

HEART OF TEXAS

Join Us For

Season 21

2018-2019



NEW

All Star Novice

**"Making Champions On
and Off the Mat"**

All Star Novice 2018-2019

Welcome to Heart of Texas Cheer (HOT)

On behalf of the incredible staff and wonderful All-Star Families already training at Heart of Texas, we welcome you and encourage you to become a part of our family.

Our goal at HOT is to be a gym that touches the heart of each athlete, parent, and coach in an uplifting and positive environment. We hold our staff and athletes to the highest standards of sportsmanship and integrity. We are a family oriented program, and are very proud of the life lessons learned in our gym. At HOT, we will train your children to be exceptional athletes, but more importantly, help them to be exceptional people! Through the sport of all-star, we give our athletes opportunities to develop strong leadership skills and the value of making a difference in the world around them.

Thank you for your interest in the HOT Cheer program. As we prepare for our 21st season at HOT, we are anticipating a very exciting and successful year!

We have prepared the following information to help each family understand the commitment level that is expected from HOT Cheer. Please take the time to read over the packet in full, and fill out all necessary forms. For our returning members, take note of some of the changes in the policies and procedures. Once again thank you for considering being a part of HOT Cheer. We hope that you find this packet informative and helpful in answering any of the questions you may have about all-star cheerleading. We look forward to working with your children.

Sincerely,

*Cindy Herbst
Owner of HOT Cheer & Dance*

SIGN UPS

All forms must be completed and returned along with your fees and birth certificate. Parents will receive and fill out your Financial Agreement form as well as Termination Agreement and the "I understand" form.

All Star Novice will practice 1 ½ hrs. per week.

June 2nd Practices will begin.

Team Expectations

ATTENDANCE POLICY

The ability of all athletes to attend all practices maximizes the team's ability to reach its full potential. Cheerleading is more of a team sport than any other sport. We have no backups or second string athletes.

All Practices are mandatory.

Absence request should be emailed to absence@heartoftexascheer.com. If an athlete "no shows" a practice, they will incur a \$25 fee. This includes absences during the summer that were not included on the athlete's vacation days.

Competitions: THERE ARE NO EXCUSED ABSENCES FROM A COMPETITION. Every athlete is expected to attend every competition. If an athlete is ill on the day of a competition, they will be expected to show up and do their best to compete

Practice Wear: Each team athlete is expected to wear the correct practice outfit including matching bow to each practice. Shoes must be worn to every practice; hair must be pulled back in tight high ponytails, no jewelry of any kind.

Competitions: We expect to attend 3-4 competitions for the 2018-2019 season. Please check the dates carefully. All competitions are mandatory.

December 1st NCA D2 Holiday Classic Frisco, Texas

December 9th Redline Round Rock, Texas

February 2nd DCC Nationals Arlington, Texas

April 6th-7th Redline Frisco, Texas

April 14th Cheer Sport Austin, Texas

MORE DATES WILL BE ADDED AS SCHEDULES COME OUT

Important Dates and Events

2018-2019 Important Dates

Please check all of these dates carefully. All events and competitions are mandatory. We will only consider excusing a conflict if we know prior to placement on a team.

Gym Closing Dates

May 26th-28th: Closed for Memorial Day
July 2nd-15th: Gym Closed 4th of July/Summer Break
August 20th-24th: Closed First Week of School
September 1st-3rd: Closed Labor Day Weekend
November 19th-25th: Thanksgiving Break
December 21st-Jan. 1st: Christmas Holiday
March 11th-15th : Closed for Spring Break
April 20th-22nd: Closed for Easter

Important Events:

June 4th: Summer Schedule Begins

August 27th: Fall Schedule Begins

September 9th: Weekend Team Practices Begin

December: Team Christmas Parties

January 4th-6th MANDATORY Clean Up Camp

Financial Obligation

All athletes must have their 2017-2018 HOT account paid in full to be eligible for 2018-2019 season.

