

## **PARENT PROMISE**

I hereby pledge to provide positive support, care, and encouragement for my child participating in all-star cheerleading by following this Parents' Code of Conduct. Any parent guilty of improper conduct at a practice or competition will be suspended from the gym for a minimum of two weeks.

1. I promise to cheer for all children, not just my own.
2. I promise to celebrate the achievements of my child without comparing them to others.
3. I will strive to avoid gossip and do my best to speak positively about all athletes.
4. I promise to do my best to remember that I am not the coach and if I have a question I will ask before I create my own perception.
5. I promise not to use social media as an outlet to vent, compare, or get advice about my child's team.
6. I will praise my child for competing fairly and trying hard, and make my child feel like a winner every time.
7. I promise to set a good example for my athlete. I understand that my athlete's individual success is also related to the team's success.
8. I make this promise to teach my child by example because the success of my child's team and my child's gym matters to me!

## **ANNIVERSARY/INSURANCE FEE**

All students will be charged an annual insurance fee good for one calendar year. The fee will be charged at the time the athlete is placed on a team or prior to an athlete's first class. The individual insurance rate is \$40 and the family rate is \$65.

## **PLACEMENT PROCESS**

I agree to trust the placement process and that decisions are made with the best interest of each individual athlete in mind. I agree to not reach out to the coaches to discuss placement until at least three (3) after-placement practices have occurred.

## **ATTENDANCE POLICY 2019-20**

*This policy will take effect starting Monday, September 9. It applies to ALL full year athletes (Prep and All Star) that practice 2x per week starting in September.*

There is a total of **TEN HOURS** to use for absences from September 13th until the last competition your child participates in (this is different for every team). It remains that the team coaches are to be notified regarding absences and that the athlete has an appropriate fill in. Informing coaches about absences is to be done by personal text message, email, phone call, or in-person communication two weeks in advance of requested absence.

**GROUPME/REMINDEUR IS NOT AN ACCEPTABLE WAY TO CONTACT YOUR TEAM COACHES; ABSENCES/TARDINESS WILL NOT BE VALIDATED THROUGH THIS TYPE OF COMMUNICATION.**

Each coach is responsible for tracking the amount of time athletes have missed. There will be a binder available to keep track of the amount of hours your child has used. Below is a list of absences that require and do not require the use of 10 hours.

### **EXCUSED ABSENCES**

*(Does not require use of 10 hours)*

- Family Vacation if notifying coaches before September 30, 2019
- Bereavement
- Sudden Illness – **still expected to come to practice unless contagious (determined by doctor’s note/coach discretion)**

### **UNEXCUSED ABSENCES**

*(Requires use of 10 hours)*

- Vacations that coaches are not informed about before September 30, 2019
- Birthday/Family Parties
- School Sports – this includes coming late to practices. If your child is 30 minutes late, 30 minutes is taken away from their 10 hours. Additionally, if your child misses for school practices or games/meets, this, too, goes towards their 10 hours
- Scheduled Doctor’s Appointments
- School Activities that are not required for a grade
- Studying for a test/Completing Homework

There will be consequences for the individual who:

- **Is caught lying about absences that do not require the use of the 10 hour policy to avoid the use of their hours**
- **Misses a practice the week of a competition**
- **Surpasses 10 hours and misses additional practice hours**
- **Does not find an appropriate fill in for their absence**
- **Does not inform the coach at least 2 weeks in advance for absences requiring the use of 10 hours**

***The consequences for the above actions could result in suspension from a competition, additional conditioning or practice time required, or removal from the team. Consequences will be based on the severity and frequency of the behaviors listed above. The well-being and success of the team will also be taken into account.***

## **GENERAL ATTENDANCE POLICIES**

Athletes must not miss the two (2) practices immediately preceding a competition for any reason or they may not be able to compete at the upcoming competition. If an athlete is returning after injury time-off, it is preferred that the athlete attend and participate in at least three (3) practices before competing. However, this time may be altered (extended or reduced) based on the severity of the injury and the role the athlete plays in the routine. Safety of all athletes is the number one factor in this decision and the decision of the coaches is final.

Vacations should be scheduled to coincide with the gym closings. If this is not possible, they should be scheduled so the athlete does not miss any competition and/or the two (2) practices immediately preceding a competition. Vacation should not be scheduled during choreography.

There will be certain times leading up to Worlds/Summit where time off for vacation will be blocked. This is to ensure athletes are as prepared as possible for this prestigious event. Specific blocked dates will be communicated each season.

No winter sport participation for Worlds or Crossover athletes.

Parents, as always, we appreciate your commitment to our program. Thank you for all you have done to support Elite Heat past and present! We are looking forward to an incredible season. For any questions regarding this policy, please contact your team coaches.

