



Memphis Pride Allstars

2021-2022 Season Packet

Welcome to the world of competitive cheerleading and dance and congratulations on becoming a member of our Memphis Pride Allstars 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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At Memphis Pride Allstars we are all extremely 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 teamwork. 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 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 – Gym 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.

Referral Information	
Athlete Name: _____	Referred by: _____

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

All-Star cheerleading and dance is the equivalent of a “travel” baseball/softball team or an “All-Star” volleyball or soccer team. 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 2 to 3 times 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 1st - August 1st must have vacations slips submitted by May 31st. You will be expected to be at practice unless otherwise on vacation. Beginning August 1st, 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 if you are not on the floor ready 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.

There will be conditioning consequences that will occur after practice for each girl. They cannot leave practice until this is complete. We will discuss this with each athlete.

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.

Allstar cheerleading is a very strenuous sport. Therefore, all 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

Competition season begins October and will run through early March or as late as April for teams with Summit or World bids. 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. All teams will travel. Some teams may travel more than others. The coaches travel fee and competition fees will be calculated together.

If your child is asked to be a crossover on another team you will be responsible for the crossover fee for every competition they are a crossover. You have the right to say no if you do not want your child to cross.

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

Fundraising

There are two types of fundraising activities – mandatory and optional. Below is a description of each:

Gym Fundraiser (Mandatory): This year it will be a sponsorship t-shirt. Every family (except Tiny's) is responsible for the \$300 mandatory gym fundraiser. This is a fundraiser for the gym. Every cheerleader and dancer is required to participate. Half (\$150) is included as part of your monthly payment (see page 7). The other \$150 will be raised by the following:

1. **Sponsorship T-Shirt:** Get family members or businesses to put their name on our Memphis Pride sponsorship t-shirt. Anything raised above \$300 will be applied to your account.
2. **Kroger Rewards:** Every family is required to either sign up their Kroger card so that a percentage of their purchases will go to Memphis Pride **OR** get another friend or family member to do so if you already have your Kroger Rewards going to another organization.
3. **One other fundraising event by Memphis Pride:** To be announced

Other Fundraisers (Optional): 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
- FedEx Forum: Amber Norton, amberton78@gmail.com

Community Events

Memphis Pride Allstars feels it is important that our athletes be involved in the community. For this reason, we will be participating in community events. Participation is encouraged. For example, we will normally participate in the Germantown Christmas Parade. We will post this and other events on the website as soon as they become available.

Refunds

No money will be refunded to cheerleaders or dancers that voluntarily quit the program or are asked to leave due to behavior problems or too many absences. Furthermore, the balance owed on the binding contract agreement will still be due and owing despite removal from the program, unless approved in writing by Chris Crabtree. This applies to all monies paid including competition fees. Other refund requests will be decided by Chris Crabtree.

Team Placement

Please note that your child will be placed on a team based on his or her age level and ability. If for some reason throughout the season your child is no longer able to do a required skill for the team they are on, they will be pulled from the team and placed on a lower level team or as an alternate on their current team. Every year we go through losses and additions of team members. The dismissal/addition of a team member is solely the coach's decision.

FAQ'S

Q: When can my child "move up"?

A: We reserve the right to move a child at any given time.

Q: How do you select teams?

A: We select teams to be the most competitive in each level. We also take into consideration their maturity and ability.

Q: Can my daughter fly?

A: If the coach feels that your daughter should be a flier, she will be.

Q: Why do some parents sit in the parent area and bad mouth the coaches, kids or other teams?

A: We have no idea!

Q: What does my monthly tuition fee cover?

A: Rent, utilities, salaries, insurance & other expenses necessary to run a business.

Other Key Policies

- ★ No one is allowed to post Memphis Pride Allstars 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 FaceBook, YouTube, 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.
- ★ 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

Monthly Tuition Amounts

**Unlimited tumbling classes are included in your tuition.*

Pre-Tiny Exhibition Team - \$75/month (10-month program – May through February)

Tinys - \$100/month (10-month program - May through February)

Minis - \$150/month (10-month program - May through February)

Youth – Seniors - \$185/month (10-month program - June through March, unless they attend The Summit)

Dance - \$155/month (10-month program – June through March, unless they attend World's)

** SIBLING DISCOUNT – a 50% discount is applied to the second child for monthly tuition*

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.

