

# CRUSH CHEERLEADING

WWW.CRUSHCHEER.NET

## 2023-2024 Contract

### AND FEE SCHEDULE

Our first two seasons put us on the map & we're ready to take on Season 3!

**CRUSH COMPETITIVE RECREATIONAL CHEERLEADING WILL BE OPENING REGISTRATION FOR SEASON 3 MARCH 1, 2023.**

PLEASE TAKE YOUR TIME TO READ OVER THIS INFORMATIONAL PACKET IN ENTIRETY. WHILE WE ARE A RECREATIONAL PROGRAM, WE STILL REQUIRE FULL COMMITMENT TO OUR TEAMS AND DO OUR VERY BEST TO PROVIDE AN EXCITING, COMPETITIVE ATMOSPHERE FOR OUR ATHLETES. YOUR COMMITMENT TO YOUR ATHLETE AND THEIR OBLIGATIONS IS AN INTEGRAL PART IN THEIR SUCCESS THROUGHOUT THE SEASON. WE ENCOURAGE YOU TO DISCUSS THESE COMMITMENTS AS A FAMILY. IF YOU HAVE ANY QUESTIONS, WE CAN BE REACHED VIA EMAIL AT [OPCRUSHCHEER@GMAIL.COM](mailto:OPCRUSHCHEER@GMAIL.COM)

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ATHLETE NAME

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TEAM

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PRINT PARENT NAME

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PARENT SIGNATURE

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DATE

	<b>Tiny</b>	<b>Mini</b>	<b>Youth</b>	<b>Junior</b>	<b>Senior</b>	<b>Cross Over</b>
Registration Fee	\$60	\$60	\$60	\$60	\$60	-
Monthly Gym Fee	\$75	\$75	\$75	\$75	\$75	-
Choreography Fee	\$125	\$125	\$125	\$125	\$125	\$125
Coaches Fee	\$50	\$50	\$50	\$50	\$50	-
Stunt Camp Fee	\$30	\$40	\$40	\$60	\$60	\$40
Practice Wear	\$150	\$150	\$150	\$150	\$150	\$60
Uniform Package (Bodysuit, skirt, bow)	\$220	\$220	\$220	\$220	\$220	-
Competition Fees*	\$600	\$600	\$600	\$600	\$600	\$275

**\*This does not include hotel, travel fees, early termination fees, rechoreography fees or end of season Nationals Events such as The Quest. End of Season events will have their own registration and coaches fee depending on the event chosen.**

PAYMENT PLANS	Tiny	Mini	Youth	Junior	Senior	Cross Over
PMT #1 JUN 5	\$150	\$150	\$150	\$150	\$150	\$50
PMT #2 JUN 19	\$220	\$220	\$220	\$220	\$220	\$50
PMT #3 JUL 5	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #4 JUL 19	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #5 AUG 5	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #6 AUG 19	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #7 SEP 5	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #8 SEP 19	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #9 OCT 5	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50
PMT #10 OCT19	\$100.63	101.88	101.88	\$104.38	\$104.38	\$50

END OF SEASON EVENTS				
Event	Deposit Due 11/5	PMT 2	PMT 3	PMT 4
Quest	\$150	12/5	1/5	2/5
All Quest-eligible teams will be offered the opportunity to partake in the payment plan listed above. The payment plan will cover the cost of cheerleader registration and coaches fees. If a team receives a paid bid, that amount will be credited to the account holder. If you do not wish to take advantage of the payment plan, Quest fees (including the coaches fee) is due in full 1/5.				
Event	Deposit Due 3/5	PMT 2	PMT 3	
Grand Nationals	\$100	4/5	5/5	

Early Separation Fees	Tiny	Mini	Youth	Junior	Senior	Cross Over
After July 1	\$250	\$350	\$350	\$400	\$400	\$400
After August 1	\$300	\$400	\$400	\$450	\$450	\$450
After September 1	\$400	\$500	\$500	\$500	\$500	\$500
After October 1	\$450	\$550	\$550	\$600	\$600	\$600
After November 1	\$500	\$600	\$600	\$650	\$650	\$650
After December 1	\$600	\$750	\$750	\$850	\$850	\$850
No show to competition	\$750	\$900	\$900	\$1000	\$1000	\$1000