## **COMPETITIONS**

Athletes make a commitment to the program and to their team when joining Elite Heat All Stars. Part of that commitment is to attend every competition. This includes attending The Cheerleading Worlds/Summit competition in Orlando, Florida at the end of April/beginning of May, if your child's team wins a bid to this prestigious event. **If your child does not attend this prestigious event after winning a bid, a \$500 athlete replacement fee will be assessed to your account. This is in addition to the \$500 quitter's fee assessed if quitting after choreography occurs (see Drop Procedures below). Cheerleading Worlds/Summit bid winners must maintain current accounts, including having all Worlds/Summit fees paid by due dates set forth by Elite Heat All Stars to secure athlete's spot on the roster.**

Competitions cannot be missed for school events, vacations or other preventable events. Vacations should be scheduled to coincide with the gym closings. If this is not possible, they should be scheduled so the athlete does not miss any competition and/or the two (2) practices immediately preceding a competition. Vacation should not be scheduled during choreography. Athletes should arrive at the assigned meet time ready to compete. All make-up and hair should be done at home unless otherwise instructed. Athletes should arrive in uniform and/or Elite Heat warm ups. All jewelry should be removed.

The USASF requires that athletes remain in uniform and sneakers for the duration of the competition. Athletes should not wear boots, flip flops or pajama/sweat pants at any time. Hair should remain in a bow. Athletes should be dressed in full uniform for the awards ceremony. Senior athletes are to wear the program tank or warm-up jacket when not in warm-up area, performing or awards.

If at all possible, please stay for all Elite Heat teams' performances. It is very important that our athletes encourage one another and that everyone feels that they belong to one family. Most competitions offer priority seating when a team performs. All Elite Heat families may enter priority seating when any Elite Heat team is performing.

Please never use the removal of your athlete from a competition or practice as a form of discipline. We believe in partnering with parents to act in the best interest of the child. However, missing a practice or competition is a punishment to the entire team. Every athlete on the floor affects the choreography and ability to execute the routine.

### **MAKEUP POLICY**

Because of our strict student to teacher ratio, missed classes will not result in make-up classes, prorated tuition or refunds. No refunds for classes missed including scheduled holidays.

### **DROP PROCEDURE**

**PARENTS MUST NOTIFY THE GYM TO DROP A STUDENT FROM A CLASS OR TEAM.** Only a written notice via email, regular postal mail or hand delivered to our office staff will be acceptable.

**Please note: You are responsible for payment for your student's classes WHETHER OR NOT YOUR STUDENT ATTENDS CLASS** until the time you notify the staff VIA WRITTEN NOTICE. Please do not rely on your student to verbally let us know that he/she will no longer be attending classes. Fees incurred to date of official drop notification are due.

### **Any member, who leaves the organization after choreography occurs and prior to season's end:**

- Will be assessed a \$500 quitter's fee
- If athlete has already won a bid to The Cheerleading Worlds/Summit, an additional \$500 athlete replacement fee will be assessed (see Competitions above)
- Is responsible for fees due until official drop notification is received
- Forfeits all monies paid to Elite Heat Cheer, Inc. and/or Elite Heat All-Stars
- Forfeits any item ordered on behalf of the member prior to the official drop date. This includes, but is not limited to, uniforms, practice gear, or other pieces of "equipment" required to participate in the sport. The monies paid, and the item(s), is forfeited to Elite Heat All Stars.
- No refunds will be given.

### **WHAT TO WEAR**

Athletes should wear athletic shorts and t-shirt or tank top. NO chewing gum or dangling jewelry. Hair should be pulled neatly and securely away from the face so that it stays up for the entire workout. All students should wear cheer sneakers. These sneakers should be exclusively for the gym and should not be worn outside. Personal items should be left in cubby. Jewelry should not be worn during classes. **PLEASE LEAVE JEWELRY ARTICLES AT HOME.**

This facility's staff will not be responsible for ANY items that may be lost or stolen. Be sure your student's personal items are marked with their name.

## **ARRIVAL AND PICKUP**

Athletes should arrive 5-10 minutes before (no earlier please) his/her scheduled time. Please pick up your child on time. Please inform us if you know you will be late picking up your child. Instruct your child to wait inside the building and you should escort them from the building to your car. During peak times the parking lot is crowded. Please take into consideration that our athletes may include young children. Please drive slowly and carefully. Do not take a chance on your child running to and from your car. No child should be left unsupervised for extended periods of time.

## **COPYRIGHT**

There should be no private production and/or sale of items with Elite Heat, team names, images associated with Elite Heat such as, but not limited to, the Elite Heat heart, without the written consent of the owner, Laura Voigt. All Elite Heat related items must be produced and purchased through the Hot Shop. This is a program policy and violation is grounds for possible removal from the program.

## **WAIVER**

**Photo Release:** I give my permission to have any pictures or videos of my child used on our website and promotional materials.