Other Fees Billed on Account

Pre-Tiny Exhibition Team

Registration	\$150 (Due at the New Season Orientation Meeting)
Practice Clothes	\$ 50

Tiny

Registration	\$150 (Due at the New Season Orientation Meeting)
Practice Clothes	\$ 50
Team Bonding Camp	TBA

Mini, Youth, Junior, Senior, Dance

Registration	\$150 (Due at the New Season Orientation Meeting)
Practice Clothes	\$ 50
Team Bonding Camp	TBA

Payment Method of Tuition and Fees

Tuition and fees for the upcoming month will be posted by the 20th of the preceding month and payments are due on the 1st 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” on the next few pages.

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:

Uniform: \$150 - \$200 (Tiny Prep & Pre-Tiny Exhibition)
 \$350 - \$400 (Mini, Youth, Junior and Senior)
 \$250 (Dance)

Warm-up \$225 approximately (pieces are sold separately as well)

Shoes \$115 approximately (we will be purchasing gym-wide personalized shoes this year – 2021)

Backpack \$ 40 to \$100 (depends on the style)

Competition Gifts – these are optional and vary in cost. You will be notified when they are available to purchase and a deadline will be given.

**Some of the amounts listed above may vary for male athletes*

Monthly Payment Breakdown

	Pre-Tiny Exhibition	Tiny Prep	Mini	Youth - Senior	Dance
Monthly Tuition	\$75 x 9	\$100 x 9	\$150 x 9	\$185 x 10	\$155 x 10
Season Tuition	\$675	\$900	\$1,350	\$1,850	\$1,550
Choreography/Music	\$50	\$100	\$150	\$200	\$150
Gym Fundraiser	NA	NA	\$150	\$150	\$150
Competition and Coaches Travel	\$200	\$305	\$825	\$1,000	\$750
Season Total	\$945	\$1,305	\$2,475	\$3,200	\$2,600
Monthly Payment	\$105	\$145	\$275	\$320	\$260

***** For both cheer and dance, Competition & Coaches Travel and Monthly Tuition are not included for the Worlds Competition in April or the Summit in May or any other competitions attended after March.**

UCA Nationals Fees: An estimated registration and deposit fee of \$100 will be payable directly to Varsity and due by January 2022. Final payment to Varsity is due February 5, 2022.

UCA Summit/Worlds Fees: Once a team is offered and accepts a bid to either of these competitions, the fees are payable directly to Varsity and due usually within 2 weeks.

Competitions Under Consideration

These are the competitions we could possibly attend. Your monthly fee includes competition fees and coaches' travel for the competitions listed below (for UCA Nationals, coaches' travel is included but the competition fee is not because it is paid directly to Varsity.) These competitions are subject to change at the discretion of the coaching staff.

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

Pre-Tiny Exhibition

- Mid-South Regionals in Southaven, MS (October 2021, exact date TBA)
- Showcase in Memphis, TN (October/November 2021, exact date TBA)
- All Star Challenge in Memphis, TN on February 5, 2022

Tiny Prep

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

Mini's, Youth, Juniors, and Seniors

- Showcase in Memphis, TN (October/November 2021, exact date TBA)
- WSF in Louisville, KY on December 4-5, 2021
- Deep South in Huntsville, AL on January 8-9, 2022
- All Star Challenge in Memphis, TN on February 5, 2022
- Cheersport in Atlanta, GA on February 19-20, 2022
- Deep South FedEx Forum in Memphis, TN on March 5 or 6, 2022
- UCA Nationals in Orlando, FL in March 2022-exact date TBA (*for Youth, Juniors, and Seniors only*)

Dance

- UDA Regionals in Memphis, TN on (November 2021, exact date TBA)
- UDA Memphis Pom Legacy in Memphis, TN (Exact date TBA)
- Showcase in Memphis, TN (October/November 2021, exact date TBA)
- WSF in Louisville, KY on December 4-5, 2021
- Deep South in Huntsville, AL on January 8-9, 2022
- Jamfest Super Nationals in Indianapolis, IN (February 2022, exact date TBA)
- Dance Worlds in Orlando, FL in April (exact date TBA) (*if awarded a bid and accepted*)*
**There will be an additional month of tuition, coaches' travel, and competition fee for this event*

Other Dates

- Skills Week at Memphis Pride Allstars: July (exact dates TBA)
- Choreography & Team Bonding Camp (all teams): July 24 – August 1, 2022

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 Allstar program of my own free will. I understand what is expected of me as a parent and an Allstar athlete. I will conduct myself in a sportsmanlike manner and uphold the standards that are expected of me as a Memphis Pride Allstars athlete and parent.

Parent Signature: _____ Date _____

Athlete Signature: _____ Date _____

Pride 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 20th of the preceding month. Payment is expected on or before the 1st and will be considered late after the 5th of the month. This credit card/debit card will be charged for any outstanding balance on the 6th 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 Pride Allstars

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.

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,

Initial here: _____

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