All athletes are required to pay an annual gym registration fee. This fee is paid when turning in your sign up forms. The fee is \$35.

HOT's All Star Novice program is an 11 month commitment. Tuition charges begin in June 2018 and continue through April 2019. By agreeing to take a spot on a team, you are agreeing to an eleven month financial commitment and will owe tuition all eleven months. If anyone breaks this commitment prior to receiving any part of their uniform, warm up, or practice clothes, the items become the property of Heart of Texas.

If an athlete is unable to finish the year due to injury with doctor's note or family relocation, HOT will balance your account determining the fees and tuition that have been spent. You will receive a credit for any fees or tuition that have been paid to HOT, but not used. Please be aware that if you choose the monthly installment plan, you may owe additional fees that were not yet covered through your prorated monthly fees. Competition entry fees cannot be refunded for any reason (including injury) once they have been paid out. Resignations must be in writing.

PROGRAM COSTS

Please note that the monthly tuition is "All Inclusive" "All Inclusive" fees include monthly team training, competition fees, coach's fees, choreography, and music fees.

NEW THIS SEASON

Everyone MUST enroll in our Auto Pay Program!

Monthly payments begin June.

Payment Policy:

All tuition and fees will be electronically processed. HOT will be using ACH (Automatic Draft) for all monthly tuition payments. Tuition will be drafted on the 1st or 15th of the month. Any changes to your ACH account including amounts, adds, drops, account numbers, card expirations, etc. must be submitted in writing using our ACH change form in order to activate your request. There will be NO refunds made to anyone who is asked to leave the program or who quits a team. *Individuals that quit a team will be charged a \$500 termination fee.* If there is a financial problem, please contact the office immediately. Your coach will not be able to advise you on these matters.

NEW NOTE: All accounts with a balance due by the 10th of the month will automatically be charged a \$25 late fee. If an athlete's account falls past due by more than 30 days with no communication, the athlete will be present but must sit out of all practices. When an account falls 60 days past due with no communication, the athlete will be choreographed out of the competition routine

We understand the financial commitment made by families for the athlete.

* A 5% discount will be given to families who would like to pay for the year in full. This payment must be made by cash, cashier's check or personal check and is required to be paid in the gym office by June 1st to be honored. An ACH Form is still required to be on file.

Costs not covered by monthly tuition expense:

- * Annual Gym Registration \$35
- * Signup Fee \$35
- * USASF Reg. \$35
- * Practice Wear \$100
- * Bow \$15
- * Warm Ups \$130(optional)

Heart of Texas Pricing 2018-2019	
Total Program Costs: This amount does not include the above list of fees not covered by monthly tuition.	\$1375
Option 1: Pay Up Front with 5% Discount (DUE by June 9th)	\$1305
Option 2: Monthly Installments First Payment: June 9 th 2018 Monthly on the 1st: July-April	\$125

*A sibling on a Team will receive \$20 discount off of their monthly tuition.

Start Month determines the monthly tuition.

Heart of Texas Code of Conduct

We hold our staff, athletes, and parents to a higher standard. We do care about what your athletes are doing in and outside of the gym.

Dismissal: Grounds for Dismissal from HOT include, but are not limited to:

- Smoking, drinking of alcoholic beverages or use of drugs. This will warrant immediate dismissal from the team.
- Challenging the authority of the coach or person in charge, by athlete or parent, will be automatic dismissal from the team.
- Abusive behavior, inappropriate language, lying, stealing or any other negative form of behavior is grounds for dismissal.
- Each athlete will follow all additional rules and guidelines given by the coach or person in charge.
- Any negative behavior towards a HOT athlete or coach or to another gym, via any medium (i.e. Facebook, Twitter, Instagram, internet, cell phone...)
- Any unsportsmanlike behavior, via any medium, will result in dismissal from team.
- No inappropriate pictures or language to be used on any medium.
- Athletes are to never approach an official or judge or a competition to voice a negative opinion. Doing so will result in dismissal.
- Attending a tryout at another gym while under contract with HOT will result in immediate dismissal.

