



RULES AND REGULATIONS CONTRACT POLICY

Ultimate reserves the right to add, remove or change any of this material at any time.

I hereby understand that each time “Ultimate, Ultimate AllStars” is mentioned throughout this contract it is meant to be all-inclusive of Ultimate Cheer & Dance Inc (577 NW Interpark Pl, Port St Lucie, FL 34986), and its employees/volunteers. This contract is to be initialed and signed by each athlete and their parent. This contract is valid May 2022 through June 1, 2023. Please read thoroughly with your child and initial and sign the bottom of this form.

GENERAL

1. I agree to help keep the gym clean by not bringing food or gum/candy into the practice areas, and by disposing of any trash in the appropriate trash receptacles. GUM is strictly forbidden in the FACILITY.
2. **I AGREE THAT I WILL NOT TAKE PRIVATE LESSONS, CLASSES OR CLINICS AT ANY OTHER CHEER GYM OR DANCE STUDIO.**
3. I agree to use the tumble trak, trampoline and spring floor with a coach’s supervision.
4. I agree that all cell phones must be put on silent or vibrate mode when I am inside the facility.
5. I agree that ULTIMATE is not responsible for any personal items lost or stolen and should therefore refrain from bringing jewelry or other items that I value into the facility.
6. I agree that all decisions made by ULTIMATE are in the best interest of the program and that any differences I may have will only be discussed with the ULTIMATE staff at a scheduled time.
7. I will refrain from gossiping or “talking trash” about any participant, parent, staff, etc., or other programs, as I understand that it can lead to personal conflicts and is therefore not conducive to the success of this program. Such talk may lead to dismissal from the program.
8. Any person or athlete fighting will be asked to leave immediately and may result in being expelled from the gym.
9. **I UNDERSTAND THAT ANY USAGE OF LOGOS OR THE NAME ULTIMATE OR TEAM NAMES AFFILIATED WITH ULTIMATE MUST BE APPROVED BY ULTIMATE.**

HEALTH

1. I agree to provide ULTIMATE with a list of any/all medications that I am currently taking.
2. I agree to notify ULTIMATE and the coaching staff of any and all medical conditions, which may limit or prevent my ability to participate in any Ultimate All-Stars practice or event.
3. I agree to provide valid written documentation from a doctor explaining the reason(s) and the duration for which I am limited or unable to participate in any Ultimate Cheer and Dance All-Stars activities/events.

4. I will report any and all injuries (small and big) to my coaches immediately.

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.

WHAT TO WEAR

All Athletes should wear athletic clothing. Practice wear needs to be worn during practices. 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 class/practice. All students should have activity-appropriate footwear during class. Personal items should be left in cubby holes. 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.

VIEWING AREA & LOBBY ETIQUETTE

This is for the safety of everyone involved, and for liability reasons. “Lobby Coaching” or “Parent Coaching” is not allowed or tolerated at our program. Ultimate does provide a small viewing area for parents, wishing to remain at the gym during practices and lessons. All parents, siblings and/or friends who choose to stay during practices are required to remain in the viewing area during all practices, classes and lessons. Parents' jobs are to support, encourage, and motivate your children! Leave the Coaching to the Coaches as we leave the Parenting to you! We want to work with you to give the athlete the best chance of success.

SMALL CHILDREN & SIBLINGS

Please note for families who choose to bring younger siblings, they must be kept under your constant supervision, and within your reach. Small children must remain properly behaved, and keep noise at an appropriate level, or they will be asked to leave. No small children are allowed on the spring floors, tumbling equipment, or tumble trak. They must stay in the parent viewing area. This includes athletes that are not participating in their assigned practice time.

PARENT ETIQUETTE & CONDUCT

Ultimate Allstars has implemented a “ZERO TOLERANCE” policy regarding inappropriate parent conduct. Parents who are verbally negative, bullying, derogatory towards any athletes or coaches, loud, overbearing, or distracting will be barred from the gym and/or have their athlete permanently removed from our program. This includes, but is not limited to, actions online, at competitions, and at the gym. Parents who are caught, or reportedly threatening to quit/pull, their athletes from a team for any sort of personal gain/appeasement, will be immediately dismissed from the program.

In some cases, there are occasionally individuals or parents who want to try and spread negativity within our program. Our families are here to watch their child enjoy the sport of competitive cheer, and if you cannot be a part of the positivity, then you will be asked to leave. We will not tolerate negativity and/or gossip to be spread in our program under any circumstances. Parents who have a questions/concern, should speak directly to the owners at an appropriate time, or set up a private meeting. All decisions made regarding athletes training are made with the athlete’s best interest at heart! We place athletes on teams, and in levels, where we feel they will be the most successful.

