

FINANCIAL AGREEMENT



PLEASE READ AND INITIAL NEXT TO EACH OF THE TERMS FOLLOWED BY YOUR SIGNATURE AND DATE

I _____ parent of _____,
(Print name of parent/legal guardian) (Print name of athlete)

___ I understand and agree that monthly tuition payments are due on the 1st of the month.

___ I understand that there are no refunds or prorating of **ANY** fees for **ANY** reason. Should my athlete decide to quit prior to the end of the season, I understand I will **NOT** receive **ANY** sort of refund on fees paid and understand I am responsible for any outstanding fees prior to leaving the program.

___ Additional practices may be added prior to large competitions. I understand there is no additional charge for additional practices.

___ Practices may be canceled due to holidays, competitions, or inclement weather, and no refunds will be given.

___ To receive a payment in full discount of 10% off tuition, payment in full must be received by June 15th, 2023 in the form of cash or check **ONLY**. I also understand should my athlete quit, payments made to ICE are **non-refundable** and **non-transferable** for **ANY** reason..

___ I understand that I am **required** to put a valid debit/CC on file for tuition charges. If you would prefer to not include that information on this form, you can access your online account and save that information under the manage my payment options section. All accounts must keep a current Credit Card on file so that accounts are kept current.

___ I understand and agree that monthly tuition payments are due on the 1st of the month.

___ I understand that I am subject to a late fee charge of \$20.00/month after the 5th of the month. Excessive tardiness in payments will be grounds for my child not competing, possible dismissal and my account being sent to a professional collection's agency.

___ I understand should I write a check that is returned, there will be an additional \$25.00 returned check fee added to my account. I understand that not only am I liable for payment for that check, but I am also responsible for the additional fee.

___ In the event that an athlete must resign from a team, by signing this contract, I am solely responsible for tuition fees and that all fees are non-refundable and non-transferable. I understand billing will not stop until a 30-day written notice is received and that I am responsible for all fees until written notice is given.

___ ICE reserves the right to remove athletes from the program if their financial obligation is not upheld. Athletes with past due balances that exceed 30 days may not participate in private lessons, classes, and/or team practices until the account is brought current. Past due balances that exceed 120 days will be sent to a third-party collection agency for which charges will apply, and the parent will be solely responsible for the total amount and any additional fees that may occur with taking to such agency.

___ Should my athlete not be permitted to compete at any given event because of our failure/inability to comply with the attendance policy, particularly the two weeks leading up to an event, I will not hold ICE responsible for lost travel fees and understand that no refund will be given for those event fees.

___ I understand that all travel fees are non-refundable and do not hold ICE responsible for any changes/additions to travel plans. ICE will provide travel days when releasing the competition schedule to help make travel expectations understood.

___ I understand that apparel **WILL NOT** be ordered until my account is current. I also understand that my uniform is custom made and therefore cannot be canceled once ordered through the 3rd party vendor. I understand that if my athlete chooses to quit after my uniform has been ordered, ICE will contact me to pick up the uniform once it is in, but that ICE is not responsible for selling my uniform.

I understand and agree to the above financial policy.

Parent/Guardian Signature: _____ Date: _____

TRYOUT FORM



OFFICE USE ONLY: T / M / Y / J / S / W / O

ICE ALL STARS TRYOUT FORM (PLEASE ATTACH CURRENT PHOTO TO THIS FORM)

Athlete's Name: _____

Date of Birth: _____

Age as of **December 31st, 2023**: _____

School: _____

ATHLETE QUESTIONNAIRE (PLEASE HAVE YOUR ATHLETE FILL OUT IF POSSIBLE)

Have you cheered before? ___Yes ___No If so, Where? _____

If you have cheered before, what level were you on? _____

Which stunt position were you last season? (Circle all that apply)

NONE FLYER MAIN BASE SIDE BASE BACKSPOT

Are you willing to try a new position if needed? ___Yes ___No

Which team are you interested in joining?

PREP NON-TUMBLE TUMBLE FULL SEASON COACHES CHOICE

Which level have you mastered **ALL** of the level appropriate skills needed? 1 2 3 4 5 6 NT

Which level are you **HOPING** to make? 1 2 3 4 5 6 NT

What extra-curricular activities will be a higher priority to you than your all star team? (For what would you potentially request an excused absence?)

