



# *Memphis Club Lions*

## *2021-2022 Season Packet*

Welcome to the world of cheerleading and congratulations on becoming a member of our Memphis Club Lions family. This packet has been created to introduce you to our program and provide you with key information and policies that if followed, will ensure a positive experience for you and your family.

***Please take the time to read and understand  
ALL the information contained in this packet.***

Below is a brief outline of the packet contents:

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- Policies & Procedures, pp.3-5
- Tuition & Fees, p.6
- Competition Schedule & Camp Dates, p.7
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At Memphis Club Lions we are all very competitive, and of course we want to win. However, if we were to limit ourselves by defining “Winning” as just a first place trophy, then we feel we are not doing what is best for the young athletes who come to train and compete with us. The goals of competitive sports reach far into the futures of the athletes we train. These young people are the next generation of leaders in their homes, communities, religious organizations, businesses, country, and the world. Our mission is to help prepare them for these roles in life that we must assume.

Your child will learn about mental toughness and team work. They will increase in confidence as they learn new skills. With your help, they will understand the meaning of dedication, commitment, and hard work. Finally, they will have opportunities to demonstrate leadership principles and much more.

Each and every family is important to us and our program. As our program grows, we strive hard so that no one will get lost in the crowd or feel like just another number.

**Any questions may be addressed to:**

Chris Crabtree – President/Owner

Lisa Pennington – Manager/Coach

*We are looking forward to another outstanding season. Please help us by following the guidelines set forth in this packet. It is much easier for the coaches and athletes to do their job when they do not have to worry about outside issues. When you have read and understood everything in this packet, please fill out all appropriate forms and turn them into the front office today. Incomplete paperwork will not be accepted.*

## PARENT & ATHLETE CODE OF CONDUCT

- ★ Profanity, abusive language, or bullying will not be tolerated and may result in your removal from the program.
- ★ Athletes are expected to keep their bodies healthy and should abstain from alcohol, tobacco, vaping, and drugs. There will be no drinking of alcohol, smoking, vaping or using drugs at any practice, competition, or program event.
- ★ Anyone caught stealing or defacing property will be immediately removed from the program.
- ★ All athletes, family members, and friends of athletes will show good sportsmanship at all times.
- ★ **NO GOSSIP** about any other teams (allstar or school). **NO GOSSIP** about a child on your team or another team. **NO GOSSIP** about coaches and staff. It is much better to address a problem than to listen to idle gossip.
- ★ Never post negative comments on social media (Facebook, Instagram, etc) about anything to do with our cheer program or any other cheer program, participants, coaches, or parents.



*Good sportsmanship, polite manners, and a kind disposition are mandatory at all competitions and practices.*

*This program prides itself on setting a high standard of behavior. Please help us to continue in this endeavor.*

## POLICIES AND PROCEDURES

### Attendance

We expect 100% dedication to your team. That means attendance is mandatory.

Excused Absences include:

- ★ A school function that results in a grade for that class.
- ★ A death in the family.
- ★ A contagious sickness, but you must first talk with your coach.

Unexcused Absences include, but are not exclusive to:

- ★ Jobs
- ★ Dances, birthday parties, concerts, banquets, family reunions, weddings, etc.
- ★ School projects and homework or tests.
- ★ Traffic or long distance driving. If you are driving two hours to tryouts, you will be driving two hours to practice at least twice a week, please take that into consideration. Traffic in our area is always a problem, so plan accordingly.

Withholding a child from a practice or a competition should never be used as a form of punishment. There are precious few hours that we have these teams together, every moment must be used. It is extremely important you get to practice on time and not miss. Excessive tardiness or absences will result in dismissal from your team. Also, you must attend practice if you are sick and not contagious; please inform your coach immediately, but your presence will be needed at every practice.

Out of town vacations taken between June 1<sup>st</sup> - August 1<sup>st</sup> must have vacations slips submitted by May 31<sup>st</sup>. You will be expected to be at practice unless otherwise on vacation. Beginning August 1<sup>st</sup>, practices are mandatory. **No absences will be allowed two weeks leading up to any competition (no exceptions).** We cannot stress how important your attendance is – there is choreography, stunting, and formations, etc. taught at every practice. If you miss that information, you hold the entire team back.

### Punctuality

You are considered tardy to practice if you are not on the practice floor ready to practice when your practice BEGINS. This means appropriate practice wear on, shoes on and tied, hair up, snacks and drinks taken care of, and ready to go. You must also arrive to all competitions and any scheduled event on time. Punctuality is a MUST.