TRUST THE PROCESS!

ROSTER SELECTION

Rosters for teams are designed to give each team an equal chance for success within their division. Much like other sports, a variety of skills and abilities are necessary to give teams the best opportunity to place high at competitions. We try to match up the athletes as best we can, but please remember that maturity, physical stature, stunting, pyramids, jumps, dance, motions, and age are factors.

Every athlete is placed on a team for a reason – please trust the staff, we assure you that they are highly qualified, experienced, and credentialed to do what they do. This season we will be working harder than ever to push every athlete to improve their skills, even if it means working on skills that are above what is allowed in their current division.

The most common confusion or misconception from parents and athletes relates to tumbling ability. Proper technique is more crucial now than ever to achieve the highest scores. Simply being able to complete a skill without falling to the ground is no longer the standard for when an athlete “has” a certain skill. They must be able to perform it with perfect, or nearly perfect technique. In addition, they must be able to do it consistently, on a spring floor, under pressure, in nearly any scenario. Many athletes and parents greatly overestimate the ability and form of the athlete against the standard. A parent’s version of “my child has a layout” can often be dramatically different from the coaching staff, and this can lead to confusion about team placement.

The second most common misunderstanding comes from dramatically overestimating the importance of tumbling compared to other factors. As previously stated, there are many factors that go into determining the best spot for an athlete, not simply how well they can tumble. We must determine where the athlete will have the best opportunity to show well-rounded skills in the sport. Again, trust the staff. Please note that no athlete has an absolute guarantee of a roster spot on a particular team, nor do they have a right to any particular role or spot in a routine. We attempt to make roster changes as infrequently, and with as much warning as possible. Coaches change formations and stunt groups for a variety of reasons, many of which have nothing to do with the relative ability of the athletes in question. Many times, the flow of choreography, or formations, dictates changes that need to be made in which athletes are doing certain skills. While you are always free to ask the coaches (at appropriate times) to explain any of their decisions, making demands or threats, regarding placement are never warranted and may result in the immediate dismissal of the athlete from the program.

Athletes may be removed from our program at any time for reasons which may include, but are not limited to: attitude problems, absences and/or tardiness, lack of improvement, loss of skills that were originally tried out with, lack of financial responsibility, and personality conflicts between athletes, coaches, parents, or anyone else involved in our program. NO REFUNDS of tuition or fees will be given should an athlete be removed from a team, and all balances of annual fees including tuition will still be due in full.

ARRIVAL AND PICKUP

Be sure your student arrives 5 minutes before (no earlier please) his/her scheduled class/practice time. Please pick up your student on time. Please inform us if you know you will be late picking up your student. Instruct your student 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 students may include young children. Please drive slowly and carefully. Do not take a chance on your student running to and from your car.

THE FOLLOWING TERMS ARE FOR ALL ALLSTAR ATHLETES AND FAMILIES.

AN EXCEPTION TO TINY'S, PREP, AND REC TEAMS.

ATHLETES ONLY TAKING CLASSES ARE NOT HELD ACCOUNTABLE TO THESE TERMS

COMPETITIONS

1. I realize that I must dress in the mandatory competition attire at all competitions and team functions the entire event. I also realize that I must be courteous to all officials, coaches, hosts, competitors, and all such associated persons at all functions. In addition, I will accept my team placement during competitions in a dignified manner with no criticism or comments.
2. All competitions are mandatory. (If you miss a competition, it may result in you not competing in the next competition.)
3. I realize no absences are allowed one week before any team performance. (If you miss a competition practice the week of the competition, it may result in you not competing in that competition.)
4. I will sit with my team during competitions and cheer them on.
5. I must follow specific competition instructions or it may result in suspension.
6. I understand the competition list given may be subject to change at any time. No refunds or financial adjustments will be given.
7. I understand that if a team receives a bid to USASF Worlds, Varsity Summit or other Post Season Competitions, that all athletes from that team **MUST ATTEND**.