## Early Separation Fees and Contractual Agreement

If an athlete is removed or quits a CRUSH Cheerleading team they will be responsible for the above mentioned fees in full upon the date the athlete separated from the program. Fees will be charged to the card on file. Families are required to keep an active credit or debit card on file with the program at all times. If an athlete quits or is removed from a team PRIOR to receiving merchandise, you will NOT receive a refund for the purchase price and you will NOT receive any further merchandise. By signing this agreement, I waive my right to any products or services discussed prior to my athlete's separation from the program. Late payments will be subject to a \$40 fee per athlete/per line item. By signing this agreement, I am acknowledging responsibility for the above-mentioned fees and I am allowing Crush Cheerleading to charge the card on file for these fees and any unpaid dues I owe the program for my athlete. By signing this waiver, I am acknowledging and agreeing to pay **any and all legal fees, cost of collections and interest** accumulated by Crush Cheerleading should the parties be required to take legal action against me for non-compliance with this contractual agreement.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Evaluations, Placement and Commitment

The 2023-2024 Season will begin with evaluations. Once teams are formed and athletes are notified of placement, you will be informed of your STAR day [Submission of **T**eams & **A**thlete **R**esponse]. If you have not accepted your spot on the team by STAR Day, we will not hold your place and you could be removed from the program or placed on a different team. Please take a moment to thoroughly review the financial commitments outlined above prior to committing to a team as early termination fees will be assessed.

## Competition Season & End of Season Championships

Competition season will begin in November and end in April. End of season bid events or championships could extend into May. **End of season events are not factored into the competition fees above and will depend on several factors including the type of bids received and the event chosen.** Once an event is chosen, further information will go out. Athletes are NOT allowed to miss competitions. Athletes are NOT allowed to opt-out of an event. Competition schedules are generally available by the end of August, so that plenty of time to prepare is offered. Hotels, spectator entry fees, and travel fees are not included in the fee schedule above. Once the competition schedule is finalized, athletes will be notified of which competitions require overnight travel and will also be notified of any hotel blocks or reservations. You will be expected to stay with the team at the hotel designated by the program. By signing this contract, I understand that I will agree to all competition decisions made by the Crush Coaching staff.

## Attendance Policies and Illness/Injury

Months of rigorous preparation go into each competition season, and because of that attendance at all camps, competitions, showcases and practices are mandatory. Extra practices will likely be assessed prior to competitions, and will be scheduled to the best of our ability. You will not be billed for additional team practices. If an athlete is injured a doctors note will be required and the athlete will still be required to come to practice. In the case of sickness, athletes will still be required to come to practice- a temperature will be taken at the gym and if the athlete's temperature is above 100.7, the athlete will be sent home. In the case of injury, clearance from a doctor may be required to return to the program. If an athlete quits the program due to injury, an early termination fee will still apply. If an athlete is sitting out of a competition for any reason, they will still have to pay the competition fee and **attend the competition.**

All athletes that have committed to their respective teams are expected to fulfill the entirety of the commitment for the entirety of the season. In the event of an emergency, the Director will be notified immediately and it will be handled on a case-by-case basis. If an athlete is excessively absent, this is grounds for removal from the program. Homework, transportation issues, birthdays, and other activities or teams are not grounds for an excused absence. All absences must be reported by YOU to your coach ahead of time- right before or during practice is not acceptable. NO EXCUSED ABSENCES will EVER be given within three weeks of a competition. Unexcused absences and frequent tardies will not be tolerated. I acknowledge that I have committed my athlete to a team sport and that using my child's team or practice as a form of discipline will not be acceptable for any reason during the season. Please choose to schedule vacations and appointments around your athlete's schedule.

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SIGNATURE

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DATE

# Attendance Policies and Illness/Injury

## EFFECTIVE JUNE 1, 2023

For the betterment of the teams, coaches and program overall we have updated the attendance policy to reflect late and absentee fees that **will be billed and charged same-day**. We do our very best to give our athletes the best competitive recreational cheerleading program in the area, but we recognize that the majority of our athletes are not responsible for their own transportation. If an athlete is late or absent for a practice a \$25 fee will be billed and charged same-day on the first occurrence. Subsequent occurrences will increase in fee amount by \$5 for each occurrence PER CHEERLEADER. We have reiterated several times that practice is mandatory. Out of respect for team members, the volunteer coaches on staff, and the families who are consistent with their attendance we feel that implementing this policy will be helpful in protecting the integrity of our program. We will always do what we can to accommodate the needs of our families and hope that this policy change, which is effective immediately, will aid us all in building responsible, strong, resilient athletes who are prepared for successful athletic endeavors in the future. If you have any questions, please reach out to Mandi for assistance. Thank you!

