

MAX

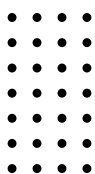
CLUB TEAM



**2025-2026
HANDBOOK**

WHAT ARE CLUB TEAMS?

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MAX Club is North Alabama's premier competitive cheerleading program, uniting top athletes from across the region to compete at both local and national events.

Each team delivers a high-energy, 2-minute-and-30-second school-style cheer routine packed with powerful stunts, dynamic tumbling, and sharp choreography. Unlike our all-star teams at ACE, MAX routines incorporate a spirited cheer section with props, adding an exciting sideline-style element. Plus, as athletes master new skills, they have the opportunity to showcase them in performances.

MAX Club teams will take the mat alongside school teams at major regional and national competitions in Huntsville, Birmingham, Nashville, and Orlando, Florida—bringing intensity, passion, and precision to every stage.



DIVISIONS

8-Y

Athletes that are 8 years and younger. Will only compete locally and in Sevierville TN. Limited tumbling and stunting skills allowed. Standing series BHS and Round off BHS Tuck. No standing tuck allowed.

More advanced younger athletes may be considered for an older team based on skill level and team needs, which will be evaluated during selections.

10-Y

Athletes that are 10 years and younger. Will compete at UCA in Orlando. Limited tumbling and stunting skills allowed. Standing series BHS and Round off BHS Tuck. No standing tuck allowed.

Our goal is to group athletes by age so they can train alongside peers they will eventually cheer with in school. This approach strengthens school teams by ensuring athletes have well-developed stunt group partners when they transition to school cheer.

12-Y

Athletes that are 12 years and younger. will compete at UCA in Orlando. Limited tumbling and stunts skills allowed. Standing series BHS and Round off BHS Tuck. No standing tuck allowed.

All teams are structured to ensure athletes perform skills they have confidently mastered. If an athlete acquires a new skill during the season, we can incorporate it into the routine as needed. Our rules align with those of our school teams, maintaining consistency and preparation for future cheer opportunities.

14-Y

Athletes that are 14 years and younger. Will compete at UCA in Orlando. Elite tumbling and stunting skills allowed. Round off BHS Full, Standing Tucks, Stands 2 BHS to Full and more.

CLUB TEAM SELECTIONS

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MARCH 22ND OPEN CLINIC AND PARENT MEETING

2:00 - 4:00

- Meetings starts at 3:00
- Athletes will be grouped by ages and or skill level and work tumbling and stunting skills.
- Sign up on are the parent portal.

APRIL 5TH ATHLETE EVAL DAY

3:00 - 5:00

- Athletes will be evaluated on tumbling
- Athletes will be split into age groups and work stunting skills

APRIL 7TH EMAILS WITH TEAM INFO SENT

- Parents will be sent an email with their team practices and coaches.

APRIL 14TH PRACTICES START

- Practices will start
- You will practice once a week for the month of April and May
- Starting in June teams will practices 2 times a week

PRACTICE INFORMATION



APRIL & MAY

- ALL TEAMS
 - Will practice 1 time a week for 2 hours.
- One tumbling class each week at a time you pick.

JUNE - FEB (8-Y Over JAN)

- ALL TEAMS
 - Will practice 2 times a week for 2 hours.
- One tumbling class each week at a time you pick.

DRESS CODE

- Athletes must wear the designated practice clothes and cheer shoes to every practice.
- Hair must be pulled out of the face in a high ponytail at every practice for both males and females.
- Female athletes must wear bloomers and sports bras under their practice attire at all times.
- Male athletes wear compression shorts under their practice shorts at all times.
- During practices athletes will remove jewelry. Piercings may be covered or plugged. While we understand that ear piercing may be an important milestone for younger athletes; it is important to understand that DURING THE SEASON athletes may not simply cover and/or plug a piercing while competing as outlined in industry safety rules. MAX recommends that athletes use the summer months (prior to competition season) to have their ears pierced.