TEAM RULES

1. All Practices are Mandatory. You must be at all practices the week of competition or you may not compete at that competition or future competition.
2. I agree to be punctual and enthusiastic to all cheer practices, competitions, exhibitions, etc. Tardiness will not be tolerated unless excused by a coach.
3. I agree to attend all practice sessions as well as any other team activities that are scheduled.
4. I will be ready for practice 10 minutes prior to warm-ups.
5. I will notify the coaches of all expected absences at least 24 hours prior to the absence. I realize that only excused absences are allowed. I also realize that having an injury that prevents me from practicing does not excuse me from attending practices.
6. We only are to use the tumble trak, trampoline and spring floor with a coach's supervision.
7. I will attend all special camps/clinics and added or changed practices or competitions the coaches require me to attend.
8. I will set a positive example whether in or out of my uniform.
9. I will always treat my fellow teammates and my coaches with the same respect that I would like to be given. There is always an open-door policy for all athletes and parents to discuss any issue.

10. I realize that any loss of composure and/or any “back-talk” to my peers or coaching staff will not be tolerated.
11. I will wear the correct practice uniforms to all practices.
12. I will not wear or bring my jewelry to practice or any team functions. I realize that Ultimate Cheer and Dance is not responsible for my lost or stolen belongings.
13. I will not allow any persons (family members and friends included) to distract me or interrupt me during my practice session. In return, I will not interrupt any other team practices.
14. I realize that all my coaches’ decisions on uniforms and competition schedules are final and are not up for discussion.
15. I realize that in the best interest of the team, the coaching staff retains the right to remove or replace a team member at any time throughout the season.
16. If the coaching staff tells me to, I will take extra technique classes to build my skills.
17. I realize that the coaches have the right to place me on the team that they feel is best for me.
18. I realize that it is solely up to the coaches to decide if I can do more than one team.
19. I realize that it is solely up to the coaches to decide if I can compete individually.
20. I realize I must attend all functions scheduled for my team.
21. I realize that all team members and parents must abide by all the rules set before us.
22. I will be respectful and not enter into any confrontational banter on any social media outlets.
23. I will not post obscene pictures and/or sayings on any and all social media outlets.
24. I will not interfere with practices or competitions, because of a concern I may need to discuss with a coach. I will wait and schedule an appointment at a more appropriate time.
25. I realize that all team members and parents must abide by all the rules set before us.
26. I realize that this contract is active between May 2022 - June 1, 2023.
27. I understand that if I should fail to follow the above contract, or if I act in a manner that jeopardizes the name and reputation of Ultimate Cheer and Dance Inc., I may be removed from the team.
28. **I REALIZE IF I QUIT BEFORE THE SEASON ENDS. I WILL BE CHARGED A \$500 FEE DUE TO NOT COMPLETING THE SEASON.**

FINANCIAL OBLIGATION

1. I realize that my monthly tuition is due by the first of each month and that I will not be prorated for any vacations or time off. If my payments are made after that due dates, I will be charged a \$25 late fee. There will also be a \$30 fee for all returned checks and possibly legal fees to collect past due balances.

2. If I schedule a private and fail to show up, I will be charged a no-show fee of \$10.
3. I assume full responsibility for the cost of the Ultimate Cheer and Dance All-Stars competitive uniforms, practice attire, hot pants/bloomers, shoes, bow (if applicable), travel expenses, and /or any other items purchased for me, and the payment in full of those items upon receipt of the items regardless of any circumstances that may arise such as dismissal from the team, or disbandment of the team. In addition to the above list, I also make myself responsible for the annual administrative fee, monthly tuition and competition fees for the entire cheer/dance season, regardless of injury, dismissal or quitting, etc.
4. I realize that if I choose to leave the team or if I am asked to leave the team for any reason before the season is over, any and all monies that have been deposited for me are completely non-refundable/non-transferable.
5. I realize that if I plan to be on more than one team, I must be financially up to date with my ULTIMATE account.
6. If I have a balance and am no longer with Ultimate Cheer and Dance for any reason, I am still responsible to pay my balance immediately, which includes the rest of the competitive year.
7. I agree to meet all financial obligations that I undertake, including but not limited to, travel expenses, camps/clinics, competition fees, choreography fees, etc. If you miss choreography, camp, clinics, and competitions which are all mandatory, you are still responsible for payment.
8. Choreography and Competition fees are due on the date given for each team. If payment is not received, I will not be able to participate. In addition, if over half the team is not current on their fees or for any reason the Ultimate owners decide to make a change, I understand that Ultimate reserves the right to cancel or change the choreography or competition(s) dates.
9. NO REFUNDS for services, uniforms, competitions, choreography etc. **NO REFUNDS!**
10. **I REALIZE IF I QUIT AN ALLSTAR TEAM BEFORE THE SEASON ENDS. I WILL BE CHARGED A \$500 FEE DUE TO NOT COMPLETING THE SEASON. (TINY, PREP, REC TEAMS ARE AN EXCEPTION TO THIS RULE.)**

I have read and understood all policies and tuition and fee schedules. I Understand that if my tuition is not paid by the priority due date, I may be charged a \$25 late fee and/or may forfeit my spot on the team. **THERE ARE NO PRORATED REFUNDS OR CREDITS FOR MISSED CLASSES.** All vacations and time-off have already been factored into the monthly fee.

