

All-Star or All-Star Prep Registration Information

We are excited you are considering joining the Apex family. We are looking forward to amazing things in the 2019 – 2020 season and hope that you will come along on the journey with us.

Formal evaluations will be held on Saturday, April 6, 2019 or Sunday, April 14, 2019. Each athlete will be assigned a tryout number at their evaluation. It is important that your athlete remembers this number, as workgroup results will be posted by number. No names will be posted. Workgroup results will be posted on the website, www.apexcheer.com, by 12:00pm on Tuesday, April 30, 2019.

All-Star & All-Star Prep practices and tumbling classes will begin on Wednesday, May 9, 2019.

Prior to evaluations the following must be done for each athlete:

- Complete and submit the following forms:
 - Participant Release, Waiver & Registration form
 - Credit Card Authorization form
 - Tryout Application
 - Payment Agreement form
 - Code of Conduct & Financial Obligation Acknowledgment form
 - Back-up Credit Card form
 - Competition Waiver form
- Turn in a copy of the athlete's birth certificate.
- Pay the non-refundable \$85.00 annual registration fee (per athlete fee).

We look forward to having you in the Apex Family and are so excited about the upcoming season. We know that it will be full of excitement, challenges and lots of fun. If you have any questions, please do not hesitate to contact us at info@apexcheer.com or call us at 281-240-8833.

Thanks,

Apex Staff

2019 – 2020 Tryout Application

Athlete Tryout Number: _____ Athlete Name: _____

Date of Birth: _____ Age as of Aug 31, 2019: _____ Grade 2019-2020 Yr: _____

Parent / Guardian Name: _____

Parent / Guardian Email: _____

Parent / Guardian Phone Number: _____

Please circle the level(s) for which you are trying out: (1) (2) (3) (4.2) (4) (5)

Cheer Experience:

- Stunt position(s) experience (circle all that apply): None Flyer Base Backspot
- Check the most advanced level you have competed with previously:

_____ No prior competition experience

_____ Level 1

_____ Level 2

_____ Level 3

_____ Level 4

_____ Level 5

Details of Prior Experience

- Little League Cheer (years & teams): _____
- School Cheer (grades & schools): _____
- Competitive Cheer (year(s), level & gym):

○ _____

○ _____

○ _____

○ _____

○ _____

Internal Use Only: Wavier: _____ Registration Form: _____ Payment Method: _____

Participant Release, Waiver and Registration Form

Athlete Information			
Athlete's Last Name		Athlete's First Name	
Gender	Age as of 8/31/19	Date of Birth	Grade 2019 - 2020
Mailing Street Address			
Mailing city, State & Zip			

Athlete Medical Information	
Athlete's Doctor	Doctor Phone Number
Medical Insurance Carrier	Policy Number
Allergies (medicine & food)	
All Medications & Doses Athlete Taking	

Primary Guardian Information	
Primary Guardian Last Name	Primary Guardian First Name
Primary Guardian Cell Phone	Primary Guardian Relationship
Primary Guardian Email Address	

Primary Guardian Information	
Primary Guardian Last Name	Primary Guardian First Name
Primary Guardian Cell Phone	Primary Guardian Relationship
Primary Guardian Email Address	