DO NOT WEAR OR BRING VALUABLES TO PRACTICE (Jewelry and/or Personal Property)

Neither MAX, nor its employees, are responsible for jewelry, accessories, computers, cell phones, or other personal property that is worn in or brought onto ACE property and any claims relating to the loss of or damage to any of these items are expressly waived and released.

ATTENDANCE POLICIES

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ALL ATHLETES

- Pre-approval by Director and Coach
- Missing a practice the Sunday or a weekday prior to an event/competition may remove that athlete from the event roster.
- If absences become an issue, you will be contacted by the Coach or Owner to discuss an athlete's team commitment. He/she may be placed as an alternate, removed from choreography and/or removed entirely from the team.

MISSING A COMPETITION

- If a parent chooses to withdraw an athlete from a competition at any time, you will be removed from the program unless approved by the Owner prior to the event. If you no show for an event, that will result in immediate removal from the program.

These, and all, decisions will be at the sole and absolute discretion of the gym owner.

MAX understands that an unexpected absence may occur due to an Illness, Injury, or Family Emergency. Please see guidelines below:

ILLNESS

- Athletes are expected to be at practice unless they are contagious and have a doctor's note.
- Practice participation is situation-based and at the coach's discretion.
- Athletes may wear a mask as a preventative measure when feeling ill.

INJURY

- In the event that an athlete is injured, you should notify your coach immediately.
- Please provide a doctor's note with details concerning the prognosis, recovery time and any change in circumstances affecting their ability to perform.
- We may re-choreograph routines based on the athlete's injury and length of recovery. It is not guaranteed that an athlete will be choreographed back into the routine upon recovery.
- We may need to fill in the injured athletes position with another athlete. The injured athlete must be able to perform the position routine fully before they will assume their spot back.
- Injured athletes must continue with payment in full unless the injury is season ending

COMMUNICATION



IN THE GYM

Coaches are focused on instructing and teaching the athletes. Parents should never approach a coach during a class or practice. Coaches will be available for a reasonable time following classes and team practices to answer any questions regarding your athlete, their needs, and their individual progress.

AT COMPETITIONS

Coaches are focused on the team and athletes and are there to coach. Any issues that arise during a competition will be addressed during the week following the competition. Parents should never approach a coach with an issue at any point during the competitions.

WE WILL NOT DISCUSS

MAX Cheer has strict policies in place. MAX Cheer that prohibit discussions that involve: Information regarding other MAX Cheer athletes and/or parents. MAX Cheer coaches who do not coach their athletes. Decisions made by the Administrative Staff. Comparisons of: their athlete to another athlete; coach-to-coach; or MAX Cheer to any other cheerleading training facilities. Other topics and issues that MAX Cheer, in its sole discretion, deem inappropriate for discussion Strategic decisions (e.g., placements made in formations, decision of why an athlete was moved, added, removed, or replied in stunts and tumbling sections) in a public setting.

ATHLETE TO COACH

We strongly encourage parents to have their athletes speak with the coaches directly in regards to, but not limited to, the following issues, should they arise: Routine element questions Individual and group skill preparedness Injury/Illness Outside events that may affect performance

OPEN DOOR POLICY

MAX Cheer keeps an open-door policy with communication to help each parent and athlete understand every decision in which they are involved. The following are examples of meetings you should request via email to the gym owner: You or your athlete would like a better understanding of routine placements, team decisions, etc. The owner will schedule a meeting with you, your athlete, the athlete's coach. There is a matter that seems to remain unresolved, or if the athlete has clear, legitimate concerns that speaking to the coach will not or cannot possibly resolve the matter, please bring the concern directly to the gym owner.

24-HOURS

When the need to speak to the gym owner or coach is fueled by an emotional response, we find that 24 hours allows for cooler heads to prevail and promotes a more productive dialog. Unless there is an immediate safety issue, we ask you wait 24-hours before contacting your gym owner and/or the coach. This allows some time to logically assess the situation and afford a "cooling off" time for all parties so things can be discussed in a calm, unemotional manner and not "in the heat of the moment". We understand that issues involving a child are very important and require quick resolution; therefore, we want to ensure that the situation is handled in a constructive manner.