Leadership - Any infraction may result in dismissal from team.

- Each athlete must be aware that no person has a right to be on HOT. It is a privilege.
- Each athlete and parent must be aware of the responsibilities required and the commitment he or she is making to the team.
- Each athlete must be willing to cooperate with and be helpful to the coach or any person in charge.
- Each athlete must realize the manner in which they conduct themselves while representing HOT, directly reflects on the entire team, coach and gym.
- Each athlete will be willing to work hard, take directions, and strive for excellence.

Expectations - Any infraction may result in dismissal from team.

- Athletes will set and maintain the highest examples of behavior.
- Athletes will maintain the proper appearance with no extremes in apparel, hair, make-up, piercings or tattoos.
- Athletes will be on time to all activities.
- Athletes will do everything in their power to achieve personal and team goals.
- Each athlete is responsible for finding out any missed information.
- Athletes will not post routine videos or music to the internet without permission.

Competitions - Any infraction may result in dismissal from team.

- Athletes are required to attend all competitions through the awards ceremony. If parents are unable to stay for the whole competition, other arrangements must be made so that the athlete can stay.
- The highest standard of sportsmanship is expected from coaches, athletes and parents.
- Athletes must be prepared for competition: Uniform clean, shoes, and hair and make up as specified by HOT.

Safety - Any infraction may result in dismissal from team.

- Jeopardizing the safety of oneself or any other athlete is grounds for disciplinary action or dismissal.
- There is NO gum, candy, jewelry, food or drinks near the gym floors.

HOT Parental Obligations Rules and Regulations - Any infraction may result in dismissal from team.

- Any negative behavior towards a HOT member, HOT gym, HOT staff or to another gym via any medium, will result in dismissal of your athlete from team.
- Parents will make sure that your athlete is on time to practice

- Parents are to inform the coach if the athlete is to be late or absent.
- Parents are to fulfill any financial obligations on time.
- Parents are to encourage and support HOT to be the best they can be
- Whoever signs the release form is financially responsible, but all parents are responsible for knowing the policies and procedures of HOT.
- Parents need to maintain manners and civility at all events.
- Any negative behavior towards a HOT athlete or coach or to another gym, via any medium (i.e. Facebook, Twitter, Instagram, internet, cell phone...) will result in dismissal from team.
- Any unsportsmanlike behavior, via any medium, will result in dismissal from team.
- Parents are to never approach an official or judge or a competition to voice a negative opinion. Doing so will result in dismissal.
- Parents will not post routine videos or music to the internet with permission.
- Parents are not to use the HOT contact list, parent emails, or phone list for anything negative. There will be no tolerance on this issue.

Facilities

- No gum in the gym area.
- No food in the gym area.
- No pets (dogs, cats, etc.) are allowed in the gym at any time.
- Children who are not athletes of HOT should not be left unattended at the gym.

HOT All Star Novice
Sign Up Application

Name: _____ DOB _____ Age: _____

Moms Name: _____ Moms Cell: _____

Dads Name: _____ Dads Cell: _____

Parents Email: _____ Home Phone: _____

Athletes Cell: _____ Athletes Email: _____

Grade Entering 2017-2018: _____ School: _____

Insurance Carrier: _____ Policy# _____

Carrier's Phone: _____ Group # _____

List any and all pre-existing injuries or medical conditions:

Event Conflict and Vacation Form

Athlete Name: _____

Conflicts with currently scheduled HOT events. Please be specific with the dates and reasons:

I am a SCHOOL CHEERLEADER: YES NO If Yes, What School: _____

Summer Practice Dates: _____

When School Starts I will have:

Practices on: _____ day(s) Until: _____ p.m.

