



# ALL STAR HANDBOOK



Athlete Name:

Athlete DOB:

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# Find your TRIBE

*Finding one's place in the world is never easy. Have courage and be true to who you are.  
Remember, those who dare to be different are often the ones who change the world.  
-Christopher Paolini*

As we enter our 26th season, ACE Cheer Company is looking forward to another amazing year with our athletes, and is excited to welcome all of our new members into the Tribe family.

ACE Cheer Company, LLC, strives to help each member reach or exceed their potential as an athlete and as a person.

When an athlete commits to our program and is placed on an ACE team they gain intangible skills that will last a lifetime: goal setting, personal commitment, accountability, resilience, grit, teamwork, and leadership (to name a few).

All-Star Cheerleading is a HIGHLY COMPETITIVE TEAM SPORT. In this handbook we have outlined the requirements and expectations for athletes and their families. We encourage each family and athlete to take the time to review our rules, policies and procedures.



# All Star Tiers

## *Potential Team Offerings & what to expect*

This season at ACE Cheer Company we will offer a variety of teams based on age, ability and commitment.

### Elite

Designed for highly motivated and intensely committed families to provide their athletes with the highest level of training, success and ability with other like minded families.

- Levels are not guaranteed
- This tier includes our Worlds team
- Practices are intense
- Expectations are at the pinnacle of our discipline
- Attendance is understood
- Requires 2 -3 Days a week practice 2-3 hours each practice.
- Included tumbling class
- Teams will attend end of the season event in Orlando FL.
- Teams Travel as far as Orlando for competitions.
- Will require over night stay at competitions
- Will require many extra practices though out the week

### Prep

Designed for the athlete and family that is ready to make commitment to a team but may need more skill development to be fully prepared for an elite level team. Also do not wish to travel far from home for competitions.

- Levels are not guaranteed
- Practices are less intense than elite
- Expectations are for your athlete to grow and improve within our discipline
- Attendance guidelines adhere
- May require weekend practices.
- Requires local travel to events. Example Cities are Nashville, Birmingham, Huntsville.
- Will require 1-2 hour practices 1-2 days a week.
- Will not require any over night stays at events.
- Included tumbling class

### Tiny Novice

These teams are designed for the family of athletes who:

- Are 4-5 years old that want to be on a team but do not want the practice or travel commitment
- are new or learning the sport of competitive cheer
- Levels are not guaranteed
- Practices are fun and foundation learning
- Expectations are for your athlete to grow and improve within our discipline
- Attendance guidelines adhere but are loosened
- Competition performance do not rank these teams in order. They receive a rating for their performance.
- Practice 1 time a week for 1-2 hours.
- No weekend practices.
- Included tumbling class

*ACE Cheer Company Huntsville is using the 2025-2026 USASF Age Grid & Division Guidelines to determine team positions. We do not guarantee that we will offer teams within each tier this season. All families should commit to the Team Selection process knowing that the athlete may be placed in any tier. These, and all, decisions are at the sole and absolute discretion of the gym owner.*



# ACE All Star Team Placement Requirements & Timeline

## Pre-Placement Requirements

Prior to being placed on a team, each All Star candidate must:

- Create online account and register via our online registration portal - see page 16
- Complete and Sign (electronic signatures collected via our online registration portal)
  - Athlete Information Sheet
  - Terms & Conditions Agreement
  - 2025-2026 ACE of Huntsville Competitive Cheer Contract
- Complete a skills evaluation
- Join/Renew with USASF (US All Star Federation) if registration is open prior to Team Placements

### PLEASE NOTE:

If at any time the athletes skills and/or abilities change significantly (decrease or increase in skill or ability) the athlete may be moved to a different team or be placed as an alternate.