It is inappropriate for an athlete or a parent to approach other MAX Cheer members about a problem, issue or dispute they may have with a MAX Cheer coach or teammate regarding personal objections to coaching decisions and/or disagreements with an administrative decision. This leads to unnecessary drama and problems and will result in immediate dismissal from the MAX Cheer program.

COMMUNICATION

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TEAM BEFORE INDIVIDUAL ATHLETE

All decisions are made for the benefit of the TEAM's performance, scoring and success. Although the individual athlete is very important to the program, some decisions, initially, may not seem to be the best to the athlete or parent. We ask that each athlete take the time to see what the overall routine entails. If he/she still has a question with a decision, they should then speak with and/or schedule a meeting with the coach.

DEVELOPMENT

Through instruction, the athlete will work hard to obtain and even exceed those goals, building a strong work ethic for the future. MAX Cheer is focused on developing the lifelong success of the athlete, not on merely winning championships.

TEAM PLACEMENT & ROSTER ADJUSTMENTS

Club Cheer is a team sport. Each athlete fills a specific role on the team. During tryouts and the team placement process, our coaches evaluate all athlete's skills to determine which group of athletes can be brought together to build a team that will work together for the next 9 to 11 months. There are times when an athlete's initial placement is no longer the right fit for the athlete and/or team. Program administrators and coaches may determine it is in the best interest of the program to make a roster adjustment and move an athlete from one team to another team. This is a decision that is not taken lightly - and - will only be made through careful evaluation and consideration of both teams and in the sole and absolute discretion of MAX cheer. A representative of the gym will contact you with any information regarding a team change and schedule a meeting if necessary.

The decision to move an athlete to a different team may be based on one or more of the following:

- Athlete's routine positions (side base, back base, top)
- Athlete's skill level (tumbling, stunting, jumping, etc.)
- Athlete's attitude
- Athlete's willingness to learn and improve in a group setting
- Team's needs for competition
- Attendance issues
- Injury
- Aptitude and ability to perform at the level of the team

Athletes being moved to a different team should not be perceived as something negative.

Athletes may request to be moved to a younger team if he/she feels they are not sufficiently utilized throughout a routine or if they become overwhelmed by the routine layout. Although maintaining the mental and physical well-being of the athlete is recognized as a paramount concern, any move to a different team will depend on team availability and availability of roster positions. Athletes must be willing to fulfill any position needed by that team. These, and all, decisions will be at the sole and absolute discretion of the gym owner.

COMPETITION & TRAVEL

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TRAVEL OBLIGATIONS

Parents are responsible for their athletes':

- travel to and from the event
- travel while at the event
- hotel accommodations (if necessary)
- meals and snacks at events
- activities and behavior at out-of-town events



If a parent/guardian cannot attend an out of town event, they must arrange for another MAX parent, or responsible adult, to travel with your athlete. The adult with whom you assign your child to travel assumes responsibility for the athlete and must ensure the athlete's adherence to all MAX rules and policies throughout the entirety of the event.

Camps and competitions are not vacations. The athletes' time and focus should be fully committed to MAX and all related activities throughout the entirety of the event.

FINANCIAL OBLIGATIONS

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MONTHLY PAYMENT

Most fees associated with participating in MAX Club Cheer have been combined and distributed across the full season. Please note your Monthly Fees may raise or lower once competition schedule and prices are set. There are other fees for additional items needed.

Timely payments are expected from all MAX Cheer athletes.

- Monthly payments are automatically charged on the 1st of each month.
- Accounts not paid by the 5th of the month will be assessed a \$50 late fee.

OTHER COST AND DISCOUNTS

Top persons selected to a team may have a Mandatory monthly class for top persons to increase flexibility, improve overall top person awareness, work on performance, poise, and drill stunt counts. There will be an extra monthly fee for this class.