Would you be willing to cross compete onto two teams for the 2023-2024 season? (Cross over competition fees are approximately \$1200 - \$1400 per season.) ___Yes ___No

Would you be willing to attend Allstar Worlds, US Finals, The Global Championship, The Summit, or Worlds if your child's team receives a bid for the 2023-2024 season? (Extra fees depending on the type of bid will be needed in order to cover the cost for these competitions.) ___Yes ___No

PAYMENT AUTHORIZATION



PARENT INFORMATION

Parent/Guardian Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

I understand that I am liable for and hereby authorize ICE to withdraw funds from my account for the purpose of any outstanding fees related to my account and that all fees are non-refundable. Failure to keep your account in good standing may result in your athlete being unable to practice, dismissal from ICE, and being sent to a collections agency.

I already have saved payment information on the online portal and agree that ICE may charge the card on file according to the payment schedule.

PRINT NAME OF PARENT/LEGAL GUARDIAN

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

ATHLETE / PAYMENT INFORMATION

ATHLETE NAME

VISA / DISCOVER / MASTERCARD

ACCOUNT #

NAME ON CREDIT CARD

EXP. DATE

CVC CODE

BILLING ADDRESS, CITY, STATE, ZIP

SIGNATURE OF CARDHOLDER

ATTENDANCE POLICY



ICE MICHIGAN ATTENDANCE POLICY

The Cheer Program here at ICE Michigan, commitment and consistent practice is vital to the success of our teams.

Our coaches take attendance at every practice and absences are recorded.

UNDER EVERY CIRCUMSTANCE, in the event of a sickness, tardy, etc. a parent must call and speak directly to the coach or front desk. (Special circumstances are given proper considerations if the coaches / front desk are contacted immediately).

Absences are **EXCUSED** for the following reasons:

- Death in the family.
- A function that directly affects a school grade. Must turn in 2 week in advance. (Teacher Signature is required)
- Hospitalization for illness. (Doctors note is required)
- Illness requiring bed rest and/or contagious illnesses. (Doctors note is required)

EXCUSED/UNEXCUSED Absences must adhere to the proper procedures as follows:

1. An Absentee Form must be filled out completely.
2. All requests must be put in two weeks in advance (Even if you have spoken directly to a coach previously)
3. Any absentee requests must be put through to the front desk, and have a hard copy on file.
4. Once it is turned in, the staff will make the determination if it is approved or denied via email.

Any requests that are not turned in two weeks in advance will not even be entertained and will be declined.

Vacation should be taken during ICE Michigan closings. One allotted vacation is allowed outside of gym closings.

VACATION must adhere to the proper procedures as follows: (2 days of practice not one full week)

1. An absentee form must be filled out completely.
2. Form must be submitted 2 months in advance.
3. Vacations are denied during ANY camps, MANDATORY practices, and COMPETITION WEEK.

TARDIES:

1. 2 times being tardy of more then 10 minutes late is counted as an UNEXCUSED ABSENCE.
2. Please see UNEXCUSED Absences for proper procedure.

SUMMIT/WORLDS COMMITMENT: Full Travel Team if Program is Attending

1. Level 6 Athletes MUST commit to attending the 2024 Cheerleading World's April 26th-29th, 2024.
2. ALL Practices three weeks prior to leading into Worlds/Summit are MANDATORY. There will be no exceptions for absences.
3. If your spring break falls during this time, this will NOT be excused. If there are Team Alternates, same rules will apply.
4. Summit: (All other level full year teams): Athletes must commit to attending. (May 2024)

Please check your important date sheets and competition dates that were sent to you via email before submitting request for unexcused absences. These are also located on the information board at the gym.

If a team member missed more than the allowed number of practices, the parents will be called in for a meeting and the team member may be placed on suspension or dismissed from the team.

ATTENDANCE POLICY



SUMMER & SEPTEMBER MONTHS (JUNE 1ST - AUGUST 31ST)

Each team member is allowed TWO unexcused absence during the entire summer and September this is addition to the one family vacation. If your vacation exceed the 2 days missed for your vacation you will then forfeit your TWO unexcused absence and also will be required to make up the time missed. Please talk with your coach as to what will need to be done to make up the time.

FALL SCHEDULE (SEPTEMBER 1ST - DECEMBER 21ST)

Each team member is allowed 1 absence for the fall (see dates above). If you're part of another activity you will have to use you're allowed 1 absence to miss.
(Mandatory School grade events will need to provide a note stating such.)

WINTER SCHEDULE (JANUARY 2ND- MARCH 31ST)

Each team member is allowed 1 absence for the winter (see dates above). If you're part of another activity you will have to use you're allowed 1 absence to miss. (Mandatory School grade events will need to provide a note stating such.)