## Team Placement Timeline

### April 5, 2025 (SATURDAY)

Skills Clinic 1:00-3:00 pm

### April 19, 2025 (SATURDAY)

Skills Clinic 1:00-3:00 pm

### May 10, 2025 (SATURDAY)

Tumbling and top girl evaluations  
9:00-12:00 pm (all ages, tiers, and levels)

### May 12, 2025 (MONDAY)

Level 1 stunt evaluations 6:00-8:00 pm  
(invite only)

### May 13, 2025 (TUESDAY)

Level 2 stunt evaluations 6:00-8:00 pm  
(invite only)

### May 14, 2025 (WEDNESDAY)

Level 3 stunt evaluations 6:00-8:00 pm  
(invite only)

### May 15, 2025 (THURSDAY)

Level 4/5/6 stunt evaluations 6:00-8:00 pm  
(invite only)

### May 17, 2025 (SATURDAY)

Team placements emailed out

### May 19-22, 2025

First practices, parent meetings, and fittings  
during their regularly scheduled practice day.

## Early, Late or Missed Evaluations

Contact Katelyn Howard [acehsv.katelyn@gmail.com](mailto:acehsv.katelyn@gmail.com) to set up an individual evaluation.

## Important Brand Dates

July 26-27: 8:00AM - 4:00PM Skills Camp (Spain Park High School)

November 22: 8:00AM - 5:00PM Meet the Tribe Day (BJCC Birmingham Jefferson Civic Center)



The U.S. All Star Federation, with more than 100 competition producer partners and over 150,000 athlete members, is the nation's largest network of dedicated, talented participants in All Star Cheer and Dance.

ACE Cheer Company and all of our locations are members of the USASF. Coaches and Athletes are also required to be members.

**We align with the mission of the USASF:**

*to support and enrich the lives of our All Star athletes and members. We provide consistent rules, strive for a safe environment for our athletes, drive competitive excellence, and promote a positive image for the sport.*

### **COACHES:**

All of our coaches meet the eligibility requirements for USASF membership:

- Cleared Background Screening
- Complete Annual Abuse Prevention Training

Additionally, our coaches are Credentialed by the USASF. Cheer coach credentialing examines and tests coaches on their knowledge of each level's rules and verifies that coaches can safely teach skills.

### **ATHLETES:**

Athletes are required to be members of the USASF. Membership is ANNUAL and runs concurrent with the season. In addition to being eligible to participate in USASF Sanctioned Competitions your USASF MEMBERSHIP provides:

- secondary medical insurance coverage for injuries or catastrophic events that occur while training in a USASF member club when supervised by a USASF member coach or while participating in USASF-sanctioned competitions.
- exclusive partner deals and discounts on everyday purchases through the USASF Member Perks Program.

VISIT [usasf.net](https://usasf.net) to register or renew your athlete.



# Practice Information

All-Star Cheer is a TEAM sport and it is imperative for all team members to attend every practice. Attendance is required. If an athlete is not meeting attendance requirements, their position on the team will be jeopardized.

## Summer Session Practices

June & July

- ELITE TEAMS
  - Level 6 team Monday 6:00-9:00 & Wednesday 6:00-8:00
  - Level 4 team Monday 7:00-9:00 & Wednesday 7:00-9:00
  - Level 3 team Tuesday 7:00-9:00 & Thursday 7:00-9:00
  - Level 2 team Tuesday 6:00-8:00 & Thursday 6:00-8:00
  - Level 1 team Thursday 6:00-8:00
- PREP TEAMS
  - Time for each team will be finalized at Team Placements.
- One tumbling class each week at a time you pick.

## Competition Season Practices

Begins In August

- ELITE TEAMS
  - Level 6 team Monday 6:00-9:00 & Wednesday 6:00-8:00
  - Level 4 team Monday 7:00-9:00 & Wednesday 7:00-9:00 - Could Change to Sundays
  - Level 3 team Tuesday 7:00-9:00 & Sundays
  - Level 2 team Tuesday 6:00-8:00 & Sundays
  - Level 1 team Thursday 6:00-8:00 & Sundays
- PREP TEAMS
  - Your practice time set at Team Placements & Sunday
- Extra practices will be placed on your master calendar.
- Detailed extra practice schedules will be sent out on your monthly calendar.

