



Stars Vipers
Team Contract
2022-2023

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Parent/Guardian Information Page

Date:

Athlete's Name:

Parent/Legal Guardian's
Printed Name:

Parent/Legal Guardian's
Contact Number:



Policies, Procedures and Rules

Payment Policies

All payments will be automatically deducted from the account you designate in the parent portal per the above payment schedule. Payment information on the parent portal must be up to date at all times. There will be a \$20 late payment fee if deposits, tuition, and escrow fees are not paid by the dates in the 22-23 Tryout Packet. Stars Vipers 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 our attorney or to a third-party collection agency for which charges, attorney and court fees will apply, and that parent is solely responsible for the total amount.

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Refund Policies

Under no circumstances will there be any form of refund regardless of the reason. We are under no obligation to buy any uniforms, practice wear, or shirts purchased by any member if they decide to leave the program. However, Stars Vipers DOES reserve the right to purchase the uniform if needed. If you have prepaid any expenses, they will not be refunded for any reason.

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Attendance Policies

*Stars Vipers is a structured program where success relies on athletes and parents adhering to our policies. We realize many athletes are involved in a variety of activities; however, we cannot make exceptions for schedule conflicts including homework, studying for exams/projects, school athletics, and *school cheer. We practice up to 2.5 hours during the week and up to 2.5 hours on the weekend. We expect top priority and 100% commitment to attending every practice. Due to our policies, we are able to keep extra practices to a minimum because our practice times are productive and mandatory. *We do not want to deter athletes from school cheer. In many cases we can try to accommodate this activity, but it involves very detailed communication with the team reps and school coaches far in advance. (More than two weeks. The earlier the better.)*

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Policies, Procedures and Rules ***Continued***

Summer Absence Policy

Your athlete is allowed up to 2 absences for vacations or other reasons in the SUMMER ONLY. These vacation dates must be put on our calendar with team reps at least two weeks in advance. There should be no more absences after August 15th. Exceptions may be made if communicated before tryouts for custody situations, school cheer camp, and choreography dates scheduled outside of regular practice time.

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Absence Policy

After August 15th the only excused absence is a school function that is mandatory for a grade. **All other absences are unexcused. Part-time jobs, dances, concerts, banquets, long distance driving, family reunions, weddings, recitals, school/church socials, and any other non-related school activities are unexcused (unless communicated well in advance and approved). Absences are not allowed the weekend and week prior to a competition. An unexcused absence may result in the athlete being moved to an alternate position or pulled from an upcoming performance at the discretion of the staff. It is the responsibility of the athlete to learn any changes prior to the next practice. Alternates must follow all requirements and guidelines. Since school activities are planned well in advance, please communicate to us any mandatory events well in advance since absences must be approved by staff to be excused. We will verify with school administration and the teaching staff if we think someone is being less than truthful. Be prepared to show documentation from a teacher or instructor. You will be removed immediately if the request is falsified.

**Please look at our update on our sick policy below.

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Class Makeup Policy

Because of our strict athlete to coach ratio, make-up classes will only be available for classes that have openings. Each athlete will be allowed to use six make-up classes per year (Jan.1-Dec 31) and must be scheduled within 24 hours prior to the class. Missed classes will not result in prorated tuition or refunds. No refunds for classes missed including scheduled holidays.

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Policies, Procedures and Rules ***Continued***

Team Reps and Communication

Most communication will be received from your designated team rep. Each team will have a designated coaching staff and a team representative responsible for relaying information. Any questions or team related concerns should be addressed with the team representative prior to contacting Rebecca or Danny. Team representatives will also be assisting the teams at competitions and working closely with the staff. Additional information will always be posed on our website (starsvipers.com) or on our social media sites (Facebook, Instagram, and Twitter).

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Team Practice Rules

All practices and stunt practices are closed. There is to be no jewelry worn at practice, which includes all earrings, belly button rings, and necklaces. This is not simply for appearance sake, for the safety of the one wearing the jewelry and for those either flying or basing who might be injured as a result. All cell phones should be turned off and collected during practice times. There is to be no gum at practices or competitions. Tattoos must be covered at all times. Stickers used during tanning sessions should be worn in an area not visible. There is to be no excessively long fingernails or sculptured nails. No videotaping of practices. Practice clothing must be worn as scheduled on the monthly calendars.