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ATHLETE NAME

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PRINTED NAME OF PARENT OR LEGAL GUARDIAN

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SIGNATURE OF PARENT OR LEGAL GUARDIAN

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WITNESS

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DATE OF SIGNATURE



## Fees and Financial Obligation

Monthly fees are due on the 5th of every month. All gym fees and other payments will be auto-drafted on your behalf. If you elect to fundraise this season, we will deduct any money raised before we process the remainder of your payment due. ALL payments unable to process on the due dates listed in this agreement are subject to a \$40 late fee per athlete/per line item. I understand that if my athlete separates from the program at any point, I forfeit any merchandise previously ordered and I will not be receiving any refunds. Our commitment to the team and signing of the contract is acknowledgement and acceptance of this stipulation. We do not accept personal checks. **ALL families must provide a working credit or debit card on file at ALL TIMES- NO EXCEPTIONS.** Athletes are registered and paid for competitions at the beginning of the season, therefore all **fees are non-refundable and non-transferable, even in the event of separation from the program. If you have any delinquent fees you will not be issued any merchandise until those fees, interest and late fees are reconciled in full. Athlete accounts must be current to participate in any Crush related events, including but not limited to practices, competitions and camps. Fundraising opportunities will be offered, but are not a promised form of payment for the season and will not be posted to your account until money is received by the program. If you separate from the program at any point in the season, you will lose any money raised and will also be billed according to the Early Termination Fee Schedule. You are paying by the 5th of each month for the FOLLOWING month, not the current or previous month.**

## Coaches Fees and Volunteer Coaches

All Coaches at Crush Cheerleading are fully background checked, certified through USA Cheer and volunteer their time to the organization. Our coaches are committed to the success of their teams and give a very generous amount of their time to us each season. The Coaches Fee listed above is a mandatory fee assessed per cheerleader to assist the program in covering the cost associated with registering your coaches at each competition. Coaches Fee for end-of-season events will be assessed once and end-of-season event has been awarded to each team. We have a wonderful staff of coaches, many of whom have coached together almost ten years! We look forward to each season together and the memories we make!

## Communication Forum, Social Media Policy & Conduct

Our main form of communication is the BAND app. You will need to download this app to stay informed. You will be accountable for checking the app daily. All information will be shared on this private forum. All athletes and their families/spectators agree to display good conduct when representing Crush Cheerleading in any circumstance. If you have an issue, please first contact your Team Mom or your Coach, who will move the issue up the chain of command if necessary. Profanity, fighting, hostility, disrespect or unsportsmanlike conduct, booing or "bashing" other teams (especially on Social Media) or celebrating the loss or deduction of another team will be met with a **zero-tolerance policy**. Posting negatively on social media will result in your athlete being removed from the program immediately and indefinitely. We are a family, and we will not dim another's light to make ourselves shine brighter. We will commit to showing respect to everyone and our families will always be expected to take the high road. If you have a situation arise, please notify a staff member immediately so that we can advocate for you or find an amicable resolution to your issue. An athlete can unfortunately bear the consequences of someone else's actions, please keep this in mind. **YOU ARE NOT ALLOWED TO POST YOUR ROUTINES ON SOCIAL MEDIA AT ANY TIME, UNLESS GIVEN PERMISSION BY THE DIRECTOR PRIOR TO POSTING.** This could be detrimental to our program and could require a re-choreography for the entire team. Social Media includes, but is not limited to Facebook, Instagram, Snapchat, YouTube, and TikTok.

## Branding and Logos

Our name- "Crush Cheerleading", also known as "Crush" and "Crush Cheer" and any intellectual property associated with our program are not allowed to be duplicated, replicated, displayed or used for any reason. Permission is required before anyone may use our branding for any reason. You may not sell any products or services on behalf of Crush Cheerleading. All requests for branding use on outside merchandise must be approved by the Director prior to use or purchases made.

## Practice Schedule

Tiny Elite- 2x week - Approximately 2 hours each

Mini Elite- 2x week- Approximately 2.5 hours each

Youth Elite- 2x week- Approximately 2 hours each

Senior Elite- 2x week- Approximately 2.5 hours each

Gym Practices are held at Davis All-Star Gym 8725 Youngerman Ct. Jacksonville, FL 32244.