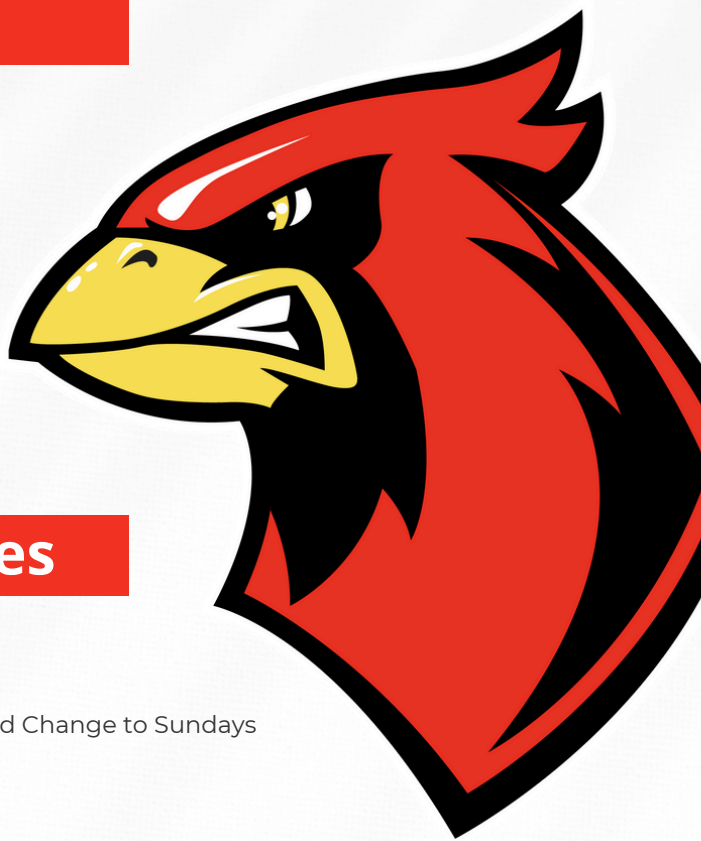
Team practices and tumbling classes may be added, canceled or changed at any time throughout the year.

## Practice 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. *ACE 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 ACE, 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

## Team Absence & Allowance Protocol

### ELITE TEAMS

- Pre-approval by All Star Director REQUIRED.
  - Submit via email to your All Star Director.
  - Emails will be shared with team coaches.
- Absences are not allowed the week of (7 days) prior to an event.
- Absence and reason will be listed on the team calendar.
- NHSCC School Team Excused Absence
  - Athletes must work hand-in-hand to comply with attendance as set by your Gym Owner for optimal team practice in preparation for this event.
  - Communicate with your school coaching staff *now* to save issues later.

### PREP & NOVICE

- Send notification email to your All Star Director
  - Communication of missed practices, for any reason, is REQUIRED
  - Absence and reason will be listed on the team calendar.

### ALL ATHLETES

- 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 All-Star Director 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 All-Star Director and 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.*

## School Cheerleading

In an effort to minimize scheduling conflicts, school cheerleading programs must be willing to work with ACE.

ACE of Huntsville works closely with the schools in our area. We do our best to make sure there will be limited or no conflict with your school teams but it needs to be a two-way street.

Prior to making a team commitment we recommend having a conversation with your school coach.

Athletes that train at ACE with their School Teams will get a \$1350 Discount for the season. This discount will be divided up over the 11 months in the season and taken off your monthly bill for a total of \$150 a month. IF school team quits you will be charged the \$150 back each month.

## Illness, Injury and Emergencies

ACE 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



# Competition & Travel Info

## Competition Schedule & Costs

- All end of the season competitions for elite teams has been added in to your fees for this season. These are estimated at \$600. If a team receives a paid bid this money will be taken off your final months bills or refunded. If the cost total is more than \$600 you will be billed the difference prior to the competition.
- Please see competition schedule below for dates.

## Parent 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 ACE 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 ACE 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 ACE and all related activities throughout the entirety of the event.



# Healthy & Productive Communication

## IN THE GYM – CLASSES & PRACTICES

- 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.

## COACHES WILL NOT DISCUSS

ACE Cheer Company has strict company policies in place that prohibit discussions that involve:

- Information regarding other ACE Cheer Company athletes and/or parents.
- ACE Cheer Company coaches who do not coach their athletes.
- Decisions made by the Administrative Staff.
- Comparisons of their athlete to another athlete; coach-to-coach; or ACE Cheer Company to any other cheerleading training facilities.
- Other topics and issues that ACE Cheer Company, 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 replaced in stunts and tumbling sections) in a public setting.