Express Assumption of Risk and Release of Liability

I, on my own behalf and on behalf of Minor (also referred to as "Athlete" and "Participant" above), acknowledge that no warranty, either express or implied, is made by Apex Cheer & Athletics LLC, BWJ Holdings, LLC or any of their members, officers, managers, owners, employees and agents (collectively the "Released Parties") as to the premises or programs offered by the Released Parties and that there are numerous dangerous conditions, risks and hazards relating to the use of the premises and programs, including but not limited to any and all risks associated with cheerleading, gymnastics, acrobatics, stunting, jumping, climbing and other related activities; and structures and other improvements on the premises and within the programs creating hazardous and dangerous conditions. I, on my own behalf and on behalf of Minor, understand that in any physical activity including but not limited to cheerleading, gymnastics, acrobatics, stunting, climbing and other activities which involve motion, rotation or height, there is the risk of injury or death due to falls, injury or death due to negligence on the part of Minor, trainer, training partner, or other surrounding people, and injury or death due to improper use or failure of equipment. I, on my own behalf and on behalf of Minor, willingly assume full responsibility for the risks exposed to Minor and accept full responsibility for any injury or death that may result from participation in any activity or class while at or under direction of the Released Parties. I, on my own behalf and on behalf of Minor, do hereby, of my own free will, grant the Minor the right to participate in the programs offered by Apex Cheer & Athletics LLC. I, on my own behalf and on behalf of Minor, assume all risk of being on the premises and participating in the programs and will not make any claim or institute any suit or action at law or in equity against the Released Parties with respect to injuries or damages to person or property relating to his or her presence on the premises or participation in such programs. In consideration for the right of the Minor to enter on the premises and to partake in the programs of Apex Cheer & Athletics LLC, and for the right of the Minor to participate in any related trips, I, on my own behalf and on behalf of Minor, and on behalf of our heirs, representatives, successors and assigns (collectively the "Releasing Parties") voluntarily release, discharge and agree to protect, indemnify, defend, and to save and hold harmless the Released Parties from and against any and all liability, claims, demands or causes of action of any type arising out of or related to any loss, damage or injury, including death, that may be sustained while on or about the premises or on any trips or while otherwise participating in the programs of Apex Cheer and Athletics LLC (including, but not limited to, claims for loss of consortium, medical insurance subrogation, all hospital liens and any other valid lien), demands, causes of action (including, but not limited to, those brought by, through or under the Releasing Parties) of any sort and damages, including attorney's fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the presence on or use of the premises, including all improvements thereon, regardless of whether same may result from the Released Parties' negligence or gross negligence whether such negligence or gross negligence is active or passive, and whether such negligence or gross negligence is the sole proximate cause or a joint and concurrent proximate cause resulting in damages or injury, including death. **I, ON MY OWN BEHALF AND ON BEHALF OF MINOR, EXPRESSLY AGREE THAT THE FOREGOING PROVISIONS SHALL APPLY TO THE NEGLIGENCE OF THE RELEASED PARTIES.**

Signature of Parent or Legal Guardian: X Date: _____

Medical Release

I, on my own behalf and on behalf of Minor, hereby certify that I know of no medical problems that would increase Minor's risk of illness or injury as a result of participation in Apex Cheer & Athletics LLC programs. I, on my own behalf and on behalf of Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, on my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in Apex Cheer & Athletics LLC program(s). In the event of such illness or injury, I authorize Apex Cheer & Athletics LLC to obtain necessary medical treatment of Minor and hereby, on my own behalf and on behalf of Minor, hold harmless and release and forever discharge Released Parties in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills and costs that may be incurred on behalf of Minor for any illness or injury that Minor may sustain while participating in the programs or on the premises.

Signature of Parent or Legal Guardian: X Date: _____

Photo / Video Release

I, on my own behalf and on behalf of Minor, authorize Apex Cheer & Athletics LLC to use photographs, video and/or other likenesses of the Minor for use in Apex Cheer & Athletics LLC promotional materials, sales materials, and/or website and I waive any rights of compensation or ownership thereto. I further waive the right to inspect or approve the finished product, including written or electronic copy, wherein Minor's photo or video appears. I, on my own behalf and on behalf of Minor, hereby hold harmless and release and forever discharge Apex Cheer & Athletics LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other person(s) acting on my behalf or on behalf of my estate, may have by reason of this authorization.

Signature of Parent or Legal Guardian: X Date: _____

I, on my own behalf and on behalf of Minor, hereby warrant that I have read this Participant Release, Waiver and Registration Form in its entirety and fully understand its contents. I, on my own behalf and on behalf of Minor, am aware that this Participant Release, Waiver and Registration Form releases Released Parties from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury and/or death. I, on my own behalf and on behalf of Minor, understand that by signing this form, I am waiving valuable legal rights. I, on my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: X Date: _____

Apex Cheer & Athletics 2019 – 2020 All Star Payment Agreement

The fees listed below are the fees that Apex Cheer & Athletics will charge for your athlete to participate in the 2019 – 2020 All-Star Cheer program and the approximate dates as to when these are due. The 2019 – 2020 All-Star Cheer season is from May 1, 2019 – April 30, 2020. Please note, monthly fees will not be pro-rated due to holidays, competitions or absences. In addition, there will be no make-ups, refunds or credits issued for missed practices.

Item	Amount	Due Date
Registration Fee	\$85	At Registration
USASF Membership Fee	\$35	At Registration
Monthly Cheer Tuition	\$185.00	May 2019 – April 2020 – on or about 1 st of each month
Monthly Tumbling Tuition	\$40	May 2019 – April 2020 – on or about 1 st of each month
Practice Wear	\$185 plus tax	May 15, 2019
Uniform (if needed)	\$475 plus tax (Lvl 1-3) TBD Level 5 IOC	On or about August 15, 2019
Apex Cover-up Jackets (if needed)	\$98 plus tax	On or about September 1, 2019
Makeup & Bow (if needed)	\$85 plus tax	On or about October 1, 2019
Choreography Fee	\$375	On or about June 15, 2019
Music Fee	\$40	On or about July 1, 2019
Competition Fees	\$1300 (level 1 – 4) TBD Level 5 ICO – at least \$1300	4 equal installments on the following dates: 1 st Payment – July 15, 2019 2 nd Payment – September 15, 2019 3 rd Payment – October 15, 2019 4 th Payment – November 15, 2019 Note: This does NOT cover after season events such as The Summit or The One. Additional competition fees will be due once the after season event bid is won.

Payment Policy: Apex Cheer & Athletics automates the payment process of monthly payments by ACH (automatic debit from bank account) or credit cards. In order to sign-up for ACH, a voided check must be given.

- Tuition at Apex Cheer & Athletics is billed on or about the 1st day of each month and becomes due immediately. All amounts remaining due on the 6th of each month, whether these are for tuition or other fees, will be charged to the back-up credit card on file for the account. **Initial**_____
- Any accounts with a balance due after the 10th day of each month will be assessed a \$25.00 late fee and the athlete associated with the account may be withheld from participating in activities at Apex Cheer & Athletics. This includes accounts in which the ACH or credit card transaction on their account is declined for any reason. **Initial**_____
- Late fees will continue to accrue on a monthly basis until the outstanding balance has cleared. **Initial**_____
- Any check or money order returned unpaid for any reason will incur a \$25.00 return fee and a \$25.00 late fee. **Initial**_____

Apex Cheer & Athletics 2019 – 2020 All Star Payment Agreement

- Any ACH or Credit Card draft returned for any reason will incur a \$15.00 re-processing fee and if the balance is not cleared by the 10th day of the month, the \$25.00 late fee will also be applied to the account.

Initial _____

- Apex Cheer & Athletics does **NOT** refund any monies that have been paid for any reason. Initial _____
- Each customer is required to keep a current credit card on file (known as the “back-up” credit card) with Apex Cheer & Athletics, and must complete a back-up credit card authorization form authorizing Apex Cheer & Athletics to charge the back-up credit card should your account become delinquent. This back-up credit card will be used to charge the outstanding balance after the 6th day of the month. If the back-up credit card on file expires or you wish to change it, you must notify Apex Cheer & Athletics in writing before the 6th day of the month. Initial _____
- If for any reason your ACH, and / or primary or back-up credit card is declined, Apex Cheer & Athletics may continue on a daily basis to attempt to charge those funds due until it has cleared your account, or the back-up credit card on file is drafted and clears, or you have provided an alternative form of payment. Initial _____
- If the athlete leaves Apex Cheer & Athletics All-Star program after June 30, 2019 for any reason, or is removed from the program for any reason, you are still financially obligated to pay the choreography / camp fee, music fee and the competition fees. These fees become due immediately. Initial _____
- If the athlete leaves Apex Cheer & Athletics All-Star program after December 15, 2019 for any reason or is removed from the program for any reason, you are still financially obligated to pay the tuition through the end of the 2019 - 2020 Season (January 2020, February 2020, March 2020 & April 2020 tuition). Initial _____
- If the athlete leaves Apex Cheer & Athletics All-Star program for any reason or is removed from the program for any reason, you understand that any past due balance and if it is past June 30, 2019, the choreography / camp fee, music fee, and the competition fees, and if it is past December 15, 2019 the remaining months tuition (January 2020, February 2020, March 2020 & April 2020 tuition) for the 2019-2020 season are still owed to Apex Cheer & Athletics and you will not issue a stop payment on the account or credit cards for these funds. Initial _____

Cancellation Policy:

If for any reason you decide to withdraw from Apex Cheer & Athletics, you must do so through written notification. Apex Cheer & Athletics requires notification via email to info@apexcheer.com by the 15th of the month to stop tuition drafts for the following month. (For example: To stop tuition drafts beginning September 1, notification must be received no later than August 15, 2019). If, however, proper notice is not given by the 15th calendar day of the month, you will be responsible for the tuition for the upcoming month. All monies paid prior to the cancellation are non-refundable and non-transferable, and you are still financially liable for the choreography fee, music fee and the competition fees if past June 30, 2019, and you are still financially liable for the monthly tuition for the remainder of the season (January 2020, February 2020, March 2020 & April 2020 tuition) if past December 15, 2019.

Initial _____

I have read, understand, and execute this payment agreement.

Customer's Signature: _____ **Date:** _____

Apex Cheer & Athletics LLC
4119 S. Main Street
Stafford, TX 77477
Phone: (281) 240-8833
Email: info@apexcheer.com

"Back-up" Credit Card Authorization Form

Card Holder Information

Name of Athlete:		
Name on Card:		
Card Billing Address:		
City:	State:	Zip:

Payment Authorization

Card Type: Visa Master Card

Card Number: _____

Expiration Date: _____

Card Identification Number: _____

Please reference the picture to the right for the location of this number on your card (CVV2). 3 digits on back.



I/We hereby authorize Apex Cheer & Athletics to charge this credit card on a monthly basis for the amount due on our account. My/Our credit card will be charged on or about the 6th day of each month for the amount due. If necessary, Apex Cheer & Athletics may initiate credit adjustments for any charges made in error. Apex Cheer & Athletics also may charge my card for periodic miscellaneous charges at my request. This authorization is to remain in full force and effect until Apex Cheer & Athletics has received written notification from me (or either of us) of termination of this service in such time and such a manner as to afford Apex Cheer & Athletics a reasonable opportunity to act upon it. Written notice may be provided either to the address or email above.

Signature: _____ **Date:** _____

Apex Cheer & Athletics, LLC
4119 S. Main Street
Stafford, TX 77477
Phone: (281) 240-8833
Email: info@apexcheer.com

Credit Card Authorization Form

Card Holder Information

Name of Athlete:		
Name on Card:		
Card Billing Address:		
City:	State:	Zip:

Payment Authorization

Card Type: **Visa** **Master Card**

Card Number: _____

Expiration Date: _____

Card Identification Number: _____

Please reference the picture to the right for the location of this number on your card (CVV2). 3 digits on back.



I/We hereby authorize Apex Cheer & Athletics to charge this credit card on a monthly basis for the amount due on our account. My/Our credit card will be charged on or about the 1st day of each month or on or about the 15th of certain months for the amount due. If necessary, Apex Cheer & Athletics may initiate credit adjustments for any charges made in error. Apex Cheer & Athletics also may charge my card for periodic miscellaneous charges at my request. This authorization is to remain in full force and effect until Apex Cheer & Athletics has received written notification from me (or either of us) of termination of this service in such time and such a manner as to afford Apex Cheer & Athletics a reasonable opportunity to act upon it. Written notice may be provided either to the address or email above.

Signature: _____ **Date:** _____

Apex Cheer All-Star Code of Conduct & Financial Obligation

Acknowledgement

2019 – 2020 Season

_____ I will not be involved in any matter of disrespect towards any members of the Apex Cheer staff, team moms, families or athletes.

_____ I will not use inappropriate language and I will behave in a manner that respects myself, APEX Cheer and the sport.

_____ Anyone threatening to quit or pull their child from a squad may be dismissed from the program immediately.

_____ I understand the coaches reserve the right to suspend any athlete's or parent's participation in activities as disciplinary action all the way up to removal from the program.

_____ I understand that a competition is not the proper place to discuss with staff issues I may have, and instead I will schedule a meeting to be held at a later date.

_____ I understand the importance of punctuality and will arrive at all scheduled events and practices on time and dressed in the appropriate uniform or practice wear. I also understand and will abide by the attendance / absence policy that is documented in the Apex Cheer & Athletics Athlete Handbook. Failure to abide by the attendance policy may result in the removal of the athlete from the team.

_____ I understand that all athletes are to be present and dressed in full competition ready uniform at all awards ceremonies.

_____ I will not participate in negative gossip or communications that adversely affects Apex Cheer athletes, staff or other families. This includes but is not limited to Email, verbally to other individuals, Face Book, Twitter, Chat Rooms or other Websites. This also includes negative comments about other athletes, parents and/or coaches.

_____ I will not post any Apex Cheer music, choreography, routines, stunts, etc. on any website.

_____ I understand all APEX material (cheers, chants, pyramids, stunts, transitions, dances, music, routines, etc.) may not be used or taught for any purpose to anyone outside of the APEX Cheer All-Star Program.