## Important Dates

Evaluations	6/3/23
Signing Day	6/7/23
Mandatory Practice Begins	6/11/23
Choreography	6/26-6/30/2023
Red, White & Blue Practice	9/10/23
Halloween PJ Party Practice	10/29/23
Friendsgiving	11/11/2023
Christmas Celebration Practice	12/16/2023



# Assumption of Risk, Release of Liability and Waivers

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ATHLETE NAME

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PARENT 1 NAME

\_\_\_\_\_  
DATE OF SIGNATURE

\_\_\_\_\_  
PARENT EMAIL

\_\_\_\_\_  
PARENT PHONE

## TERMS AND CONDITIONS OF PARTICIPATION - READ CAREFULLY BEFORE PROCEEDING

In consideration of your participation in the cheerleading, dance or other activities conducted by Crush Cheerleading (hereinafter referred to as "Crush Cheerleading") and their volunteers or associates pursuant to the 2022-2023 Cheerleading Season Events (hereinafter referred to as the "Events"), wherever the participation and/or activities may occur, you hereby attest that, after reading this Form completely and carefully, including the notice above about your acceptance into this agreement, as required by Florida Statutes 744.301, you acknowledge that participation in the season is entirely voluntary, and that you understand and agree as follows: As used below, "Crush Cheerleading" shall mean Crush Cheerleading, INC and their subsidiary and other affiliated companies, and the officers, directors, employees, agents, successors, volunteers and assigns of each of the foregoing.

**RELEASE OF LIABILITY:** I agree, on behalf of my child or ward, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to his or her participation in the Events or other activities conducted in conjunction there with (which risks may include, among other things, exposure to Naegleria Fowlerii and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones), whether such risks are open and obvious or otherwise. Further on behalf of myself and my minor child or ward, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/ INSURANCE" below) of and from all Claims arising in any manner out of or in any way connected with my child's or ward's participation in the Events.

INDEMNITY/INSURANCE: I agree to indemnify and hold each of Crush Cheerleading, Inc. and each of their respective parent, subsidiary and other affiliated or related companies; and all Events sponsors and charities having a presence at the Events and their respective parent, subsidiary and other affiliated or related companies; its Board of Supervisors and/or Directors; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "Released Parties") harmless from and against any and all Claims arising out of or in any way connected with my child's or ward's participation in the Events, wherever the Events may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after participation in the

# Assumption of Risk, Release of Liability and Waivers

Events. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child or ward relative to my child's or ward's participation in the activities and the Events, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, health, property, or other insurance related to my child's or ward's participation in the Events, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that my child or ward is physically fit for participation in the Events and has the skill level required in connection with the Events, and I have not been advised otherwise. I agree that before my child or ward participates in any activity conducted in conjunction with the Events, I or my child or ward will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the Events, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I, or my child or ward if I am not in attendance at the Events, will immediately advise the Events manager of any unsafe condition that I, or my child or ward if I am not in attendance at the Events, observe. My child or ward will refuse to participate, and I will refuse to let my child or ward participate, in the Events until all unsafe conditions observed by me, or my child or ward, have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and my child or ward and further to display, edit, use and/or otherwise exploit my or my child's or ward's name, face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming (including broadcasts on ESPN platforms), in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Events results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein. GOVERNING LAW: This waiver will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Form will be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Clay County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

## Assumption of Risk, Release of Liability and Waivers

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S) READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF EACH OF THE RELEASED PARTIES (THAT IS, CRUSH CHEERLEADING, INC. AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "COMPANIES"); ALL EVENT SPONSORS AND CHARITIES HAVING A PRESENCE AT THE EVENTS AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES (COLLECTIVELY, THE "EVENT HOST/SPONSORS/CHARITIES"); CRUSH INC. BOARD OF DIRECTORS; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY THAT CANNOT BE AVOIDED OR ELIMINATED. BY CONSENTING TO THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES (THAT IS, CRUSH CHEERLEADING, INC. & COMPANIES; THE EVENT HOST/ SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO CONSENT TO THIS FORM, AND THE RELEASED PARTIES (THAT IS, CRUSH CHEERLEADING, INC. AND THE OTHER COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT CONSENT TO THIS FORM. THE NOTICE ABOVE IS ALSO GIVEN AND APPLICABLE TO LEGAL GUARDIANS AND THEIR MINOR WARD(S) WHO YOU ARE AGREEING TO LET ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. ALL REFERENCES TO "CHILD" ABOVE ARE APPLICABLE YOUR MINOR WARD(S) AND YOUR AND YOUR WARD'S RIGHTS TO RECOVER FROM THE RELEASED PARTIES (THAT IS, CRUSH CHEERLEADING, INC. AND THE OTHER COMPANIES; THE EVENT HOST/SPONSORS/CHARITIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES).

