

BlackWatch Cheer All-Star Cheerleading Contract

2024-2025 Cheerleading Season

I, hereby certify that I am the parent or legal guardian of _____ (athlete.) The athlete desires to be a team member within the BlackWatch Sports (BWS) competitive cheerleading program for the 2024-2025 season. The BlackWatch Sports Handbook and Financial Obligation Contract and Rules and Regulations attachments set forth the terms and conditions under which the athlete may participate in the 2024-2025 competitive cheerleading season as BWS Cheer team member.

Responsibilities of BlackWatch Sports

BlackWatch Sports hereby agrees to provide competitive cheerleading coaches and instruction for the purpose of teaching cheerleading, tumbling, dance skills and techniques to athletes in preparation for local, regional and national cheerleading competitions and exhibitions. BlackWatch Sports 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 BlackWatch 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 BlackWatch Sports staff, as indicated within the Handbook. BlackWatch Sports and its agents, representatives, employees, owners, directors, and managers 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 BlackWatch Sports.

Responsibilities of Athlete and Parent/Guardian

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

Parent/Guardian's Indemnification of BlackWatch Sports

I hereby give my permission to BlackWatch Sports Staff to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) in the event of an accident, injury or illness. I will be responsible for any and all cost of medical attention and 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, gymnastic, and dance activities. I represent that I have sought the opinion of an athlete's pediatrician/physician. I hereby waive, release and forever discharge BlackWatch Sports and its staff, employees, agents, coaches, managers, members, directors, affiliates and representatives 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 of BlackWatch Sports activities, whether on the Blackwatch Sports training facility premises or at any other venue where a BlackWatch Sports 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 participates at my/my child's own risk. In consideration of BlackWatch Sports 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 BlackWatch Sports, its employees, agents, officers, 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 Blackwatch Sports-related cheerleading event (including, but not limited to, practices, events, travel to/from such an event) in which I, my child, or any member of our family or guest or ours will participate as a team member or spectator. I further agree to indemnify and hold harmless BlackWatch Sports, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the Blackwatch Sports Handbook in any way, including attorneys' fees incurred in connection with the enforcement of this indemnification.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as 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:

- BlackWatch Sports 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

- BlackWatch Sports 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, top girl etc.), cheer and dance sequences.

Financial Obligations

I have read and signed the BlackWatch Sports Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the BlackWatch Sports Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the BlackWatch Sports 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 list for the entire 12 months and will receive no refunds of monies previously paid.

The BlackWatch Sports 2024-2025 Financial Obligations, which is part of the BlackWatch Sports Handbook, dictates the exact 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. I will be assessed a \$25 late fee if any monthly fee is not received by the 15th of the month.
3. I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging and food.
4. BlackWatch Sports is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that BlackWatch Sports will initiate payment from my account or credit card on the 25th day of each month.
5. I will be assessed \$45 fee, per occurrence, of a check or authorized bank draft returned to BlackWatch Sports due to insufficient funds

Photo Consent

I authorize BlackWatch to use my child's image in any advertising, website or other publication.

Choice of Law

This Agreement and all related documents, including all exhibits attached thereto, and all matters arising out of or relating to this Agreement, including the BlackWatch Sports Handbook 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 Jefferson County, Alabama (BlackWatch All-Stars 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 Jefferson County, Alabama (BlackWatch All-Stars 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.

Limitation of Liability

IN NO EVENT SHALL BLACKWATCH ALL-STARS 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 BLACKWATCH ALL-STARS FUNCTION (WHETHER PRACTICE, COMPETITION OR OTHERWISE), OR TO ANY THIRD 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 BLACKWATCH ALL-STARS 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 BLACKWATCH ALL-STARS 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 BLACKWATCH ALL-STARS PURSUANT TO THIS AGREEMENT.

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 BLACKWATCH ALL-STARS 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.

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 BLACKWATCH ALL-STARS Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between BLACKWATCH ALL-STARS 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 BLACKWATCH ALL-STARS.

I have read and agreed to the terms of this Contract: _____

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: _____

Blackwatch All-Star Staff: Ashley Thomas

Accepted by: _____

Date Accepted: _____