### Physical Health, Injuries, and Conditioning

Cheerleading and dance are highly competitive and dangerous sports. The stunts and tumbling could lead to injuries. These include but are not limited to bruises, pulled or strained muscles, torn or strained ligaments, broken bones, dislocations, etc. We take every precaution to limit these injuries. Unfortunately, we cannot prevent them all. In the event that your child is injured, we will take every necessary step to ensure your child's well-being.

Cheerleading is a very strenuous sport. Therefore, all of the athletes in our program are expected to be in top physical condition. This includes flexibility, strength, and endurance. If needed, you may be required to take an additional tumbling class or a stretch/stunt class. All extra classes will be billed to your account.

All team members are expected to take care of their bodies. This means absolutely NO DRUGS, NO ALCOHOL, NO TOBACCO. It also means that each athlete should strive to follow a nutritious meal plan combined with a quality multivitamin supplement appropriate for their age.

## **Dress Code**

Female athletes must wear a cami or sports bra under all shirts. Male athletes must wear compression shorts under their shorts. Parents, please help us enforce this rule!

If your child is a flyer or is taking a stretch or stunt class, they should always wear bloomers or tight fitting shorts under a regular pair of shorts.

NO JEWELRY!!! Wearing jewelry of any kind could result in an injury to your child or to another child. Fingernails need to be kept short, and please no fake fingernails.

It is your responsibility to wear the assigned practice wear to every practice according to the schedule provided. This promotes team unity.

## **Competitions**

We will attend between 3 and 4 competitions for the season. You will be notified of the dates and locations. Competition season begins October and will run through March. Competition dates will be posted on the website as soon as we have them confirmed. You will be responsible for hotel fees and your travel. There will also be participant fees for each competition as well as a fee for coach's travel.

Competitions are chosen by the coaching staff. The coaches travel fee and competition fees will be calculated together.

Parents, relatives, friends and cheerleaders are *never* allowed to speak with competition officials for any reason.

## **Fundraising**

Due to the pandemic, we are unsure at this moment if these will be available. If they are, this is how they will work: 100% of the proceeds from the fundraisers below will go directly into your account. In the event that you leave the program or are asked to leave, any money that was fundraised **CAN NOT** be refunded due to our 501c designation. Beside each event is the person who is over that fundraiser and their email address. Please email them directly if you would like to be added to their distribution list.

- Memphis Redbirds: Laurie Burlison, [lburlison@tipton-county.com](mailto:lburlison@tipton-county.com)
- FedEx Forum: Amber Norton, [amberton78@gmail.com](mailto:amberton78@gmail.com)

## **Community Events**

Memphis Club Lions feels it is important that our athletes are involved in the community. For this reason, we will be participating in community events. Participation is encouraged. We will post those events on the website as soon as they become available to us.

## **Refunds**

No money will be refunded to cheerleaders that voluntarily quit the program or are asked to leave due to behavior problems or too many absences. This applies to all monies paid including competition fees. Other refund requests will be decided by Chris Crabtree.