Most practices are closed to parents and siblings/friends to include routine changes and choreography. This includes when practices run long (this will happen on occasion). If you have a child in a team practice and a sibling in tumbling you are not allowed to be in the practice area. In short, please do not find excuses to be in the practice area during team practice. It is counterproductive to running an effective practice.

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Traveling Requirements

Making sure our athletes are rested and fully prepared to compete is paramount. Please note that when we are traveling you are required to have your athletes at the venue the night before no later than 8:30 pm. If you cannot arrive by 8:30 pm, please send your athlete with another athlete or family member or communicate well in advance with your team representative.

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Policies, Procedures and Rules ***Continued***

Injuries

In the event that an athlete is injured at home or during other extracurricular activities, we ask that you please notify us as soon as possible. Please do not leave messages of this nature on our message service. You should call the gym and the team representative to get the necessary information to the coaches. We will make changes with choreography prior to the practice. We will re-choreograph routines or replace the athlete based on the athlete's injury and length of recovery. Once the individual has fully recovered, he or she may or may not be placed back in the routine. The coaches have complete discretion in replacing such individuals for the rest of the season if they feel it is best for the team. All injured athletes must continue to pay their tuition. Please note, if your athlete is injured, you will still be required to pay monthly tuition and escrow.

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Drop Procedure

PARENTS MUST NOTIFY STARS VIPERS 30 DAYS IN ADVANCE TO DROP AN ATHLETE FROM CLASS. Only a drop request via our parent portal is acceptable. You are responsible for payment for your athlete's classes WHETHER OR NOT YOUR ATHLETE ATTENDS CLASS until the time you notify the staff VIA PARENT PORTAL. Please do not rely on your athlete to verbally let us know that he/she will no longer be attending classes. If an athlete stops coming to class without notification, then that athlete's account will be charged for the additional 30 days. This charge will be for holding the athlete's place in that class instead of offering that place to one of the many on a waiting list. ALL TUITION AND FEES ARE NON-REFUNDABLE.

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Lost or Damaged Items

Stars Vipers and the facility's staff will not be responsible for ANY items that may be lost or stolen. Lost, misplaced or damaged clothing will be replaced at your expense. Be sure your athlete's personal items are marked with his/her name.

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Arrival & Pickup Procedures

Be sure your athlete arrives 10 minutes before his/her scheduled class and practice time. Please pick up your athletes on time. Please inform us if you know you will be late picking up your athlete. Instruct your athlete 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 athlete running to and from your car.

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Code of Conduct

A member must at all times be a strong representative of Stars Vipers and a positive reflection of his/her teammates. You are expected to maintain a positive attitude at all times during practice, competitions, and other events.

Abusive behavior, lying, and/or any other form of negative behavior are grounds for removal from the program. We will not tolerate comments about other teams and their programs. Let's respect their teams, and we will get respect in return. Many of you communicate with other cheerleaders at various organizations through email, Facebook, GroupMe, Twitter, Instagram, Snap Chat, and message boards. Please remember that anything you ever say is a direct reflection on this organization. NOTE: If you are caught sending rude or inappropriate messages on social media you will be subject to immediate dismissal. In addition, you cannot use the Stars Vipers name or any variation of our name in your email address. You may use SV_(name) as your username.

Teammates are expected to treat one another with mutual respect. They should treat and talk to one another in a manner in which they want to be spoken to. We do not tolerate pettiness, gossiping, or cliques, all of which attempt to exclude or alienate certain members. Back talk, rolling of eyes and any other disrespect for instructors or teammates is unacceptable. After a warning, the team member will sit out of practice until the problem is resolved.

A problem between an athlete and a staff member will first be addressed between the owners. If not resolved, a parent will be notified of the problem and will be expected to assist the staff in solving the problem. A parent should never reprimand or discipline someone else's athlete. We will handle any disciplinary problems privately.

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Waiver of Liability

Participant (Or Participates) Agreement, Release, and Assumption of Risk

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

WARNING: THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT, I GIVE UP MY RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO MY PROPERTY, OR FOR DEATH, ARISING OUT OF MY USE OF THE EQUIPMENT, OR ARISING OUT OF PARTICIPATION IN CLASSES OR ACTIVITIES. THIS AGREEMENT IS BINDING ON ME, MY CHILD/CHILDREN, MY HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES ME TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.