I, being 18 years of age or older, do for myself or on behalf of my child participant, if said is a minor, do hereby release, forever discharge and agree to hold harmless Ultimate Cheer and Dance Inc., their owners, directors, coaches and any employees thereof from any and all liabilities, claims, or demands of personal injury, sickness, or death as well as property damage and expenses of any nature whatsoever which may be incurred while in the facilities or on any trips due to competitions or performances.

Furthermore, I fully understand the risks associated with the usage of any and all equipment, class participation, and risks involved during performances and competitions. I (or on behalf of my minor

child participant) hereby assume all risk of personal injury, sickness, death, damage and expense as a result of participation in classes, at performances and any all competitions. The undersigned further hereby agrees to hold Ultimate Cheer and Dance Inc. harmless, as a result of the negligent and willful or intentional acts of said participant, including expenses incurred attendant hereto.

I hereby grant permission to any licensed hospital and/or doctor to administer immediate medical treatment as deemed necessary to my child should they be injured at any time during summer camp practice, competitions, trips, and all other events related to the team. I understand that I am responsible for payment of expenses incurred relating to my child's participation in these events.

I understand that Ultimate Cheer and Dance Inc. staff at all times provides the maximum safety procedures and guidelines, and therefore cannot assume responsibility from any accidents or injuries that may occur. I understand that there is a risk or personal injury associated with performing this type of activity and assume risk of such injury. I have read and understood this release and voluntarily sign this document and participate in this activity or allow my son/daughter to participate in this activity and hereby agree to this release.

As legal the guardian of my designated athlete(s) (athlete(s)), I hereby consent to all athlete(s) participating in the this facility's program(s). I recognize that potentially severe injuries can occur in any activity involving height or motion, including tumbling and related activities including cheerleading, tumble tramp, stunting, pyramids, dance, and physical activity in general. I understand that it is the express intent of all staff and personnel to provide for the safety and protection of my student(s) and, in consideration for allowing my student(s) to use these facilities, I hereby **COVENANT NOT TO SUE and FOREVER RELEASE** this facility, affiliated and partner companies and organizations, property owners and lessors, staff, contractors, subcontractors, teachers, coaches, owners, directors and other members involved in this facility's program(s), from all liability and for any and all damages and injuries suffered by my student(s) during instruction, supervision, and/or control during any and all classes or extra activities.

ATHLETE OBLIGATION POLICY

THIS POLICY MUST BE ACCEPTED AND ABIDE BY ALL ATHLETES THAT ARE COMPETING ON AN ALLSTAR TEAM - IN EXCEPTION TO TINY'S, PREP, AND REC TEAMS.

ATHLETES ONLY TAKING CLASSES ARE NOT HELD ACCOUNTABLE TO THESE TERMS

COMPETITIONS

1. I realize that I must dress in the mandatory competition attire at all competitions and team functions the entire event. I also realize that I must be courteous to all officials, coaches, hosts, competitors, and all such associated persons at all functions. In addition, I will accept my team placement during competitions in a dignified manner with no criticism or comments.
2. All competitions are mandatory. (If you miss a competition, it may result in you not competing in the next competition.)
3. I realize no absences are allowed one week before any team performance. (If you miss a competition practice the week of the competition, it may result in you not competing in that competition.)

4. I will sit with my team during competitions and cheer them on.
5. I must follow specific competition instructions or it may result in suspension.
6. I understand the competition list given may be subject to change at any time. No refunds or financial adjustments will be given.
7. I understand that if a team receives a bid to USASF Worlds, Varsity Summit or other Post Season Competitions, that all athletes from that team **MUST ATTEND**.

TEAM RULES

1. All Practices are Mandatory. You must be at all practices the week of competition or you may not compete at that competition or future competition.
2. **A \$25 fee for every missed unexcused absence after the 3rd unexcused absence.**
3. I agree to be punctual and enthusiastic to all cheer practices, competitions, exhibitions, etc. Tardiness will not be tolerated unless excused by a coach.
4. I agree to attend all practice sessions as well as any other team activities that are scheduled.
5. I will be ready for practice 10 minutes prior to warm-ups.
6. I will notify the coaches of all expected absences at least 24 hours prior to the absence. I realize that only excused absences are allowed. I also realize that having an injury that prevents me from practicing does not excuse me from attending practices.
7. We only are to use the tumble trak, trampoline and spring floor with a coach's supervision.
8. I will attend all special camps/clinics and added or changed practices or competitions the coaches require me to attend.
9. I will set a positive example whether in or out of my uniform.
10. I will always treat my fellow teammates and my coaches with the same respect that I would like to be given. There is always an open-door policy for all athletes and parents to discuss any issue.
11. I realize that any loss of composure and/or any "back-talk" to my peers or coaching staff will not be tolerated.
12. I will wear the correct practice uniforms to all practices.
13. I will not wear or bring my jewelry to practice or any team functions. I realize that Ultimate Cheer and Dance is not responsible for my lost or stolen belongings.
14. I will not allow any persons (family members and friends included) to distract me or interrupt me during my practice session. In return, I will not interrupt any other team practices.
15. I realize that all my coaches' decisions on uniforms and competition schedules are final and are not up for discussion.
16. I realize that in the best interest of the team, the coaching staff retains the right to remove or replace a team member at any time throughout the season.

17. If the coaching staff tells me to, I will take extra technique classes to build my skills.
18. I realize that the coaches have the right to place me on the team that they feel is best for me.
19. I realize that it is solely up to the coaches to decide if I can do more than one team.
20. I realize that it is solely up to the coaches to decide if I can compete individually.
21. I realize I must attend all functions scheduled for my team.
22. I realize that all team members and parents must abide by all the rules set before us.
23. I will be respectful and not enter into any confrontational banter on any social media outlets.
24. I will not post obscene pictures and/or sayings on any and all social media outlets.
25. I will not interfere with practices or competitions, because of a concern I may need to discuss with a coach. I will wait and schedule an appointment at a more appropriate time.
26. I realize that all team members and parents must abide by all the rules set before us.
27. I realize that this contract is active between May 2020-April 2021.
28. I understand that if I should fail to follow the above contract, or if I act in a manner that jeopardizes the name and reputation of Ultimate Cheer and Dance Inc., I may be removed from the team.
29. **I realize if I quit before the season ends. I will be charged a \$500 fee due to not completing the season.**

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9. I will always treat my fellow teammates and my coaches with the same respect that I would like to be given. There is always an open-door policy for all athletes and parents to discuss any issue.
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28. **I realize if I quit before the season ends. I will be charged a \$500 fee due to not completing the season.**



LIST TEAM(S) OR CLASSES HERE:

Automatic monthly withdrawal from credit card.

(Must fill out Electronic Funds Transfer form.)

NOTE: EVERYONE MUST HAVE CREDIT CARD ON FILE

To Make a Payment:

1. Fill out an Electronic Funds Transfer Form and have fees automatically withdrawn monthly. Must be done for Monthly Tuition.
2. Place payment (checks only) in tuition box for other payments not for tuition.
3. Give payment (checks, cash or credit card) to Sherry, Brittany, Gym Manager, or Office Manager. If you pay with cash, please ask for a receipt.
4. Mail in your payment to: Ultimate All Stars 577 NW Interpark Place Port St. Lucie, FL 34986

***Electronic Funds Transfer
eProcessing Network
Account # 120659***

Day of the month: _____ (between 1st-10th acct. will be charged)

Amount: \$ _____

First Name: _____

Last Name: _____

Address: _____

City: _____ State: FL Zip: _____

Credit Card #: _____ Expires: _____ Security Code _____

I understand that I will be charged the monthly fee required to have my child participate at Ultimate Allstars. I understand all monies paid to Ultimate Allstars are non-refundable.

I understand that my credit card will be charged without my permission if payment has not been received on time for tuition, choreography fee, competition fee, uniform fee, summer camp fee, clinics and any other fees related to my child.

Parent Print/Signature

Date

Ultimate Allstars 577 NW Interpark Place FL, 34986

Phone: (772) 215-5739 **Email:** UltimateAllstars@gmail.com **Website:** www.UltimateAllstars.net