



2022-2023
ALL STAR CHEER

Icon Athletics All Star Competitive Cheer
Athlete Information

Athlete's Legal Name: _____

Athlete's School: _____

Does your athlete cheer with their school? _____

Date of Birth: _____

Current Age: _____

Grade: _____

Allergies/Medications: _____

Parent/Guardian Name: _____

Parent/Guardian Cell Phone: _____

Parent/Guardian Email: _____

Athlete's Prior Cheer Experience: _____

Previously Competed All-Star Level (if applicable): _____

Is your athlete willing to compete as a crossover athlete to a second team? _____



Icon Athletics Terms and Conditions Agreement

As the parent/guardian, I have read and completely understand the rules, requirements, and regulations as outlined in the 2022-2023 Icon Athletics All Star Information Packet, including the contract.

I promise to uphold and abide by the rules set forth herein and my agreements with Icon Athletics. We realize that Icon Athletics reserves the sole and absolute right to change, amend, or assess the stated policies and procedures, as deemed necessary, on a case-by-case basis.

I have read and understand the **Financial Obligations in the 2022-2023 Icon Athletics All Star Information Packet.**

I have read and understand the **2022-2023 Icon Athletics All Star Competitive Cheerleading Contract.**

I have read and understand the **2022-2023 Icon Athletics All Star Information Packet.**

I have read and understand the **Practices and Absences in the 2022-2023 Icon Athletics All Star Information Packet.**

I understand that it is my responsibility, as a parent/guardian, to follow through with my child's financial obligations associated with tuition and other fees. Should I fall behind or fail to make payments, I recognize that my child's involvement with the Icon Athletics program will be jeopardized, including his/her removal from the Icon Athletics program. I also understand that if my athlete quits or is released from an Icon Athletics team at any point throughout the season, I will continue to be financially responsible for fees in full. I understand that these fees are to be paid in accordance with the assigned payment schedule and will be subject to late fees and any other applicable charges, including interest and costs of collection including attorneys' fees and expenses. I also understand that if an athlete quits or is removed from an Icon team prior to receiving merchandise, that I will not receive a refund for the purchase price nor will I receive the merchandise. I also understand that if my athlete is listed as an alternate for a team, that I am financially responsible for the year in full whether they compete or not. These, and all, decisions will be at the discretion of the gym owner.

Athlete Name

Print Name of Parent or Guardian Responsible for Payment of Financial Obligations

Signature of Parent or Guardian Responsible for Payment of Financial Obligations

Email of Parent or Guardian Responsible for Payment of Financial Obligations

Date



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Icon Athletics All Star Competitive Cheerleading Contract

I, the undersigned, hereby certify that I am the parent or legal guardian of _____ (athlete). The athlete desires to be a team member within the Icon Athletics competitive cheerleading program for the 2022-2023 season. The Icon Athletics All Star Cheer Information packet and this contract set forth the terms and conditions under which the athlete may participate in the Icon Athletics 2022-2023 All Star cheer season.

Responsibilities of Icon Athletics

Icon Athletics agrees to provide cheerleading coaches and instruction for the purpose of teaching cheerleading, tumbling, stunting, dance skills and techniques to athletes in preparation for competitions and exhibitions. Icon Athletics does not and cannot guarantee that an athlete will acquire any particular skill level or that an athlete will remain on the same team throughout the entire season. All Icon Athletics cheerleading teams are fluid, so athletes can be moved from one team to another during a season, at the sole and absolute discretion of the Icon Athletics staff. Icon Athletics staff, managers, and owners make no representations or warranties whatsoever about the services to be performed or the result set might be obtained. All warranties expressed and implied are expressly disclaimed by Icon Athletics.

Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on an Icon Athletics competitive team is both an honor and a privilege, and that it entails a significant commitment to Icon Athletics and to fellow team members. The athlete agrees to attend all practices and competitions, and understands that disciplinary actions may be taken if the athlete does not comply with the attendance requirements.

Parent/Guardian's Indemnification of Icon Athletics

I hereby give my permission to Icon Athletics to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) in the event of accident, injury, or illness. I will be responsible for any and all costs of medical attention or treatment. I represent that the athlete is covered by medical insurance. I understand that, as with any sport, injuries can occur, and the athlete is physically fit and mentally capable of participating in cheerleading, gymnastics, and dance activities. I represent that I have sought the opinion of the athlete's pediatrician/physician. I hereby waive, release, and forever discharge Icon Athletics and its staff, employees, coaches, managers, and owners from all rights and claims for damages, injury, or loss to person or property which may be sustained or occur during the athlete's participation in or involvement in any Icon Athletics activities, whether in the Icon Athletics training facility or at any other venue where an Icon Athletics activity takes place, or in travel thereto or there from.