Please see REQUIRED MERCHANDISE (practice wear, uniforms and warm-ups), the fees and payment schedule for these items. They are in addition to the Monthly Payments.

Discounts:

if you cheer for one of our all-star teams there will be a \$150 a month discount for monthly fees. You will not be charged for shoes, back pack, or warmup jacket.

FINANCIAL OBLIGATIONS

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PRACTICE CLOTHES, SHOES, UNIFORM, WARMUP

- Teams will receive 1 set of shoes and 2 set of practice clothes. Clothes include shorts and tank/shirt. Uniform, backpack, warmups jacket, and hair bow.

PLEASE NOTE

- If an athlete is removed or quits an MAX Cheer team at any point you will not receive any items paid for if you quit prior to their arrival.

BRAND AND LOGO POLICY

- All MAX letters and logos are **copyright protected**.
- All spirit wear items are to be purchased through Varsity, Nfinity, or Ragland Screenprinting.
- If a parent would like to buy merchandise for an entire team, the order must go through Varsity, Nfinity, or Ragland. Dan Harrod must approve any spirit items purchased for teams.
- Bows, t-shirts, bags, etc. with an identifiable icon, resemblance, design or reference to MAX, Birds, team name etc., not purchased through Varsity, Nfinity and/or Ragland, are **not permitted**.
- Anyone who attempts to sell or give away items with an identifiable icon, resemblance, design or reference to MAX, Team Name etc. will be in violation of the MAX Brand and Logo Policy.
- You are welcome to monogram your warm-up; however, we ask that you use athletic gold, black, red or white for the lettering. The athlete's first OR last name, initials and/or nicknames are all acceptable. We ask that you do not use their first and last name for the safety of the athlete while in public places.
- These, and all, decisions will be at the sole discretion of the gym owner.

FINANCIAL OBLIGATIONS

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MONTHLY PAYMENT

FEES DUE ON 1ST	8-Y	10,12,14-Y
APRIL 14TH	95	150
MAY - DEC	195	250
Jan - FEB	season over	250

REQUIRED MERCHANDISE

FEES	8-Y	10,12,14-Y
PRACTICE WEAR & SHOES DUE MAY 12	200	200
UNIFORM & HAIR BOW DUE JUNE 16	250	250
BACKPACK AND WARMUP JACKET OPTIONAL JULY 14	150	150

EVENT SCHEDULE

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**AT HOME SUMMER CAMP DATES
WILL BE SET LATER**

CLUB TEAMS

EVENT & DATE	8-Y	10,12,14-Y
UCA HUNTSVILLE 10/18	✓	✓
UCA BIRMINGHAM 11/8	✓	✓
ACE SHOWCASE 11/22	✓	✓
UCA SEVIERVILLE 12/6	✓	✓
UCA ORLANDO JAN 30- FEB 3		✓

2025-2026 MAX CHEER TERMS AND AGREEMENTS

As the parent/guardian, I have read and completely understand the rules, requirements and regulations as outlined in this season's MAX Cheer Handbook, including the following attachments to this Contract and schedule. I promise to uphold and abide by the rules set forth herein and my agreements with MAX Cheer. We realize that MAX Cheer reserves the sole and absolute right to change, amend or assess the stated policies and procedures, as deemed necessary, on a case-by-case basis. I understand that it is my responsibility, as a parent/guardian, to follow through with my child's financial obligations associated with tuition and other fees during this season. Should I fall behind or fail to make payments, I recognize that my child's involvement with the MAX Cheer program will be jeopardized, including his/her removal from the MAX Cheer program. I also understand that if my athlete quits or is released from an MAX Cheer team at any point throughout the season I understand late fees and any other applicable charges, including interest and costs of collection including attorneys' fees and expenses. I also understand that if an athlete quits or is removed from an MAX team prior to receiving merchandise, that I will not receive a refund for the purchase price nor will I receive the merchandise. I also understand that if my athlete is listed as an alternate for a team, that I am financially responsible for the year in full whether they compete or not. These, and all, decisions will be at the discretion of the gym owner.