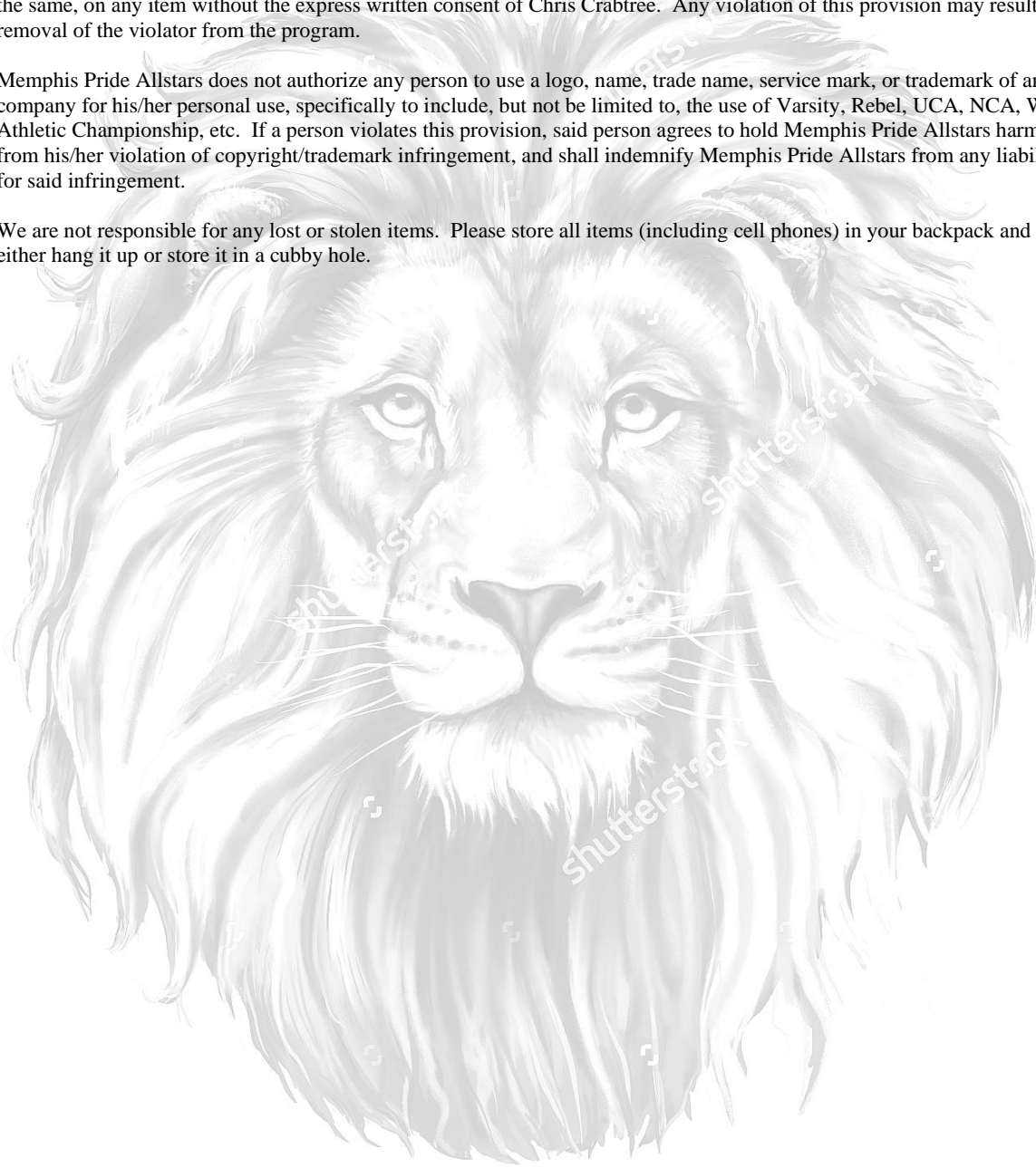
## **Other Key Policies**

- ★ No one is allowed to post Memphis Club Lions music, choreography, routines, stunts, etc. on any websites until after the season is over or permission is given from the coaching staff. This includes, but is not limited to Face Book, You Tube, etc.
- ★ At one time or another, your opinion of the routine, athlete positioning, etc. may differ from the coach's. We have an open door policy for any and all concerns. We will listen to your concerns, however, all squad and routine decisions are left to the discretion of the coaches.
- ★ Please feel free to talk to your coach about anything; just remember to do it at the appropriate times. For example, approaching a coach in the middle of a practice would NOT be an appropriate time.



Initial here: \_\_\_\_\_

- ★ Only cheerleaders and coaches are allowed in the gym and on the equipment. We cannot be responsible for siblings/friends. For the safety of your child, please keep them in the Viewing Area.
- ★ It is the parent's responsibility to know what is going on with your squad. Check your emails, GroupMe, and the website regularly.
- ★ No one is allowed to produce or use any logo, name, trade name, service mark of Memphis Pride Allstars, including but not limited to, team names or any content created by Memphis Pride Allstars, or any simulation, abbreviation, or adaptation of the same, on any item without the express written consent of Chris Crabtree. Any violation of this provision may result in a removal of the violator from the program.
- ★ Memphis Pride Allstars does not authorize any person to use a logo, name, trade name, service mark, or trademark of any company for his/her personal use, specifically to include, but not be limited to, the use of Varsity, Rebel, UCA, NCA, WSF, Athletic Championship, etc. If a person violates this provision, said person agrees to hold Memphis Pride Allstars harmless from his/her violation of copyright/trademark infringement, and shall indemnify Memphis Pride Allstars from any liability for said infringement.
- ★ We are not responsible for any lost or stolen items. Please store all items (including cell phones) in your backpack and either hang it up or store it in a cubby hole.



## Tuition and Fees

### Tuition Fees

Tuition is \$145 a month June – February (\$50 only in July for tumbling, no practice)

*You will be able to see all charges and payments on your account through our online accounting system, iClass Pro. After your child has been entered in the system, you will be emailed a link to access your account. If you have any questions about your account, please email Luke Nowell directly at [luke@memphispridecheer.com](mailto:luke@memphispridecheer.com).*

### Payment Method of Tuition and Fees

Tuition and fees for the upcoming month will be posted by the 20<sup>th</sup> of the preceding month and payments are due on the 1<sup>st</sup> of each month.