ASSUMPTION OF RISK:

I agree that I and/or on my child's/ward's behalf ("Children") am/are voluntarily participating in the activities offered by Stars Vipers. For purposes of this Agreement, I and Children may also be referred to as ["Participant(s)"]. I am considered a Participant even if only observing activities. I understand and agree that there are risks of significant injury to Participant(s), whether caused by other guests, employees, or someone else, in our or their use of or presence on Stars Vipers' premises. I understand and agree that these risks of injury include, but are not limited to, slips, trips, falls, collisions, thefts, equipment failure, or other such accidents or incidents that may result in injury, harm or damage including, but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death, or other forms of pain or suffering. Risks may also include, but are not limited to, injuries that occur from the negligence or lack of adequate training of those employees, agents, or volunteers of Stars Vipers, negligence or lack of adequate training of those who seek to assist with medical or other help either before or after injuries have occurred, injuries resulting from the failure of equipment used at Stars Vipers, injuries resulting from the negligence of Stars Vipers, or the negligence of other guests, visitors, or persons who may be present at Stars Vipers or the negligence of the designers, manufacturers or installers of the equipment. I, on my own behalf and on behalf of Children, fully understand and voluntarily accept, and specifically ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks. I further acknowledge I have explained these risks to the Children. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I or Children sustain, including personal injuries to me and/or Children, damage to property, or damage arising out of death.

PROMISE NOT TO SUE: In consideration of my observing or using the facilities or equipment of Stars Vipers, and/or in consideration of my participating in the classes or activities sponsored by Stars Vipers, I, on my own behalf and on behalf of Children, hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, AND PROMISE NOT TO SUE, Stars Vipers or any other visitor, or person present in or using the facilities or equipment, for any injury rising from my or Children's use of the facilities or equipment, including those resulting from the negligence of Stars Vipers and any other visitor, or person present in or using the facilities. It is my express purpose to bind myself, my heirs, my administrators and my executors hereby and those of Children as well.

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Copyright & Miscellaneous Information

All routines/choreography including music, cheers, dances, stunts, transitions, and tumbling should be highly protected and shall not be shown or discussed with others. Stars Vipers choreography should never be copied or taught to anyone without consent from Stars Vipers ownership. This also includes any and all portions of music selections and editing. No video of routines, choreography or tryout material should be uploaded to any online site such as YOUTUBE or any social media site. Ownership must approve all designs bearing the Stars Vipers name or logo. Anything created without our approval is unacceptable and cannot be sold or used for personal use independently. Our logos have full protection and are copyrighted. Any money awarded to teams at competitions will go directly to Star Athletes LLC. Tuition does not pay for the right to perform. If your athlete does not perform, we will do everything in our power to get your athlete a jacket, shirt and/or medal but if we cannot then it will go to the athlete that took his/her spot. Individuals must meet the skill level requirements in order to compete. Mandatory tumbling and jump classes will be assigned as needed. Athletes can be moved to an alternate position if they do not maintain the skill requirements. We believe in perfection before progression. We will not allow athletes to learn advanced tumbling skills before perfecting their basics and team tumbling requirements. Proper technique is everything and only perfected skills will be choreographed in a Stars Vipers routine. Absolutely no unsupervised tumbling or stunting is to be done at Stars gym. An instructor must be present at all times. Stars Vipers reserves the right to change a team's division and level at any time throughout the year.

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Payment Authorization Approval

Payment information must be updated on the Parent Portal.

*I understand that I am liable for costs covered in the 22-23 Tryout Packet and hereby authorize Stars Vipers to charge my card on file for the amount due on my account. If necessary, Stars Vipers may initiate credit adjustment for any charges made in error. Stars Vipers may charge my card for periodic miscellaneous charges at my request. This authorization is to remain in full force and effect until Stars Vipers has received written termination of this service. **30 days is required for termination.** Failure to keep my account in good standing may result in my athlete being unable to practice, dismissal from Stars Vipers, and my account being sent to a collections agency or to Stars Vipers' attorney.*

Parent/Legal Guardian's Printed Name:

Parent/Legal Guardian's Signature:
