

Midwest Cheer Elite Xenia Waiver /Release of Liability

Classes _____ Open Gym/Clinics _____ Privates _____ Parties _____

Childs/Athlete Name: _____ Date of Birth _____ Athlete Cell# _____

Address: _____ City: _____ State _____ Zip _____

Mother's Name: _____ Cell # (____) _____

Father's Name: _____ Cell # (____) _____

Parent's Email Address: _____

Classes and Payment

If any time fewer than 3 students are registered for a tumbling class that class will be shortened by 15 minutes and if there is only 1 student the class time will be only ½ hour. Please note the tuition fees are per month and are due on the 1st. All of our classes are priced per month, regardless of the number of classes in the month. Allowances for holidays, gym closures, weather related closures, extra class days, etc, are all taken into consideration over the course of the years to establish the pricing of our classes per month. Payment for all fees can be made in person at Midwest Cheer Elite Xenia also known as MCE Xenia. Make ups for missed classed will made up by open gyms ONLY. You must see our call the front desk to make them aware that your athlete will not be at class and will need to schedule a make-up for open gym. The make-up open gym must be done with-in 30 days of the class missed.

Assumption of Risk

The undersigned, on behalf of him/herself, and any minors for which they are the parent or guardian, (hereafter collectively "participants") acknowledges that the physical activities in gymnastics, tumbling and cheerleading involve motion, rotation and heights for the participants in a unique environment and as such carries with an inherent risk of injury or even death. Participants acknowledge this risk and choose to voluntarily enter upon the premises of MCE Xenia and undertake such physical activities and voluntarily assume any and all risks of loss, damage or injury that may be sustained by the participants or any property owned by them while on or upon said premises.

Release of Liability and Indemnification

The undersigned, on behalf of him/herself, and any minors for which they are the parent or guardian, (hereafter collectively "participants") being fully aware that severe injuries, including permanent paralysis or death, as well as other associated injuries and losses can occur in sports and activities involving height or motion, those activities including, but not limited to: tumbling, trampoline, gymnastics, dance and cheerleading, which shall occur at the premises of MCE Xenia, does hereby consent to participants' participation in all such activities occurring at said premises. Further, the undersigned, in consideration of said participation on behalf of the participants, their heirs, administrators and executors, does hereby release and forever discharge MCE Xenia, the owners, operations, directors, officers, agents and employees of MCE Xenia, from any liability, claim, demand, action or right of action, of whatsoever kind of nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death and /or property damage resulting or to result from any accident, or mishap, whether by negligence or not, of any kind of nature which may be suffered by participants, while on the premises of MCE Xenia, whether participating in any program or activities of MCE Xenia, or not, further, the undersigned, in consideration of said participation on behalf o the participants, their heirs, administrators and executors, does hereby release and forever discharge MCE Xenia, the owners, operators,

directors officers, agents and employees of MCE Xenia, from any claim whatsoever on account of first aid, treatment or service rendered to participants during the participation in any programs or activities of MCE Xenia. Further, it is affirmed that sufficient insurance covering all such injuries and damages is in full force and effect covering participants throughout all such programs and activities.

Further, the undersigned on behalf of the participants, their heirs, administrators and executors, does hereby to indemnify and hold harmless MCE Xenia, the owners, operators, directors, officers, agents and employees of MCE Xenia, from any loss, liability, damage or cost they may incur due to the presence of participants in or upon the premises of MCE Xenia, whether caused by negligence of MCE Xenia. The owners, operators, directors, officers, agents and employees of MCE Xenia, or otherwise.

Medical Emergencies

In any event of an accident or emergency, the undersigned hereby authorize my child to be transported to a hospital for medical treatment and the undersigned hold MCE Xenia, and its representatives harmless in the execution of such. Additionally, I hereby agree to individually provide for all medical expenses which may be incurred by me or my child(ren) as a result of any injury sustained while participating at or for MCE Xenia, the undersigned, the minor's parent(s) or legal guardian (s), understand the nature of the activities my child(ren) will be involved in MCE Xenia, and the minor's experience and capabilities, and believe the minor to be qualified, in good health, and proper physical condition to participate in such activities. The undersigned hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the releases from all liability claims, demands, losses, or damages on the minor's account caused or alleged to be caused, in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations. I further agree that if, despite this release, the undersigned, the minor, or anyone on the hold harmless each of the releases from any litigation expense, attorney fees, loss liability, damage, or any cost that may occur as the result of such claim.

Marketing Release

The undersigned and consent's that my child's likeness may appear or be used in MCE Xenia. Related advertising promotional videos, photos, website material or various other marketing tools.

Acknowledgement

The undersigned on behalf of the participants, their heirs, administrators and executors, does hereby acknowledges: Participants acknowledge and agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws and /or regulations of the state of Ohio and the if any portion of the agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full force and effect. This form contains the entire agreement between the parties to this agreement and the terms of this release, waiver, and indemnity agreement are contractual and not a mere recital. The undersigned has thoroughly read and understands the terms of this agreement and signs it voluntarily. The undersigned by signing affirms he/she is the true and lawful guardian for all minors/wards being registered as a participants. In signing this release, the undersigned acknowledges

I have read the above and agree;

Parent(s) legal guardian

Date

Coaches Responsibilities

1. Arrive 15 minutes before you class/privates/team practices
2. You only get paid for times you are scheduled
3. Don't be on the blue floor if you are not scheduled to work
4. Privates
 - a. All Privates are \$25.00 per ½ hour
 - b. All privates are paid thru MCE Xenia
 - c. You will be paid by MCE Xenia for the privates on a biweekly basis
 - d. All privates need to be logged in the book and an invoice created from the assigned scheduled private
 - e. All privates need to be paid for before the private is done
 - f. All monies paid will need to be submitted to the front desk before the private is started
 - g. Next private will need to be listed in the binder as a scheduled private
 - h. NO After gym hours are allowed for privates unless Denise Adams approves and there is someone to work the front desk.
 - i. No parents are allowed on the blue floors even for privates
 - j. No other athletes are allowed in the privates unless there is another additional class or team practicing
 - k. Coach performing the private will make \$17.50 for the privates from the MCE Xenia
 - l. Staffing attire is mandatory for all privates as well
 - m. No food or drinks or cell phone usage are allowed on the blue floors during your privates
 - n. You need to give your full attention to the athlete
 - o. If you do not follow the gym guidelines you will not be allowed to provide Privates
5. Staffing Attire
 - a) Only Staff Shirts are allowed if you are on the floor coaching
 - b) No shorts or Jeans, only capris, or full length pants/leggings or basketball shorts
 - c) No sports Bras
 - d) Hair needs to be up our of the way
 - e) No Jewelry
6. Opening and Closing
 - a. When closing there is a check sheet that needs to be filled out and each night and put in the payment mail box and signed off on so that we know you did what was on the check list
7. Competitions/practices/open gyms & clinics
 - a. Head Coaches will be given a \$20.00 coaches fee for the day for events they attend with their team.
 - b. It is Mandatory for all Head Coaches to attend all competitions.
 - c. Assistant Coaches will not be required to attend competitions, but will remain at the gym to run an practices, classes, etc
 - d. Head Coaches will have an incentive/reward program. All teams for the month that have a 1st place will be put into a drawing for \$50 gift card for the month. For each 1st place finish during the month the coach will be put into the drawing for each 1st place finish and the more 1st place finishes the more chances to win the \$50 gift card.
 - i. The incentive/reward program is to encourage you to push your team and with a monetary incentive this will drive the coaches make them better performers and achieve better skills
 - e. You will also receive monthly incentives on attendance of your teams. For teams with perfect attendance you will receive \$25.00 gift card for the first team and each additional team you will receive an additional \$10.00 gift card if you have multiple teams you coach.
8. Open gyms will be done on a rotational schedule for working.

- i. Any Coach that works open gyms will be paid based on the number of athletes that attend, you will be paid based on the number of athletes and received 50% of the pool from the Open gym.
- ii. This will encourage coaches to push athletes to the open gyms.

9. Clinics

- a. Coaches will be asked to work the clinics and will be paid out 50% by number of attendees for clinics and the 50% will be split between the coaches working the clinics.

10. Everything this year is being pushed by the coaches thru social media and word of mouth, if you want to make more money, you push your clinics, open gyms and attendance.

11. Attendance

- a. Each coach is required to text me 4 hours before the beginning of their class or team practice to let me know if they are calling off work.
- b. If you can't make your scheduled time to work and it is less than 4 hours you need to find a suitable replacement for your shift.
- c. No Show to work means no longer employed at the gym
- d.

12. Cheer/dancing

- a. If you are dancing or cheering, you will receive your invoice like everyone other athlete
- b. You will need to let me know if you want your checks to roll over to cover the cost of you cheering/dancing or you want to have a payroll check.
- c. If you choose to have a payroll check for working and want to pay your cheer/dance bill it has to be paid on the 20th of month like the regular athletes or you will be pulled and not allowed to participate on the teams.
- d. You can participate in the Boosters to pay your bill, but you will also be treated like a regular athlete.
- e. If you have a payroll check coming to you and you have been pulled for non-payment on a team, your payroll check will roll over to cover your outstanding bill.

13. Gossip/Parent communication

- a. If you are gossiping with parents and it comes back to us you will be removed from your coaching status and asked to leave the gym.
- b. We are not about you running to parents and starting drama, refrain from being a parents best friend and telling them items that may cause drama.
- c. Do not talk or discuss with parents the teams scores, placements or who is doing what on the teams unless it is pertaining to their child.