*We are excited to announce that you can now make payments and set up recurring drafts online through your iClassPro Parent Portal!!!*

Of course, payments will still be accepted by cash or check. To avoid a \$25.00 late fee, we strongly recommend that the monthly tuition be automatically drafted through an Electronic Funds Transfer (EFT) from a bank account. Monthly charges are broken down on the “Schedule of Items to be Billed to Account” below.

### Schedule of Items Billed To Account

MONTH	DESCRIPTION	AMOUNT	MONTHLY TOTAL	DUE
<b>May</b>	Registration	150.00	<b>200.00</b>	5/1/21
	Practice Clothes	50.00		
<b>Jun</b>	Tuition	50.00	<b>200.00</b>	6/1/21
	Camp (TBA)	150.00		
<b>Jul</b>	Tumbling	50.00	<b>50.00</b>	7/1/21
<b>Aug</b>	Tuition	145.00	<b>145.00</b>	8/1/21
<b>Sep</b>	Tuition	145.00	<b>217.00</b>	9/1/21
	Competition/Coach Travel Fees (MSR, Southaven)	72.00		
<b>Oct</b>	Tuition	145.00	<b>195.00</b>	10/1/21
	Competition/Coach Travel Fees (Showcase, Memphis)	50.00		
<b>Nov</b>	Tuition	145.00	<b>145.00</b>	11/1/21
<b>Dec</b>	Tuition	145.00	<b>237.00</b>	12/1/21
	Competition/Coach Travel Fees (All Star Challenge)	92.00		
<b>Jan</b>	Tuition	145.00	<b>210.00</b>	1/1/22
	Competition/Coach Travel Fees (Deep South FedEx Forum)	65.00		
<b>Feb</b>	Tuition	145.00	<b>145.00</b>	2/1/22

### Items Purchased Online\*

The items listed below are to be purchased online through the pro-shop as needed and WILL NOT be billed on your account. Prices are estimated:

Cheer Uniform	\$200 (estimated)
Warm-up	\$ 60 (estimated and optional)
Shoes	\$115 (estimated)
Bow	\$25 - \$30
Backpack	\$40 - \$100 (prices vary and optional)

## **Tentative Competition Locations & Dates:**

To be able to compete in the Recreation Division for the October Regionals competition, the Lions will cheer at GFL Football Games in the Fall. Dates and times will be communicated as soon as we receive the football schedule.