Athlete Name _____

Print Name _____

Parent or Guardian Responsible for Financial Obligations

Signature _____

Email _____

Date Completed _____

To be completed by MAX Cheer , Accepted by:

Printed Name _____

Signature _____

Date Accepted _____

2025-2026 MAX CHEER CONTRACT

I, the undersigned, hereby certify that I am the parent or legal guardian of _____ athlete.)
The athlete desires to be a team member within the MAX Cheer competitive cheerleading program for the 2025-2026 season. The MAX Cheer Handbook, and attachments thereto (which are adopted and incorporated by reference and referred to herein collectively as the "MAX Handbook") set forth the terms and conditions under which the athlete may participate in the 2025-2026 competitive cheerleading season as MAX Cheer team member.

Responsibilities of MAX Cheer

MAX Cheer hereby agrees to provide competitive cheerleading coaches and instruction for the purpose of teaching cheerleading, tumbling, dance skills and techniques to athletes in preparation for local, regional and national cheerleading competitions and exhibitions. MAX Cheer does not and cannot guarantee that an athlete will acquire any particular skill level or that an athlete will remain on the same team throughout the entire season. All MAX Cheer cheerleading teams are fluid, so athletes can be moved from one team to another during a season, at the sole and absolute discretion of the MAX Cheer staff, as indicated within the MAX Handbook. MAX Cheer and its agents, representatives, employees, owners, directors, and managers make no representations or warranties whatsoever about the services to be performed or the result set might be obtained. All warranties expressed and implied are expressly disclaimed by MAX Cheer .

Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on an MAX Cheer competitive team is both an honor and a privilege, and that it entails a significant commitment to MAX Cheer and to fellow team members. Athlete hereby agrees to attend all practices and competitions, and understands disciplinary actions that may be taken if the athlete does not comply with the attendance requirements set forth in the MAX Handbook.

Parent/Guardian's Indemnification of MAX Cheer

I hereby give my permission to MAX Cheer Staff to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) the event of accident, injury or illness. I will be responsible for any and all cost of medical attention and treatment. I represent that the athlete is covered by medical insurance. I understand that, as with any sport, injuries can occur and the athlete is physically fit and mentally capable of participating in cheerleading, gymnastic, and dance activities. I represent that I have sought the opinion of an athlete's pediatrician/physician. I hereby waive, release and forever discharge MAX Cheer and its staff, employees, agents, coaches, managers, members, directors, affiliates and representatives from all rights and claims for damages, injury, or loss to person or property which may be sustained or occur during the athlete's participation in or involvement in any of MAX Cheer activities, whether on the MAX Cheer training facility premises or at any other venue where an MAX Cheer activity takes place, or in travel thereto or there from. I acknowledge that competitive cheerleading is an inherently dangerous sport in which I/my child participates at my/my child's own risk. In consideration of MAX Cheer allowing me/my child a position on a competitive cheerleading team, I, on behalf of myself, my heirs, assignees and personal representatives, do release and forever discharge MAX Cheer , its employees, agents, officers, members, sponsors, promoters and affiliates from any and all liability, damages, claims, losses, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or [continued on next page] in any legal way to any action or omission to act of any such person or organization or execution of any MAX Cheer -related cheerleading event (including, but not limited to, practices, events, travel to/from such an event) in which I, my child, or any member of our family or guest or ours will participate as a team member or spectator. I further agree to indemnify and hold harmless MAX Cheer , its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the MAX Handbook in any way, including attorneys' fees incurred in connection with the enforcement of this indemnification. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Alabama, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

2025-2026 MAX CHEER CONTRACT

Parent/Guardian's Travel Responsibilities

I understand that:

- MAX Cheer assumes no responsibility to supervise or monitor athlete's activities or behavior during out of town events, except during the time the athlete is competing at the competition venue. I am responsible for my athlete's activities and behavior during out of town events, including travel to and from such events.