# Assumption of Risk, Release of Liability and Waivers

**RESPONSIBILITY DISCLOSURE NOTICE:** Crush Cheerleading acts only as an agent in connection with the tour offered herein and its liability is limited. The travel services including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of Crush Cheerleading. Crush Cheerleading shall NOT bear any liability to the passenger or any person claiming by or through the passenger for any injury, damage, loss, accident, delay, or irregularity which may be occasioned either by reason of or through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc. as a direct or indirect result of acts of God, dangers incident to fire, breakdown in machinery or equipment, acts of governments or other authorities, civil disturbances, strikes, riots, acts of terrorism, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical or customs regulations, or from any other cause beyond the control of Crush Cheerleading. Crush Cheerleading shall not be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline, to accept, or to retain any tour passenger should such person's health or general deportment impede the operation of the tour to the detriment of other passengers. No refunds for your portions of unused services can be made unless agreed to prior to the scheduled deadlines. Your retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is also recommended that each participant in the Events have his or her own attorney review this RESPONSIBILITY DISCLOSURE NOTICE before indicating his or her consent by agreement to this consent form or by subsequent participation in Events. Nothing in this paragraph is intended to or shall affect in any way the respective rights or relationship between Crush Cheerleading and any person other than the passenger and any person claiming by or through the passenger.

**MEDICAL RELEASE:** I/we authorize Crush Cheerleading and/or their affiliates to procure at my/our expense, any medical care reasonably required by my/our child during his/ her visit at hospitals or facilities chosen by Crush Cheerleading and/or their affiliates. I/we have the responsibility to inform the staff of any medication that my/our child is currently taking. I/we will ensure that my/our child brings the medication with him/her to the Events and that my/our child is responsible for taking the medication. I/we have the responsibility to inform the staff of any medications my/our child is allergic to.

**COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE: LIABILITY WAIVER, CLASS-ACTION WAIVER, BINDING ARBITRATION, AND OTHER PROVISIONS:**

By arranging for your child or ward to participate in the Events, and in consideration thereof, and in consideration for being able to visit and/or participate in attractions, transportation, and activities, I agree, understand, and acknowledge, on my own behalf and on behalf of my child or ward or any individual who uses a ticket, pass, registration or reservation made by me, as follows (collectively, the "COVID-19 and Other Communicable/Infectious Disease Provision"):

# Assumption of Risk, Release of Liability and Waivers

Assumption Of Risk: I, on behalf of myself and my child or ward, acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention ("CDC"), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I, on behalf of myself and my child or ward, acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I or my child or ward, will expose others that I or my child or ward later encounter, even if I or my child or ward is not experiencing or displaying any symptoms of illness himself or herself. By visiting and/or participating in attractions, transportation, and activities at the events, I, on behalf of myself and my child or ward, agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of me or my child or ward or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named in the registrants I/we voluntarily listed. I acknowledge that my and my child or ward's visit and participation are entirely voluntary.

Waiver: On my own behalf and on behalf of my child, ward, heirs, executors, personal representatives, administrators, and assigns, agree to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all Claims, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to and/or participation in attractions, transportation, and activities or events with Crush Cheerleading. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

Acknowledgment Of Assumption Of Risk And Waiver By Other Users: I attest, acknowledge, and agree that any individual for whom I have bought a ticket or pass or made a reservation or who uses a ticket, pass, or reservation made by me has independently and carefully read this COVID-19 and Other Communicable/Infectious Disease Provision and has knowingly and independently acknowledged and agreed to all its provisions, including without limitation (1) to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of himself, herself, or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named above, and (2) to agree, on his or her own behalf and his or her heirs, executors, personal representatives, administrators, and assigns, to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all Claims, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during his or her visit to and/or participation in attractions, transportation, and activities with Crush Cheerleading.



# Assumption of Risk, Release of Liability and Waivers

Third-Party Beneficiaries: I acknowledge and agree that any individual for whom I have bought a ticket, registration or pass or made a reservation or who uses a ticket, registration, pass, or reservation made by me is and is intended to be a third-party beneficiary of that ticket, pass, registration or reservation made by me.