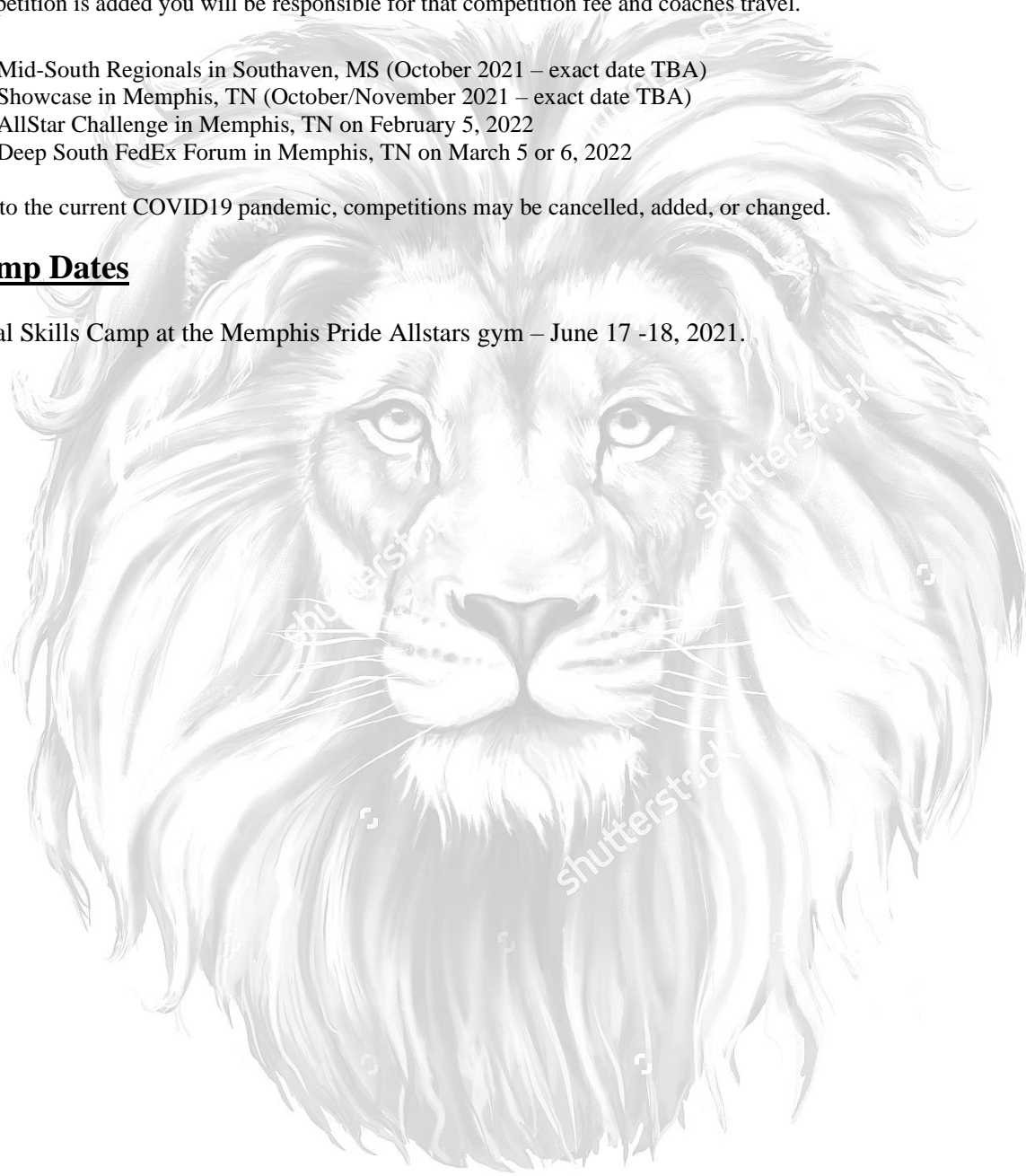
These are subject to change by the discretion of the coaching staff. If for some reason a competition is cancelled, your account will be credited back the amount of the competition fee plus coaches travel charged. If another competition is added you will be responsible for that competition fee and coaches travel.

- Mid-South Regionals in Southaven, MS (October 2021 – exact date TBA)
- Showcase in Memphis, TN (October/November 2021 – exact date TBA)
- AllStar Challenge in Memphis, TN on February 5, 2022
- Deep South FedEx Forum in Memphis, TN on March 5 or 6, 2022

Due to the current COVID19 pandemic, competitions may be cancelled, added, or changed.

## **Camp Dates**

Local Skills Camp at the Memphis Pride Allstars gym – June 17 -18, 2021.



## Statement of Commitment

### Code of Conduct/Policies & Procedures Commitment

I have read and fully understand all codes of conduct, rules, policies, procedures and expectations in this packet. I understand that I am entering into this club program of my own free will. I understand what is expected of me as a parent and a club athlete. I will conduct myself in a sportsman-like manner and uphold the standards that are expected of me as a Memphis Club Lions athlete and parent.

Parent Signature: \_\_\_\_\_ Date \_\_\_\_\_

Athlete Signature: \_\_\_\_\_ Date \_\_\_\_\_

### Memphis Club Lions Uniform Policy

I understand that the competition uniform is purchased by me, the parent, and that I own the uniform. The uniform will not fit every child perfectly and may require some alterations which are my responsibility and are done at my cost. I understand that if the uniform is not maintained properly and in good condition to be used for competition, I may be required to purchase another uniform.

Parent Signature: \_\_\_\_\_ Date \_\_\_\_\_



## Financial Commitment & Billing Authorization

(Please initial each space below)

\_\_\_\_\_ I have read this entire packet and fully understand my financial commitment to Memphis Pride Allstars as outlined in this document and understand that my commitment is for the 2021-2022 season.

\_\_\_\_\_ Memphis Pride Allstars may, at its option, declare all unpaid monies immediately due and payable. Should Memphis Pride Allstars be required to initiate legal action in order to collect the fees owed, I agree all court costs, expenses, pre-judgement interest, post-judgement interest, and attorney's fees incurred in connection with such collection of fees. I further authorize Memphis Pride Allstars to obtain a credit report and/or asset check concerning my credit. This contract and any claim or action related thereto will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law provisions.

\_\_\_\_\_ I understand that if I don't meet my monthly payment obligation, my credit card/debit card on file will be charged Memphis Pride Allstars for past due amounts plus any applicable late fees and interest.

\_\_\_\_\_ I understand that I will forfeit any monies paid into my account or received from fundraising if I choose to leave a team or am asked to leave the program.