COMPETITION WEEK

Any requests for absences made for two weeks before a competition will be declined.

- Two weeks before a competition, no absences are allowed.
- Two weeks before a competition runs SUNDAY TO SUNDAY.
- If your athlete does not show up for a practice two weeks before, your athlete will not compete at that competition. No refunds will be given and your athlete is still expected to be at the competition even though they will not compete.
- During competition season, especially right before a competition, even with an illness the athlete is required to come to practice. Last minute changes are made to routines when needed and not having an athlete at practice is detrimental to the team. Athletes who are sick should only participate in a part of practice that is necessary to either make a change or hit a stunt.

Athlete Signature: _____ Date: _____

Parent Name: _____ Parent Signature: _____

MEMBER RELEASE



MEMBER RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT AND ASSUMPTION OF RISK

In consideration of the permissions to enter and use the facilities, to participate in or observe activities, and to receive the services described herein, I, on behalf of myself, my children, my parents, my heirs, guardians, assigns, agents, personal representative and estate (hereinafter collectively referred to as "I") hereby agree to release, discharge, indemnify, and hold harmless, ICE®, Indiana Cheer Elite, LLC, its owners, corporate entities, companies, affiliates, subsidiaries, premises owners, contractors, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ICE®"), 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 ICE® 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 of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics 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 acknowledge I am familiar with the sports of cheerleading, gymnastics, trampoline, tumbling, stunting, jumping, athletic workouts, and other physical activities. I understand I have the right to inspect all equipment, surfaces, and facilities before every use or event. I represent that I have done so and will do so to the extent that I want. I also represent that I and my child are entering into this agreement for recreational purposes and not for business or financial reasons. I have not been promised or expect any future monetary gain or publicity or intellectual property rights.

3. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with all ICE® related activities, including but not limited to those listed in paragraphs 1 and 2 (hereinafter "ICE® related activities"). 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.

4. I represent that my child is physically and mentally fit to participate in all ICE® related activities. To the extent I had any doubts, concerns, or questions about whether my child was physically or mentally fit to participate, I have discussed those with the appropriate medical or professional advisor and I am comfortable making this representation.

MEMBER RELEASE



MEMBER RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT AND ASSUMPTION OF RISK

5. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify ICE® 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 ICE® related activities, including personal injury and property damage

6. This release, waiver of liability, and hold harmless agreement means I will not sue ICE® for any reason. "Any reason" includes:

- (a) ICE®'s own negligence or fault;
- (b) the negligence or fault of anyone else which might be attributable to ICE®;
- (c) the negligence or fault of me, my child, or anyone I am responsible for.

I understand I am not releasing or waiving the liability of anyone for criminal actions, intentional torts, or gross negligence.

The indemnity provision means I will pay any settlement by, judgment against, and expenses of ICE® due to me or my child's ICE® related activities.

7. I waive and release all statutory and common law intellectual property and publicity rights I or my child may have or gain from participation in ICE® related activities.

8. Should ICE® incur attorney's fees and costs (a) to enforce this agreement, or (b) because ICE® is named in litigation related to, arise out of, or are in any way connected with my child's participation in ICE® related activities, I agree to indemnify and reimburse them for such fees and costs.

9. 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. No promise has been made to provide medical or training staff at any premises where ICE® related activities occur.

10. In the event that I file lawsuit against ICE®, I agree to do so solely in the State of the primary facility where my child participates in ICE® related activities. I further agree that the substantive law of Indiana shall control this agreement, including my authority to waive the rights of my minor child, and Indiana law 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.

11. I understand that ICE® is relying on my representations and certifications herein, which are material to it entering this agreement.

MEMBER RELEASE



MEMBER RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT AND ASSUMPTION OF RISK

12. 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 have waived my right to maintain a lawsuit against ICE® on the basis of any claim from which I have released ICE® 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.

Signature of Participant or parent: _____

Print Name: _____ Date: _____

(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ICE® to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold ICE® from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent/Guardian: _____

Print Name: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Athlete Signature: _____ Date: _____

EXPECTATION AGREEMENT



ICE APPAREL CONTRACT

I understand that the ICE logo is a trademarked logo and as part of the trademarked process, we have to protect our brand to the fullest extent. We take that very seriously and therefore cannot allow parents to use the logo without written consent or approval from the owners directly. Please review the following procedures or apparel to alleviate any apparel issues during the season.