Football Games on: _____ day (s) Volleyball/Basketball on: _____ day (s)

Competitions Attending w/dates: _____

Summer Absence Notification: (No more than 3 weeks during the summer)

Dates Absent _____ Destination _____

Dates Absent _____ Destination _____

Dates Absent _____ Destination _____

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					June 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
July 1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Aug. 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

HEART OF TEXAS
MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT is entered into for the 2018-2019 cheerleading season, commencing on May 1, 2018 and to end on April 30, 2019, by between Heart of Texas ("HOT") and BOTH the participating all star cheerleader and the parent guardian of the all star cheerleader ("member").

- I. POLICY AND EXPECTATION The member has read and fully understands all policies, rules and expectations required to be a part of HOT. The member is entering into this all-star cheerleading program on their own free will. The member understands what will be expected of them both as a parent guardian and an all star cheerleader. The member will conduct themselves in a sportsmanlike manner and uphold the standards that are expected to be a part of HOT.
- II. FINANCIAL COMMITMENT The member has read and fully understands the amount that is asked for in the "Financial Obligations" portion of the "All Star Team Information Packet" to be a participant of HOT. The member understands, should their monthly amount not be paid and show a balance due, then HOT will reserve the right to remove the member from participation until the amount is paid in full. If the member has a due balance for longer than 30 days, HOT reserves the right to dismiss the member from the program and pursue a legal remedy and/or turn to collection.
- III. RELEASE AND ASSUMPTION OF RISK As the member, I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of HOT pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. I expressly agree and promise to accept and assume all of the risks, know and unknown, connected with HOT related activities, including by not limited to performance of stunts and/or use of trampolines. I elect for myself and my children to participate in such activities in spite of the risks. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify HOT from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participant in HOT activities. I certify that my child has health, accident and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.
- IV. TERMINATION OR DISMISSAL If the member should fail to follow any of the mentioned expectations, policies and/or obligations listed in the "All Star Information Packet" HOT will reserve the right to dismiss the member from the program. If the member should decide to quit or stop attending the required participant involvement, then there is a "termination fee" requirement set forth as the following. TERMINATION FEE is requirement to exit the program is the amount of \$500. This amount is the amount paid by the member as described in the "Financial Obligations" portion of the "All Star Team Information Packet." The termination fee amount must be paid in full upon departure. If the termination fee amount is not paid within thirty "30" days from the departure then HOT reserves the right to pursue a legal remedy and/or turn to collections.
- V. LEGAL Should HOT required to incur attorney's fees and costs to enforce any part or in while the expectations policies and/or obligations listed in the "All Star Team Information Packet", the member will indemnify and reimburse HOT for such fees and costs. This agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the lay of a different jurisdiction. If any part of the "All Star Information Packet" or any provision of this agreement is, for any reason, held to be invalid or or unenforceable, the other parts and/or provisions will be unimpaired and the invalid or unenforceable part and/or provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. AS THE MEMBER, I have had sufficient opportunity to read the "All Star Team Information Packet" and this entire document, I have read it and understand it. I agree to be bound by its terms.

Signature of Participant or Parent

Guardian: _____ Printed

Name: _____ Date: _____ Signature

of Non Custodial Parent: _____ Printed

Name: _____ Date: _____ This

portion must be completed for participants under the age of 18 IN consideration of

_____ (please print minor's name) ("minor") being permitted by SX to

participate in its activities and to use it equipmet and facilities, I further agree to indemnify and hold SX from any and all claims which are brought by, or on behalf of minor and which are in any way connected with such use or participation by minor. Signature of Parent/Guardian: _____

Date: _____

Heart of Texas Cheerleading LLC, Waco, Tx

WAIVER OF LIABILITY, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

Name of Participant/Child: _____ In consideration of the services of Heart of Texas

Cheerleading LLC, Waco, Tx, and its owners, members, agents, officers, subcontractors, employees, and all other persons or entities acting in any capacity on its or their behalf (hereinafter collectively referred to as "HOT"), I hereby agree, on behalf of myself, my child, my spouse, my child's other parent(s) or guardian(s), my parents, my family members, my agents, heirs, assigns, personal representative, and estate (collectively, the "releasing parties"), as follows:

1. I understand and acknowledge that the activities that I, my child, or any of the releasing parties engage in or observe while on HOT's premises, or while under the auspices, supervision, or control of HOT, or while traveling to or from such activities, pose known and unknown risks which could result in injury, pain, suffering, paralysis, death, emotional distress, loss of companionship, and/or damage to me, to my child, to property, to the releasing parties, and/or to third parties. The following describes some, but not all of those risks, and I understand and acknowledge that there are other risks, both foreseeable and not foreseeable, that are not included among the following which any of the releasing parties may suffer: Cheerleading, dance, and gymnastics, including performances of stunts and use of trampolines and other equipment, is dangerous and entails certain risks inherent in the activities that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and their enjoyment of the activity would be diminished. Cheerleading, dance, and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall or come in contact with other participants or with equipment or objects, can sprain or break wrists and ankles, can incur injuries caused by others, and can suffer more serious injuries, including paralysis and death. Traveling to and from practice, rehearsals, shows, meets, competitions, and exhibitions raises the possibilities of any manner of transportation accidents.
2. I expressly agree to accept and assume all of the risks, known and unknown, foreseeable and not foreseeable, related to, arising out of, or in any way connected with HOT-related activities, including but not limited to performance of stunts and use of trampolines and equipment, and the negligent acts or omissions of HOT or others. My participation and that of my child is purely voluntary. No one has force or coerced me or my child to participate. I elect for myself and my child to participate in such activities in spite of the risks.
3. On behalf of myself, my child, and the releasing parties, I hereby voluntarily release, forever discharge, and agree to defend, hold harmless, and indemnify HOT from any and all liability, claims, demands, costs, damages, actions, or rights of actions asserted by any of the releasing parties, which are related to, arise out of, or are in any way connected with my or my child's participation in HOT-related activities ("Costs").
4. Should HOT incur attorney's fees or costs related to or arising from my obligations under this agreement, I agree to indemnify and reimburse HOT for such attorney's fees and costs.
5. I represent and warrant to MCE that adequate health, accident, and liability insurance is in force and will be maintained to cover any Costs, and if such Costs are not paid in full, then HOT shall not have, and I hereby release HOT from, any obligation to pay or reimburse any such Costs, and I agree to pay the Costs.
6. I agree that the substantive and procedural laws of the State of Texas shall apply to this agreement and in any action arising from this agreement without regard to the conflict of laws rules of the State of Texas, that the state courts of Texas shall have exclusive jurisdiction of any action, and that such action shall be brought only in the county in which HOT is located.
7. I acknowledge and agree that if anyone is hurt or property is damaged during my participation or the participation of any of my child, I may be found by a court of law to have waived my right to maintain a lawsuit against HOT on the basis of any claim from which I have released HOT by signing this Agreement, and such lawsuit shall be dismissed.
8. I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and that if any provision of this agreement is found to be void or unenforceable, such provision shall be modified, if possible, only to the extent necessary to render it enforceable, and the remainder of this agreement shall remain in full force and effect.

(signature page follows)

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, A RELEASE, A WAIVER OF LIABILITY, AND AN INDEMNITY, AND I SIGN IT VOLUNTARILY. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, I AM AWARE OF ITS LEGAL CONSEQUENCES, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____ Date: _____

PARENTS' OR GUARDIAN'S SIGNATURE: (Must be signed by ALL parents and/or guardians for participants under the age of 18.) In consideration of the above-named Participant, who is a minor, being permitted by HOT to participate in HOT activities and to use HOT equipment and facilities, I acknowledge that I understand the risks as stated above and knowingly agree to all the foregoing terms of this agreement for myself and on behalf of minor. I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

ACCEPTED: Heart of Texas Cheerleading LLC, Waco, Tx:

By: _____ Date: _____