\_\_\_\_\_ I understand that I am entering into this program of my own free will and have read all pages of this Packet.

Parent Printed Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent DOB: \_\_\_\_\_ Parent SSN: \_\_\_\_\_

Parent's Employer Name/Address: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Type of Card: Debit\_\_ or Credit\_\_ (MC\_\_ VISA\_\_ AMEX\_\_ Other \_\_\_\_\_)

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVC code on back of card: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Card Holder Cell Phone Number: \_\_\_\_\_

Card Holder Email Address: \_\_\_\_\_

**EVERYONE** is required to submit credit card/debit card information and authorize payment for past due charges. *It is your responsibility to inform the office of any changes to this card as well as check your account charges monthly through the iClassPro Parent Portal.*

*Monthly fees are billed to your account on the 20<sup>th</sup> of the preceding month. Payment is expected on or before the 1<sup>st</sup> and will be considered late after the 5<sup>th</sup> of the month. This credit card/debit card will be charged for any outstanding balance on the 6<sup>th</sup> of the month. Further, monthly fees not paid within ten (10) days of the invoice date will accrue interest at 3.5% compounded monthly.*

## Media Consent and Photo Release Form for Minor Child

MEMPHIS PRIDE ALLSTARS, LLC has my permission to use my or my child's photograph publicly to promote Memphis Pride Allstars, LLC. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

I am the parent/legal guardian of \_\_\_\_\_  
(print full name and date of birth of child) ("My Child").

I hereby grant Memphis Pride Allstars, LLC ["Gym"], and their agents the absolute right and permission to use photographic portraits, pictures, digital images or videotapes of My Child, or in which My Child may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any Gym publication or on the Gym websites, without payment or any other consideration.

I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein My Child's likeness appears, or the use to which it may be applied.

I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release.

**THIS IS A RELEASE OF LEGAL RIGHTS.  
READ IT CAREFULLY AND BE CERTAIN YOU UNDERSTAND IT BEFORE  
SIGNING**

We/I hereby certify that We/I are/am the parent(s) or legal guardian(s) of the above-named child and do hereby give our/my consent without reservation to the foregoing on behalf of My Child.

\_\_\_\_\_  
(Mother's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Mother's Printed Name)

\_\_\_\_\_  
(Primary Phone Number)

\_\_\_\_\_  
(Father's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Father's Printed Name)

\_\_\_\_\_  
(Primary Phone Number)

# *Memphis Club Lions*

## *Vacation Request & Approval Form*

This form must be filled out and turned into the gym. This form must be signed by the owner or a coach in the gym. If it is not signed, then the vacation form will not be valid.

We would like to receive this form as soon as possible but no later than 2 weeks before your scheduled vacation.

NAME: \_\_\_\_\_

Team: \_\_\_\_\_

DATE OF VACATION \_\_\_\_\_

Signature of Parent \_\_\_\_\_

Signature of Owner/Coach \_\_\_\_\_

**ATHLETE RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY,  
AND INDEMNIFICATION AGREEMENT**

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement ["Agreement"] is entered into on the date executed below between Memphis Pride Allstars, LLC ["Memphis Pride"], and the minor athlete named below, by and through his/her parent and/or legal guardian for the minor athlete ["Athlete"] as defined herein. As valid consideration for entry into the Premises and participation in any activities conducted therein, including any of those activities that may occur in, about, or near the premises located at 7790 Fischer Steel Road, Cordova, TN 38018 ["Premises"], the undersigned agree as follows:

1. Nature of the Activities: Memphis Pride is a cheerleading and/or tumbling organization which offers athletes the opportunity to participate in a number of cheerleading and/or tumbling physical activities. These activities can help to produce many benefits for athletes, including, but not limited to, pleasure, improved physical fitness, more energy, and many health benefits. However, Memphis Pride feels it important that all athletes know that cheerleading and/or tumbling activities are active and vigorous and, consequently, involve some risks of injury that are inherent to the activity. Even though Memphis Pride (a) utilizes a facility with safety as a prime concern, (b) provides instruction in some activities, (c) provides general supervision of activities, and (d) has developed rules and policies that focus on safety, ***it is impossible to eliminate all risk and possibility of injury.***

2. Types of Risks: Some of the activities available to Memphis Pride include, but are not limited to, activities involving height or motion, including tumbling and related activities, including cheerleading, tumble tramp, trampoline, stunting, pyramids, dance, gymnastics, general jumping, and physical activity in general. There are inherent risks in participating in the activities. Inherent risks might be divided into two (2) types: (a) those inherent in trampoline jumping (e.g., landing wrong, over-exertion, unexpected failure of the trampoline surface or attachments); and (b) those related to the type of activity (e.g., stunting, falling, colliding with other athletes, tumbling (landing wrong and/or using improper form or technique, over-exertion or muscle strains/sprains/breakage.

