

GENERAL RULES AND GUIDELINES

Rules Regarding Absence & Tardiness from Practices:

All Star cheerleading is equivalent to a travel team or a competitive team. We expect 100% dedication to your team. That means attendance is MANDATORY.

1. OC Elite practices should take precedence over all other activities. Please remember that this is an ALL STAR COMPETITION SQUAD. Your acceptance of a position on the squad is your commitment to attend all practices. While we would like to have everyone present at all practices, we realize this is not a realistic expectation. If for some reason you are unable to attend please notify 24 hours in advance, via email, or personal contact by phone. YOU MUST receive an email confirmation or a call (from coach or staff) that we received your request to miss a practice. Do not feel that because you are paying to participate, you can choose to skip a practice. All members pay the same tuition and expect you to be at practice, on time, every time. Excessive absences will result in (a) not being able to compete with the team or (b) being asked to leave the squad.
2. Your coach will determine if your absence from practice is excused or unexcused; do not ask a teammate to pass on the information.
3. Four (4) unexcused absences may result in dismissal from the squad with no monetary refund. This means you will be responsible for all financial obligations that are stated on this agreement except tuition.

Excused/Unexcused absences will include:

1. Illness/Immediate Injury to the cheerleader (Fever) and/or immediate family members requiring the cheerleaders for travel and attention will be an excused absence.
2. A Death in the immediate family will be an excused absence
3. Cheerleading at school functions (Pep-rallies, games, competitions, parades) are considered excused absences with early notification.
You are expected to call the gym or a teammate for an update after missed practices. If new material was covered you should get a teammate to teach you the new material before the next practice.
 - A. If you are ill but not contagious, We would prefer you to be at the practice to watch from the sidelines for any changes that may affect you in the routine.
 - B. We understand that there are circumstances where your absence is unavoidable, but keep in mind that this is an activity that you have chosen and your attendance, or lack of it, affects every member on your squad.
4. Non-School Cheerleaders attending (Games, or other sporting events) are not considered an excused absence.
5. Personal vacation are not considered an excused absence. For example: If you miss two practices for a week of personal vacation, that will be two unexcused absences. The schedule is set and the yearly schedule is put out for you to manage your year appropriately.
6. School functions other than sporting events will be handled on a case by case basis, but there is no guarantee that these will be excused. Please manage these school obligations with this in mind.
7. Dr's and Dentist appointments are not considered an excused absence. Please plan according to the practice schedule.
8. NO All Star Athlete is to cheer for a school basketball team. This is a huge conflict during our competition season

9. Athletes will be required to return to practice after a competition or vacation on scheduled practice dates. If you choose to stay longer or go before and miss a practice. That will be considered a unexcused absence.
10. Distant family visitation is not a reason for a missed practice and will not be excused.
11. Athletes, friends, and families birthdays are not considered an excused absence.
12. Planned family outings are not considered an excused absence. Please plan according to the practice schedule.
13. Non major holidays are not an excuse to miss practice. OC Elite will schedule major holiday vacations. For example Valentines Day is not considered a major holiday.
14. Studying for test or Excessive homework is not considered an excused absence.

Practice and Competition

Cheerleaders must attend all practices.

1. Attendance during the last 30 minutes of practice for tumbling will be MANDATORY. It is up to you to stay informed about your team's schedule. Check e-mails and website often.
2. Xtra tumbling class will be a \$10 monthly fee. This class is not mandatory. There will be no make-ups for non- attendance.
3. Practices are two times a week, and possibly 3 during routine practice season.
4. No Parent is allowed to yell onto the floor or to speak to any team member or coach while practice is in session.
5. There will be no cell phone use during practice. Only usage will be during a break the coach gives.
6. White cheerleading shoes must be worn to practice.
7. Appropriate underclothes should be worn at all times (sports bras, bloomers, etc.). Sports bras should be worn under practice shirt.
8. Use of tobacco, alcoholic beverages or illegal drugs is strictly prohibited and will not be tolerated.
9. Do not complain, make excuses, back talk or use any disrespectful gestures or profanity to your coaches. In case of this activity, the athlete will be asked to leave the floor. In repeating of this activity, the athlete will be removed from the team. They will be able to return the following season.
10. Be respectful to your teammates, coaches, parents and spectators.
11. The gym is not responsible for lost or stolen items. Items found will be placed into the Lost and Found box, and emptied every week.
12. Routines are left to the discretion of the coaches. Please direct any questions to the Director not the head coach.
13. During the year, each team has additions and losses to the team due to many circumstances, which may require the coach to move a cheerleader to another squad. All decisions are made by the coach on what is best for the team(s). There will be a cut off date set by director to protect the routine longevity.
14. Parents: Practice and competitions should not be used as a punishment for your child's actions. They are a team and must practice and compete as a team. Please find another method of punishment.
15. Practices will be added and changed throughout the year depending on the competition schedule. Please feel free to speak to your child's coach about this; just remember to do it at the appropriate time. Approaching a coach in the middle of a practice would not be an appropriate time.
16. Never post any negative comments on any website or chat rooms.
17. The dismissal or addition of a team member is solely the coach's decision.
18. Parents, relatives, friends and cheerleaders are never allowed to speak with competition Officials for any reason.

19. We recommend all cheerleaders to use the same accommodations for out of town competitions. If you choose to stay away from the team, you will be responsible to make it to a practice if the coach calls one.
20. Each child is required to have a chaperone. Your coaches are not your child's chaperones.
21. Please understand that all out of town competitions are not vacation times. You are required to attend all extra practices that your coaches call, no matter what time.
22. All cheerleaders must be in uniform during the award ceremonies.
23. If you do not attend a competition without prior approval from you coach, it will result in immediate dismissal from the squad and no fees will be refunded. You will also be required to complete your financial obligation. This does not include Tuition.
24. The Director may change, add or subtract any rule at any time.

Acknowledgement and Agreement

As Consideration for being allowed to enter the gym area and/or Participate in any party and/or program at (PCA/OGC) the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1: I represent that I am the parent or legal guardian of the Participant(s) named above or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.

2: I acknowledge and understand that there are known and unknown risks associated with participation in PCA activities and the use of the gym area, inflatables, trampolines, pits and any and all other (PCA/OGC) equipment, including but not limited to Parties and Open Gym, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.

3: I, for myself, family in attendance and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.

4: I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity at PCA.

5: I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this OGC facility, Oconee Gymnastics LLC, or PCA and connected LLC their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of PCA.

6: I additionally agree to indemnify the independent owner of this OGC facility, and Director of PCA, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of PCA.

7: I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

8: I understand that entry, by myself and the participant(s) named, constitutes consent for PCA to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

9: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10: Any controversy, dispute, or claim arising out of or related to this Agreement shall be within the State of Georgia

I UNDERSTAND ALL TEAM RULES OF THE OC ELITE AND WILL ABIDE BY THEM. I UNDERSTAND THAT ONCE I AM PLACED ON A OC ELITE SQUAD, FAILURE TO FOLLOW THROUGH WITH THE CONTRACTED SEASON MAY PROHIBIT ME FROM PLACEMENT ON A OC ELITE SQUAD IN THE FUTURE. I ALSO UNDERSTAND I MAY NOT PARTICIPATE AT ANOTHER CHEER GYM DURING THE SEASON UNLESS IT IS WITH A SCHOOL SQUAD PRACTICE. I UNDERSTAND THAT ANY & ALL PAYMENTS ARE NON-REFUNDABLE.

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WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT
BY SIGNING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

In consideration of the services provided by Performance Cheerleading Academy, its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf collectively referred to herein as "Performance Cheerleading Academy," and in consideration of me or my minor child or children being allowed to participate in related facilities, events, activities, and/or use equipment, I hereby agree as follows:

1. I acknowledge and agree cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks which 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, as well as other more serious risks. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. Additionally, traveling to and from competitions, shows, meets and exhibitions raises the possibilities of any manner of transportation accidents. I acknowledge and agree the activities in which I or my child or children engages in while on the premises or under the auspices of Performance Cheerleading Academy pose known and unknown risks which could result in severe bodily injury including without limitation, paralysis, death, emotional distress and/or other damage to me, my child or children and/or property and/or third parties.
2. I represent and warrant that I and my child or children are physically capable and fit to participate in Performance Cheerleading Academy activities and none of us have any medical condition or need which is not listed below or been previously disclosed to Performance Cheerleading Academy. I represent and warrant that neither I nor my child or children is under the influence of alcohol or mind altering drugs and will not carry, use or consume alcohol or drugs before or during Performance Cheerleading Academy activities or on the premises of Performance Cheerleading Academy.
3. By signing this Waiver, I hereby grant Performance Cheerleading Academy permission to address and treat any medical conditions and emergencies for me and my child or children as Performance Cheerleading Academy deems appropriate, and I agree to pay any charges for such medical treatment, including related transportation. I represent and warrant to reimburse and indemnify Performance Cheerleading Academy for any charges or payments made by Performance Cheerleading Academy to provide medical treatment to me, my child or children.
4. I for myself and for my minor child and/or children and on behalf of my heirs, assigns and/or personal representatives referred to herein as "Releasers," knowingly and freely accept and assume all the risks, both known and unknown, connected with Performance Cheerleading Academy activities. I acknowledge and agree to assume all risks to the fullest extent of the law, even for injuries arising out of the negligence of Performance Cheerleading Academy or other

Performance Cheerleading Academy participants. My participation and the participation of my child or children in Performance Cheerleading Academy activities is purely voluntary. No one has forced or coerced me or my child to participate. I choose for myself and my child or children to participate in Performance Cheerleading Academy activities despite the known and unknown physical, mental, emotional and/or other risks.

5. The Releasors hereby: A. Release Performance Cheerleading Academy with respect to any and all liability, claim, allegation, and/or lawsuit, including without limitation any liability, claim or allegation for injury, paralysis, disability or death and/or loss or damage to personal property arising out of or related to my, my child or children's participation in or at Performance Cheerleading Academy related activities regardless of whether the injury occurs as a result of the negligence of Performance Cheerleading Academy or otherwise to the fullest extent permitted by law; B. Covenant not to sue Performance Cheerleading Academy for any claim released herein.

6. I for myself, and for my minor child or children, represent and warrant that I will follow the terms, rules, and conditions for participation in Performance Cheerleading Academy activities and will follow the instructions of Performance Cheerleading Academy staff at all times. If I become aware of or observe any hazard or dangerous condition during my attendance or participation, I will remove myself, my minor child or children from participating and immediately notify the nearest Performance Cheerleading Academy staff person. If I do not agree with the resolution described by the Performance Cheerleading Academy staff, I will immediately remove myself and/or my minor child or children from participation. I for myself, and for my minor child or children acknowledge and agree I have waived my right to bring or maintain any lawsuit against Performance Cheerleading Academy for any claim arising from an instances in which I did not follow the terms, instructions, rules, and conditions of Performance Cheerleading Academy.

7. Releasors hereby indemnify and hold harmless Performance Cheerleading Academy from any and all damages arising out of or related to any claim released herein, any false, inaccurate or misleading statement in this Waiver or any failure of the releases and waivers in this Waiver to be enforceable. Such damages may include without limitation medical costs and attorneys' fees.

8. I certify that my child or children has health, accident and liability insurance to cover bodily injury or property damage which may be caused or suffered while participating in activities with Performance Cheerleading Academy including without limitation activities on the Performance Cheerleading Academy premises and activities including competitions not on the Performance Cheerleading Academy premises. I hereby certify, represent and warrant to assume and bear the costs of any injuries or damages which occur to me, my child or children while engaged in Performance Cheerleading Academy activities on and off the Performance Cheerleading Academy premises including injuries and/or damages caused directly or indirectly from participation in Performance Cheerleading Academy activities.

9. I acknowledge and agree if anyone is hurt or property damaged during my participation or the participation of my child or children in an Performance Cheerleading Academy activity, I may be found by a court of law to have waived my right to bring and maintain a lawsuit against Performance Cheerleading Academy on the basis of any claim from which I have released Performance Cheerleading Academy by signing this Waiver.

I represent and warrant I have been afforded the opportunity to ask questions, request and receive explanations concerning this Waiver and I have not been provided any information, oral or written, which in any way alters or changes the above information. I hereby give my permission and consent for all participants for whom I am responsible and whose names are listed below. I acknowledge and agree this document is governed by the laws of the State of Georgia without regard to the conflicts of law. If any portion of this Waiver is found void or unenforceable, the remaining portions shall remain in full force and effect.

I REPRESENT AND WARRANT I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ALL OF ITS CONTENTS. I FURTHER REPRESENT AND WARRANT THAT MY SIGNATURE IS VOLUNTARY AND WITH THE INTENT TO BIND MYSELF. I FURTHER INTEND TO GRANT PERMISSION FOR MY MINOR CHILD OR CHILDREN TO PARTICIPATE IN ANY AND ALL Performance Cheerleading Academy AND FACILITIES AND ACCEPT ALL RISKS ASSOCIATED THEREWITH. IT IS MY INTENTION TO EXEMPT AND RELIEVE Performance Cheerleading Academy FROM ALL LIABILITY FOR PERSONAL INJURY, INCLUDING WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION INCLUDING NEGLIGENCE OF Performance Cheerleading Academy.