Choreography and Routine Acknowledgements

- MAX Cheer Staff is solely responsible for, and retains full creative control of, the placement of the athlete on a particular team and all competitive routines, including, but not limited to, the placement of individual athletes in formations, the positions of individual athletes in stunts (e.g., base, back spots, front spot, top girl etc.), cheer and dance sequences.

Financial Obligations

I have read and signed the MAX Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the MAX Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the MAX Cheer program for disciplinary reasons, or moved to another team or placed as an alternate, I remain obligated to pay all costs and fees associated with having a spot on a team list for the entire 11 months and will receive no refunds of monies previously paid.

- The MAX Cheer 2025-2026 Financial Obligations, which is part of the Handbook, dictates the exact payment amounts and provides a schedule when all payments are due. All financial obligations are considered a part of this agreement and incorporated by this reference thereto. I understand that:
- Any outstanding balances must be paid in full on or before the date of my athlete's evaluation in order for my athlete to participate in evaluations.
- Monthly payments must be paid on the 1st of each month for the following month from April 2025 through February 2026. I will be assessed a \$50 late fee if any monthly fee is not received by the 1st day of the upcoming month.
- I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging and food.
- MAX Cheer is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that MAX Cheer will initiate payment from my account or credit card on the 1st day of each month.
- I will be assessed \$50 fee, per occurrence, of a check or authorized bank draft returned to MAX Cheer due to insufficient funds

Severability

In any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, and this agreement shall be construed as if such provisions had never been contained therein, provided that such provisions shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or enforceability.

Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Complete Agreement

This Contract, together with the MAX Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between MAX Cheer and the undersigned and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Contract may not be amended, modified or altered without written consent of MAX Cheer .

2025-2026 MAX CHEER CONTRACT

Limitation of Liability.

IN NO EVENT SHALL MAX Cheer BE LIABLE TO ATHLETE, ANY MEMBER OF THE ATHLETE'S FAMILY, ANY PERSON WHO IS A GUEST OR INVITEE OF THE ATHLETE OR ATHLETE'S FAMILY AT ANY MAX FUNCTION (WHETHER PRACTICE, COMPETITION OR OTHERWISE), OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MAX Cheer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MAX Cheer'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MAX Cheer PURSUANT TO THIS AGREEMENT.

CHOICE OF LAW. THIS AGREEMENT AND ALL RELATED DOCUMENTS, INCLUDING ALL EXHIBITS ATTACHED THERETO, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE MAX HANDBOOK AND WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PROVISIONS THEREOF TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF ALABAMA.

CHOICE OF FORUM. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND WHATSOEVER AGAINST THE OTHER PARTY IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ALL EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, AND ALL CONTEMPLATED TRANSACTIONS, INCLUDING CONTRACT, EQUITY, TORT, FRAUD AND STATUTORY CLAIMS, IN ANY FORUM OTHER THAN THE STATE COURTS LOCATED IN MADISON COUNTY, ALABAMA OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (SOUTHERN DIVISION) AND ANY APPELLATE COURT FROM ANY THEREOF.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES TO BRING ANY SUCH ACTION, OR PROCEEDING ONLY IN THE STATE OR FEDERAL COURTS OF MADISON COUNTY, ALABAMA OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (NORTH DIVISION). EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION, OR PROCEEDING IS CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ATTORNEY'S FEES AND EXPENSES: THE PARENT OR LEGAL GUARDIAN EXECUTING THIS CONTRACT SHALL BE RESPONSIBLE FOR AND OBLIGATED TO PAY FOR ALL ATTORNEY'S FEES AND EXPENSES INCURRED BY MAX CHEER IN ENFORCING ANY TERMS OF THE CONTRACT OR ANY BREACH OF ANY PROVISION OF THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE TO PAY ANY AMOUNTS OWED UNDER THE CONTRACT.

Print Name _____ **Signature** _____
Parent or Guardian Responsible

Email _____ **Date Completed** _____