3. Types of Injuries: Memphis Pride further feels that it is important that all athletes understand the three (3) types of injuries that can generally occur. First is the common minor injury (e.g., muscle strains and sprains, bruises, abrasions, and contusions). The second type of injury is the serious injury (e.g., broken bones, ligament and joint injuries, concussions, and eye injury). The third type of injury is catastrophic injury (e.g., brain injury, paralysis, heart attack, and death). Even though the likelihood of such an injury is remote, Memphis Pride must alert all athletes of such possibilities.



4. Assumption of Risks: As parent and/or legal guardian of my designated athlete(s), I warrant I have read this Agreement in its entirety, acknowledge that the activities conducted at the premises used by Memphis Pride contain inherent risks which vary with the activity performed by the athlete, understand the demands of the activities relative to the Athlete's physical condition and skill level, appreciate the type of injuries that may occur as a result of the activities and their potential impact on safety, well-being, and lifestyle, and assert that participation is voluntary and that all Athlete(s) knowing assume all risks inherent with the activities. **ATHLETE ACKNOWLEDGES THAT THE PROTECTED PARTIES WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ATHLETE IF ATHLETE IS INJURED.**

5. Release of Claims: **TO THE FULLEST EXTENT PERMITTED BY LAW, ATHLETE (AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASES AND AGREES NOT TO SUE MEMPHIS PRIDE ALLSTARS, LLC; MEMPHIS PRIDE, INC.; TAFT PROPERTIES, LLC ["LANDLORD"]; LANDLORD'S MORTGAGEES, AND ANY OTHER AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM [COLLECTIVELY, THE "PROTECTED PARTIES"] FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISE OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF ATHLETE OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY DURING OR RELATING TO ATHLETE'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY, IN ANY ACTIVITY ON THE PREMISE USED BY MEMPHIS PRIDE. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY AND/OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR STRICT LIABILITY OF THE PROTECTED PARTIES OR ATHLETE.**

6. Indemnity: Athlete, on behalf of his/her self and his/her heirs, executors, and representatives agrees to indemnify, defend, release, and hold harmless the Protected Parties from and against all claims, causes of action, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including attorney's fees and court or other costs) of any nature whatsoever for or relating to death, bodily injury, or property damage resulting from, relating to, or caused by (whether in whole or in part) any of the following matters (which necessarily include all claims that do or may belong to the Athlete: (a) Athlete's actions, omissions, or presence on or about any part of the Premises where activities are taking place, conducted, or performed by Athlete or anyone else, (b) Athlete's active or passive participation in, or observance of, any of the activities, (c) any claims arising out of the negligent, grossly negligent, or willful acts or omissions of Athlete or other athlete or guest or invitee of the Protected Parties, or (d) Athlete's use of any fixtures, equipment, or personal property in, on, or about the Premises

where activities are taking place, conducted, or performed by Athlete or anyone else. The indemnity contained in this Paragraph will apply even if any such injury or damage is caused in whole or in part by the negligence or strict liability of the Protected Parties or Athlete.

7. Waiver of Jury Trial: **ATHLETE ON BEHALF OF HIM/HERSELF AND MEMPHIS PRIDE KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE.** Athlete further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or as a result of Athlete's use of the Premises or participation in activities shall lie in Shelby County, Tennessee, and only the substantive laws of Tennessee shall apply.

8. Trespassing: Athlete acknowledges that other activities are conducted on the Premises where Memphis Pride conducts its activities. Specifically, there are various offices, multipurpose rooms, baseball training facilities, etc. **ATHLETES ARE NOT AUTHORIZED TO ENTER AND/OR USE ANY PART OF THE FACILITIES WITH THE EXCEPTION OF GYM AREA A AND/OR GYM AREA B AND/OR DANCE AREA D AND/OR COMMON AREAS (E.G., RESTROOMS, PARENT VIEWING AREA, OR PROSHOP)** unless expressly authorized to do so by the Protected Parties. If Athlete enters an unauthorized area, Athlete will be immediately deemed a trespasser as defined by the laws of the state.

9. Acknowledgment & Understanding: Athlete represents to the Protected Parties that he/she thoroughly understands this is a complete and final release and indemnity agreement, he/she is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Athlete in signing this Agreement.