I/We hereby certify that I/We are the parent or guardian of the child. I hereby give permission for the staff of Elite Heat All Star Cheerleading, to seek appropriate medical treatment for my child in the event of accident, injury, or illness. I (we) will be responsible for any and all costs of medical treatment.

**Medical Release:** In consideration of the services of ELITE HEAT ALL-STAR CHEERLEADING, its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Elite Heat"), I hereby agree to release, discharge, and hold harmless ELITE HEAT on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estates as follows:

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of ELITE HEAT pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, but not all of those risks: Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply cannot be eliminated without jeopardizing the essential

qualities of the activity. Without a certain degree expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. Traveling to and from shows, meets and exhibitions, raises the possibilities of any manner of transportation accidents. In any event, if you or your child is injured, medical assistance may be required which you must pay for yourself.

2. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with ELITE HEAT related activities, including but not limited to performance of stunts and the use of trampolines. My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify ELITE HEAT from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in ELITE HEAT-related activities.
4. Should ELITE HEAT be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
5. I certify that my child has health, accident and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.
6. In the event that I file lawsuit against ELITE HEAT, I agree to do so solely in the State of New York and I further agree that the substantive and procedural laws in that state shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.
7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to release ELITE HEAT by signing this Agreement.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

## **FINANCIAL COMMITMENT**

I understand, and agree to abide by:

1. All payments, including tuition and team fees, are due the 1<sup>st</sup> of the month. A 10-day grace period is granted before a \$15.00 late fee is assessed. On the 11<sup>th</sup> of the month, the late fee is assessed.
2. Fundraising credits are posted to accounts upon receipt. Fees are due as described above regardless of an account awaiting a fundraising credit. Fundraising credits can carry over to future months/seasons but cannot be converted to cash.
3. On the 21<sup>st</sup> of the month, the credit card on file is charged for the entire amount owed, including the recently assessed late fee. If the card does not work, or there isn't a current Credit Card Authorization Form on file, email notification will be sent. An updated Credit Card Authorization Form is required to avoid an athlete being asked to sit out of practice.
4. **Once account is past due by the 11<sup>th</sup> of the following month or if a large balance is accrued, the athlete will be asked to attend practice but not participate until a payment, agreeable to Elite Heat All Stars, is received.** Communication will occur between Elite Heat All Stars and the athlete's guardian of record if athlete is in jeopardy of sitting. Athletes may be asked to leave the program if accrued balance becomes untenable. Private lessons will be discontinued. Extenuating circumstances requiring a payment arrangement, can be made with the account manager at [eliteheatcheer@gmail.com](mailto:eliteheatcheer@gmail.com) and must be honored in order for the athlete to remain on the active roster. Payment plan amounts are to be high enough to pay down the balance.
5. Participating in any concessions/parties run by Delaware North and/or others (i.e. Buffalo Bills, Buffalo Sabres, Plaza parties, air shows, high school football games, concerts, etc.), will count toward Summit/Worlds fundraising and cannot be combined with any other separate Summit/Worlds fundraiser even if you have multiple children in the program.
6. **Cheerleading Worlds/Summit bid winners must maintain current accounts, including having all Worlds/Summit fees paid by due dates set forth by Elite Heat All Stars to secure athlete's spot on the roster.**
7. If an athlete sustains an injury that does not allow them to participate, they are to continue to come to practice. Payment continues unless other arrangements are made with the account manager. I am responsible for payment whether or not my student attends classes until I notify this facility in writing ([eliteheatcheer@gmail.com](mailto:eliteheatcheer@gmail.com)) to drop my student from class(es). Drop Procedure above, including \$500 quitter's fee and \$500 athlete replacement fee (if applicable), applies unless extenuating circumstances are agreed upon by Elite Heat All Stars.
8. Any extraordinary fees not outlined in the pricing grids are due within 30 days of being posted to the portal accounts.
9. Autopay account credit card is charged between the 1<sup>st</sup> and 5<sup>th</sup> of the month unless alternate arrangements are made with the account manager prior to 1<sup>st</sup>.

10. I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.
11. Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.
12. **Any member, who leaves the organization prior to season's end:**
  - Will be assessed a \$500 quitter's fee
  - If athlete has already won a bid to The Cheerleading Worlds/Summit, an additional \$500 athlete replacement fee will be assessed (see Competitions above)
  - Is responsible for fees due until official drop notification is received
  - Forfeits all monies paid to Elite Heat Cheer, Inc. and/or Elite Heat All-Stars
  - Forfeits any item ordered on behalf of the member prior to the official drop date. This includes, but is not limited to, uniforms, practice gear, or other pieces of "equipment" required to participate in the sport. The monies paid, and the item(s), is forfeited to Elite Heat All Stars.
  - No refunds will be given

### **PRIVATE LESSONS/CANCELLATION POLICY**

Accounts must be in good standing in order to schedule private lessons.

Lessons canceled without 24-hour notice are subject to a cancellation fee of 50% of the canceled lesson.