I acknowledge that competitive cheerleading is an inherently dangerous sport in which I/my child participate at my/my child's own risk. In consideration of Icon Athletics allowing me/my child a position on a competitive cheerleading team, I, on behalf of myself, my heirs, assignees, and personal representatives, do release and forever discharge Icon Athletics, its employees, members, sponsors, promoters, and affiliates from any and all liability, damages, claims, losses, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any legal way to any action or omission to act of any such person or organization or execution of any Icon Athletics-related cheerleading event (including, but not limited to, practices, events, travel to/from such event) in which I, my child, or any member of our family or guest of ours will participate as a team member or spectator. I further agree to indemnify and hold harmless Icon



Athletics, its employees, members, sponsors, promoters, or affiliates from any and all claims relating to or arising out of the All Star Information packet and this contract, in any way, including attorney's fees incurred in connection with enforcement of the indemnification.

I expressly agree that this release, waiver, and indemnity agreement is intended to be so broad and inclusive as permitted by the laws of the State of Alabama, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Guardian's Travel Responsibilities

I understand that:

- Icon Athletics assumes no responsibility to supervise or monitor athlete's activities or behavior during out-of-town events, except during the time the athlete is competing at the competition venue. I am responsible for my athlete's activities and behavior during out-of-town events, including travel to and from such events.

Choreography and Routine Acknowledgements

- Icon Athletics staff is solely responsible for, and retains full creative control of, the placement of the athlete on a particular team and all competitive routines, including, but not limited to, the placement of individual athletes in formations, the positions of individual athletes in stunts (e.g., base, back spots, front spot, flyer, etc.), cheer and dance sequences.

Financial Obligations

I have read the Icon Athletics All Star Information Packet. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the Icon Athletics program for disciplinary reasons, or moved to another team or placed as an alternate, I remain obligated to pay all costs and fees associated with having a spot on a team for the entire 12 months and will receive no refunds of monies previously paid.

Financial Obligations (continued)

The Icon Athletics All Star Information Packet dictates payment amounts and provides a schedule when all payments are due. All financial obligations are considered a part of this agreement and incorporated by this reference thereto. I understand that:

1. The non-refundable May Tuition Fee and any outstanding balances must be paid in full on or before the date of my athlete's evaluation in order for my athlete to participate in evaluations.
2. Monthly payments must be paid on the 1st of each month for the following month. I will be assessed a \$50 late fee if any monthly fee is not received by the 1st day of the upcoming month.
3. I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging, and food.
4. Icon Athletics is hereby authorized to initiate all payments owed through automatic credit card billing. I understand that Icon Athletics will initiate payment from my account or credit card on the 1st day of each month.
5. I will be assessed \$45 fee, per occurrence, of a check or authorized bank draft returned to Icon Athletics due to insufficient funds.

Limitation of Liability. IN NO EVENT SHALL Icon Athletics BE LIABLE TO ATHLETE, ANY MEMBER OF THE ATHLETE'S FAMILY, ANY PERSON WHO IS A GUEST OR INVITEE OF THE ATHLETE OR ATHLETE'S FAMILY AT ANY ICON FUNCTION (WHETHER PRACTICE, COMPETITION OR OTHERWISE), OR TO ANY THIRD



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PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT Icon Athletics HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL Icon Athletics' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Icon Athletics PURSUANT TO THIS AGREEMENT.

Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, including the Icon Athletics All Star Information Packet and whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

CHOICE OF FORUM. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND WHATSOEVER AGAINST THE OTHER PARTY IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ALL EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, AND ALL CONTEMPLATED TRANSACTIONS, INCLUDING CONTRACT, EQUITY, TORT, FRAUD AND STATUTORY CLAIMS, IN ANY FORUM OTHER THAN THE STATE COURTS LOCATED IN MADISON COUNTY, ALABAMA ((Icon Athletics) DIVISION) OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (SOUTHERN DIVISION) AND ANY APPELLATE COURT FROM ANY THEREOF. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES TO BRING ANY SUCH ACTION, LITIGATION OR PROCEEDING ONLY IN THE STATE OR FEDERAL COURTS OF MADISON COUNTY, ALABAMA ((Icon Athletics) DIVISION) OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (SOUTHERN DIVISION). EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION, OR PROCEEDING IS CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Attorney's Fees and Expenses. The parent or legal guardian executing this contract shall be responsible for and obligated to pay for all attorney's fees and expenses incurred by Icon Athletics in enforcing any terms of the contract or any breach of any provision of the contract, including, but not limited to, any failure to pay any amounts owed under the contract.



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Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this agreement, and this agreement shall be construed as if such provisions had never been contained therein, provided that such provisions shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or enforceability.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Complete Agreement. This contract, together with the Icon Athletics All Star Information Packet, waivers/releases, and any other Icon Athletics materials and documents represent the entire agreement between Icon Athletics and the undersigned and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This contract may not be amended, modified or altered without written consent of Icon Athletics.

I have read and agreed to the terms of this contract:

(Athlete Full Name)

(Print Name of Parent or Guardian Responsible for Payment of Financial Obligations)

(Signature of Parent or Guardian Responsible for Payment of Financial Obligations)

(Email of Parent or Guardian Responsible for Payment of Financial Obligations)

(Date)