**ACKNOWLEDGING AND UNDERSTANDING ALL OF THE FOREGOING, ATHLETE CERTIFIES AS FOLLOWS:**

I hereby consent to all Athlete(s) participating in Memphis Pride'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, trampoline, stunting, pyramids, dance, gymnastics 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 Athlete(s) during instruction, supervision, and/or control during any and all classes or extra activities.

Initial here: \_\_\_\_\_

**IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY CHILD, MINOR CHILD, OR ANY OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO MEMPHIS PRIDE THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE WAIVER AND RELEASE, AND INDEMNITY AGREEMENT.**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Minor Child

\_\_\_\_\_  
Minor Child's Date of Birth

\_\_\_\_\_  
Parent/Legal Guardian (printed name)

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Memphis Pride Allstars, LLC – Owner printed name

\_\_\_\_\_  
Memphis Pride Allstars, LLC – Owner signature

\_\_\_\_\_  
Dated

## COVID-19 PARENT/LEGAL GUARDIAN ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND WAIVER OF LIABILITY

This COVID-19 Parent/Legal Guardian Acknowledgement, Assumption of Risk and Waiver of Liability ["Agreement"] is entered into on the date executed below between Memphis Pride Allstars, LLC ["MEMPHIS PRIDE"], and the minor athlete named below, by and through his/her parent and/or legal guardian for the minor athlete ["Athlete"]. As valid consideration for entry into the Premises and participation in any activities conducted therein, including any of those activities that may occur in, about, or near the premises located at 7790 Fischer Steel Road, Cordova, TN 38018 ["Premises"], the undersigned agree and acknowledge as follows:

COVID-19 has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and believed to spread from person-to-person contact. COVID-19 is an illness caused by a coronavirus that can spread from person to person or from touching a surface that has the virus on it and then touching your mouth, nose, or eyes. With your safety and the safety of our team members in mind, MEMPHIS PRIDE put in place various safety measures in an attempt to reduce the spread of COVID-19.

Stunting may be allowed in a "controlled" manner. Being that COVID-19 is transmitted by respiratory transmission, adding stunting to practice does not add any additional risk to already being present in the Premises. However, MEMPHIS PRIDE is adding stunting with the following protocol:

- Stunting will be the last period of practice so that athletes can stunt and then leave the building interacting with the least amount of people as possible
- Groups will be spread out away from each other and will remain the same for the duration of that practice. MEMPHIS PRIDE will refrain from switching out athletes in each stunt group as much as possible and only do so if safety is an issue
- Athletes will use hand sanitizer before stunting and after stunting
- MEMPHIS PRIDE will not allow any catches and/or dismounts unless a fall is happening to minimize exposure

MEMPHIS PRIDE is taking steps to reduce the spread of COVID-19; however, MEMPHIS PRIDE **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, attending MEMPHIS PRIDE activity **could increase** the risk of contracting COVID-19. By signing below, you and your athlete have read and will abide by all MEMPHIS PRIDE policies and procedures related to COVID-19. These policies and procedures have been provided directly to the Athlete and/or the parent and/or legal guardian by email and by maintaining copies located at the Premises. Further, the policies and procedures are always available on the MEMPHIS PRIDE website.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending MEMPHIS PRIDE activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the act, omission, or negligence of myself and others, including, but not limited to, MEMPHIS PRIDE employees, coaches, volunteers, other participants and/or their families.



Initial here: \_\_\_\_\_

I voluntarily agree to assume the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, illness, permanent disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may incur by reason of MEMPHIS PRIDE activity ["Claims"]. On my behalf, and on behalf of my child(ren), I hereby release and covenant not to sue MEMPHIS PRIDE, its affiliated organizations, its Landlord [TAF Properties, LLC], employees, volunteers, agents, contractors, and representatives, of and from any and all Claims. This release includes any Claims based on the actions, omissions, or negligence, of MEMPHIS PRIDE or administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, contractors, owners, whether a COVID-19 infection incurs before, during, or after participating in activities at, patronizing, or visiting MEMPHIS PRIDE.

**IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY CHILD, MINOR CHILD, OR ANY OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO MEMPHIS PRIDE THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE COVID-19 PARENT/LEGAL GUARDIAN ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND WAIVER OF LIABILITY.**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Minor Child

\_\_\_\_\_  
Minor Child's Date of Birth

\_\_\_\_\_  
Parent/Legal Guardian (printed name)

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Memphis Pride Allstars, LLC – Owner printed name

\_\_\_\_\_  
Memphis Pride Allstars, LLC – Owner signature

\_\_\_\_\_  
Dated