Indemnity/Insurance: On my own behalf and on behalf of my child or ward, his or her heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims made or incurred by anyone, including myself, my child or ward and any individual who uses a ticket, pass, registration or arrangement made by me, arising out of or in any way relating to my purchase of a registration, admission ticket(s) or pass(es) and/or my making of a reservation(s), and subsequent visit to and/or participation in attractions, transportation, events and activities with Crush Cheerleading and arising out of any and all risks described above in the section titled Assumption of Risk or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my child or ward's participation to and/or participation in attractions, events, transportation, and activities with Crush Cheerleading and any of its affiliates, and that I am solely responsible for obtaining any mandatory or desired life, travel, health, accident, property, or other insurance related to my child or ward's visit to and/or participation in attractions, events, transportation, and activities with Crush Cheerleading at my own expense.

**Binding Arbitration: I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THIS COVID-19 AND OTHER COMMUNICABLE/INFECTIOUS DISEASE PROVISION OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY CHILD OR WARD'S PARTICIPATION IN ATTRACTIONS, EVENTS, TRANSPORTATION, AND ACTIVITIES WITH CRUSH CHEERLEADING, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I, ON BEHALF MYSELF AND MY CHILD OR WARD, ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.**

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The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this COVID-19 and Other Communicable/Infectious Disease Provision, including the arbitrability of any dispute and any claim that all or any part of this COVID-19 and Other Communicable/Infectious Disease Provision is void or voidable.

- A. In the event of a dispute, I, on behalf of myself and my child or ward, agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 2883 Paces Ferry Rd. S. Orange Park, FL 32073 Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I, on behalf of myself and my child or ward, will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I, on behalf of myself and my child or ward, may commence an arbitration proceeding. I may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.
- B. If the Released Parties and I, on behalf of myself and my child or ward, do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Florida. The Released Parties and I, on behalf of myself and my child or ward, agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me, on behalf of myself and my child or ward, individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties' last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, I take financial responsibility for the filing fees I incurred. Except as provided above with respect to jurisdiction in the State of Florida, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies



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**unrelated to this agreement. This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.**

Venue But For Arbitration: In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to this COVID-19 and Other Communicable/Infectious Disease Provision shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Clay County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). In any such action, I, on behalf of myself and my child or ward, specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I, ON BEHALF OF MYSELF AND MY CHILD OR WARD, SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY. By accepting consent of this waiver, I certify that: (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) I am the legal guardian of the minor child identified above; (4) the information set forth above pertaining to my child or ward is true and complete; and (5) I consent and agree to all of the foregoing on behalf of myself and my minor child or ward identified above.

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ATHLETE NAME

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MEDICATIONS MY/OUR CHILD IS TAKING

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MEDICATIONS MY/OUR CHILD IS ALLERGIC TO

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SIGNATURE OF PARENTS OR LEGAL GUARDIANS

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WITNESS

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DATE OF SIGNATURE

# Contractual Agreement and Commitment

Months of rigorous preparation go into each competition season, and because of that attendance at all camps, competitions, showcases and practices are mandatory. Extra practices will likely be assessed prior to competitions, and will be scheduled to the best of our ability. You will not be billed for additional team practices. If an athlete is injured a doctors note will be required and the athlete will still be required to come to practice. In the case of sickness, athletes will still be required to come to practice- a temperature will be taken at the gym and if the athlete's temperature is above 100.7, the athlete will be sent home. In the case of injury, clearance may be required from a doctor before the athlete can resume participation.

Any of the policies, procedures or fees outlined in this agreement are subject to change based on the needs of the program or the team. Should any of the above require change, you will be notified in writing.

By signing this agreement, I acknowledge that I have read the information provided in full and I fully understand our obligations and commitments to the program. By signing this agreement, I acknowledge that I fully understand all fee schedules and I am allowing Crush Cheerleading and Davis All-Star Gym to bill and process any payments related to my athlete in full with the payment information I have on file. I acknowledge and agree to all of the policies outlined in this agreement, and understand that these policies are subject to change based on the needs of the program. By signing this agreement I am committing to the program for the duration of the season and understand that I will not be issued any refunds or merchandise should I separate from the program at any time. By signing this agreement I understand that this competitive team will take precedence over other activities my athlete may choose to be involved in.

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ATHLETE NAME

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DATE OF BIRTH

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ADDRESS

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ATHLETE PHONE

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PARENT 1 NAME

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PARENT PHONE

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PARENT 2 NAME

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PARENT PHONE

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PRINTED NAME OF REGISTERING PARENT

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RELATION TO ATHLETE

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SIGNATURE

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DATE