I understand that as a parent in the program, I cannot create any item using the **ICE LOGO, TEAM NAME, TEAM SYMBOLS** without written permission from the owners/managers of ICE. Without ICE, there would be no team so we respectfully will not allow any items with teams names used either as that is representing our brand. I understand that should I decide to create an item without permission, I may be asked to either leave the program, or replace the items created for everyone at your own cost. Items made without using the appropriate avenues, will not be allowed to be used/worn and must be turned into the front desk to the managers immediately.

Teams are allowed to purchase items, through our approved vendors. Going through the appropriate process allows us to keep any additional non-planned expenses to a minimum for families during a competition season. Coaches and managers are the appropriate channels to go through when items are wanted/needed.

Edible Items: the logo or team name are allowed to be used during a season on any edible items without our written consent. We love celebrating your athletes' successes at parties in the gym and are happy to allow the use of our brand/logo/team name for those events solely.

Parent/Guardian Signature: _____ Date: _____

APPEARANCE & EXPECTATIONS

I hereby authorize ICE to publish photographs taken of my minor child or children listed below for use in ICE's print, online, and video-based marketing materials, as well as other ICE publications. I hereby release and hold harmless ICE from any reasonable expectation of privacy or confidentiality for myself or the minor child/children listed below associated with the images specified above.

Further, I attest that I am a parent or legal guardian of the child or children listed below and that I have full authority to consent and authorize ICE to use their likeness, I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or of said photos confers no rights of ownership or royalties, whatsoever.

I hereby release ICE, its contractors, its employees and any third parties involved in the creation or publication of ICE's publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

Parent/Guardian Signature: _____ Date: _____

POLICIES & EXPECTATIONS COMMITMENT

I have read and fully understand all codes, rules, and expectations in this try out packet. I understand that I am entering into this All-star program of my own free will. I understand what is expected of me as a parent and an All-star cheerleader. I will conduct myself in a sportsmanlike manner and uphold the standards that are expected of me as an ICE All-Star parent and cheerleader.

Parent/Guardian Signature: _____ Date: _____

Cheerleader Signature: _____ Date: _____

RETURN TO PLAY



THIS Michigan Department of Community Health
State of Michigan Governor Gretchen Whitmer
MDHHS Director Robert Gordon

MEDICAL CLEARANCE: CONCUSSION - RETURN TO FULL ATHLETIC ACTIVITY

The State of Michigan requires that all youth athletes removed from physical participation in an athletic activity because of a suspected concussion¹ must undergo a medical evaluation by an appropriate health professional, and must receive written clearance before returning to full physical participation in an athletic activity. (Public Act 137 of 2017, as amended)

This form may be used to document medical clearance to return to full athletic activity after a concussion or suspected concussion.

Student Name: _____ DOB: ____/____/____

School/Organization: _____ Date of Injury: ____/____/____

Before clearing an athlete to return to full unrestricted physical participation in athletic activity after a concussion, the health professional should verify that the athlete has:

- A. Has returned to full activities of daily living.
- B. Has returned to performing their regular school activities.
- C. Has completed a graduated exertional protocol and sport specific drills.

If an athlete that has been released to return to full athletic participation experiences a return of symptoms, please be advised that the athlete should be re-evaluated by an appropriate health professional. This is important to ensure the safety and well-being of the athlete.

I HEREBY AUTHORIZE THE ABOVE NAMED STUDENT TO RETURN TO FULL ATHLETIC ACTIVITY WITHOUT RESTRICTION.

Print Health Professional Name: _____ Title: _____

Note: An "Appropriate health professional" means a health professional who is licensed or otherwise authorized to engage in a health profession and whose scope of practice within that health profession includes the recognition, treatment, and management of concussions.

Address: _____

Phone Number: _____

Signature: _____ Date: ____/____/____

1 A "Concussion" is a type of traumatic brain injury as recognized by the Centers for Disease Control and Prevention. A concussion may cause a change in a person's mental status at the time of the injury including, but not limited to feeling dazed, disoriented, or confused, and may or may not include a loss of consciousness. A concussion may be caused by any type of accident or injury including, but not limited to the following: a fall, blow, bump or jolt to the head or body, the shaking or spinning of the head or body, or the acceleration and deceleration of the head. 2 The organizing entity shall maintain this written clearance in a permanent file for the duration of that youth athlete's participation in athletic activity sponsored by or operated under the auspices of that organizing entity or until the youth athlete is 18 years of age.

Department of Human Services (DHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area.

Rev. 11/30/17