_____ I understand that all items associated with APEX Cheer are the property of APEX Cheer and Athletics LLC, and may not be sold or produced without prior written consent from APEX Cheer and Athletics. Any violation of this agreement may result in legal action. (ex. Logo, name, team names where it represents the team, etc.)

_____ I will maintain and/or improve the skills I performed at tryouts through hard work and dedication. If I do not maintain these skills I understand that Apex Staff reserve the right to move me / my athlete to a different division. Moving of an athlete to a new division could result in the athlete needing to purchase a different uniform.

_____ I will not hold or threaten to hold my child from practice or competition as a form of punishment.

_____ I will conduct myself with respect and integrity, displaying positive sportsmanship at all times.

_____ I understand that Choreography Camp is mandatory and any prior conflict must be reported at registration. If an athlete misses due to a pre-reported conflict then I understand it is the athlete's responsibility to get with the alternate who attends choreography camp in their place to learn the parts missed.

_____ I understand all athletes at Apex Cheer are expected to arrive at practices and competition on time, with a positive attitude, dressed in the proper attire, and give their best effort in every endeavor.

Apex Cheer All-Star Code of Conduct & Financial Obligation

Acknowledgement

2019 – 2020 Season

_____ I understand that I am to wear the proper practice wear to each and every practice. If I do not have on the proper practice wear, I will be sent to the office to get a new one and my account will be charged for whatever items I have to be given and that I am financially responsible for paying these charges and I will also have conditioning after practice.

_____ I understand that Apex Cheer staff will place athletes on a team based upon what is best for the athlete and the program and I will accept the decisions of the Apex Staff as final decisions.

_____ I understand that an athlete's participation in a competition is based upon that athlete's readiness to compete through proper preparation and participation in practices. I understand that it is up to Apex Staff to make the final decision around the athlete's participation.

_____ I understand that an athlete's participation in competitions is mandatory and that missing a competition may result in immediate removal from the team.

_____ I understand that the parent viewing area should be a positive atmosphere and I may be prohibited from using the parent viewing area if I cannot maintain a positive attitude while there.

_____ I understand that I am obligated to make payments on time. If my billing address, email address, bank account or credit card information changes it is my responsibility to notify Apex Cheer at info@apexcheer.com

_____ I understand that I am registering for the 2019 - 2020 All-Star Cheer program and the fees and monthly tuition that come with this program (details can be found in the 2019 - 2020 Apex Cheer Information Packet).

_____ I understand once I register for the Apex Cheer All-Star Program, I am registering for the 2019 - 2020 season and at the time of registration, I have created a spot on a team for the registered athlete. If I and / or my athlete choose to leave the program for any reason or if I am removed from the team for any reason after June 30, 2019, I understand that I am financially obligated to the choreography camp fee (\$375) and the competition fees (\$1300). I will honor my commitment and I understand this financial obligation.

_____ I understand that if I quit or if I am removed from the program for any reason, I will not be entitled to a refund of any kind. This includes all monies paid to Apex Cheer, including prepaid expenses.

_____ I understand that for out of town competitions, I am to arrive in the city of the competition the night before the competition begins (i.e. if competition begins on Saturday must arrive on Friday night).

_____ Cheerleaders, parents, relatives and friends are never allowed to contact competition companies or their officials for any reason. Contact Apex Cheer if you have questions or comments relating to competition companies or their officials.

_____ I understand that it is not possible for APEX Cheer to monitor valuables brought into the facility and that APEX Cheer will not be responsible for lost or stolen items.

_____ If an athlete leaves the team for any reason, a 30 day written notice (given before the 15th of the month) is required to cancel your tuition monthly draft. Please note that if you leave the program or are removed from the program after June 30, 2019 and before December 15, 2019, future tuition fees may be cancelled, but the choreography fee and 100% of the competition fees are still required and become due immediately. If you leave the program or are removed from the program after December 15, 2018 you are still responsible for the January 2020, February 2020, March 2020 and April 2020 cheer tuition.

Apex Cheer All-Star Code of Conduct & Financial Obligation

Acknowledgement

2019 – 2020 Season

_____ I have read all pages of the 2018 - 2019 Apex Cheer Season 7 Information Packet, and the 2019 - 2020 Apex Cheer & Athletics All-Star & All-Star Prep Handbook and will abide by its contents.

I understand and agree to this “Code of Conduct and Financial Obligation” throughout the 2019 – 2020 season and that failure to comply with this Code of Conduct can result in disciplinary action which could mean removal from the program with no refund of any monies paid to Apex Cheer, including pre-paid fees.

Athlete Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