## ATHLETE-TO-COACH COMMUNICATION

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

ACE Cheer Company 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 and the All Star Director.
- 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-HOUR RULE

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 ACE Cheer Company members about a problem, issue or dispute they may have with an ACE Cheer Company 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 ACE Cheer Company program.



# The ACE Way

*Tribe*  
**FIRST**

*Location*  
**SECOND**

*Team*  
**THIRD**

*Athlete*  
**FOURTH**

ACE Cheer Company is home to more than 1,000 competitive athletes each season. Our program was founded in 1999 and has established a positive reputation in the All Star community. Beyond our competitive successes – we are proud of the way ACE locations, coaches and athletes represent our Brand on and off the floor. Representing ACE Cheer Company positively, at all times, is expected.

ACE Cheer Company has 6 locations across 2 states. The day-to-day operations of each location is operated independently, however, the overall philosophies and goals are the same. ACE of Birmingham is the main location and where the program began.

## 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.

## ATHLETE DEVELOPMENT & PROGRESSION: Goal Setting

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

## TEAM PLACEMENT & ROSTER ADJUSTMENTS

All-Star 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 the which group of athletes can be brought together to build a team that will work together for the next 8 to 10 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 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 ACE of Birmingham. 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 lower-level 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.

# Financials Obligations

Most fees associated with participating in All-Star 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.

Timely payments are expected from all ACE Cheer Company 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.
- End of the Season event for \$600 is included in this total for elite and worlds teams. Cost of end of the season event might be more or less. This will be sent to you once prices are finalized and payment due or or refunded in April.

## Monthly Fees (Due on 1st)

FEES	Novice	Prep	Elite	Worlds
June - February	175	250	350	350
March - April	season over	season over	350	350

## Aditonal Fees

FEES	Novice	Prep	Elite	Worlds
Practice Wear & Shoes (May 19th)	225	325	325	325
Uniform Payment 1 (June 16th)	275	275	275	275
Uniform Bow Payment 2 (July 14th)	275	275	275	275
ACE Warm- Up Jacket & Backpack If Needed	175	175	175	175



# Financials Obligations

## **ADDITIONAL CLASSES:**

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.

## **DISCOUNTS:**

\$200 off total cost if paid in full (No AMEX or Debt Cards used for this). School team athletes that train with ACE all season will receive \$150 off a month (must pay your school tuition, if school drops then you will pay the \$150 per month for the remainder of the season). Two children in program, \$50 off monthly total fees. Three Children in program, \$150 off monthly total fees. Paid in full must be cash, check, Visa, Master, Discover- No debt Visa or Master cards.

## **QUITTING OR REMOVED:**

If an athlete is removed or quits an ACE Cheer Company team at any point, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule and will be. You will not receive any items paid for if you quit prior to their arrival.

## **PRACTICE CLOTHES, SHOES, UNIFORM, WARMUPS:**

Novice Teams will receive 1 set of shoes and 1 set of practice clothes. Clothes include shorts/skirt, sports bra, tank. Warmups are jacket only

Prep & Elite Teams will receive 1 set of shoes and 2 sets of practice clothes including 2 Shorts/Skirts, 2 Sports Bras, if you wish to not get a sports bra we have a tank option. Warmups are jacket only.

## **PLEASE NOTE:**

If an athlete is removed or quits an ACE Cheer Company team at any point, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule and will be. You will not receive any items paid for if you quit prior to their arrival.

## **BRAND AND LOGO POLICY:**

- All ACE 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. Happy Hooper must approve any spirit items purchased for teams.
- Bows, t-shirts, bags, etc. with an identifiable icon, resemblance, design or reference to ACE, Tribe, 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 ACE, Tribe, Team Name etc. will be in violation of the ACE 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. Example: H. Hooper or Happy H. is recommended but not Happy Hooper.
- These, and all, decisions will be at the sole discretion of the gym owner.

# Competition Schedule

## Events & Dates - SUBJECT TO CHANGE

Competition	Location	Date	Novice	Prep	Elite	Worlds
Meet The Tribe	Birmingham, AL	NOV 22	✓	✓	✓	✓
UCA Sevierville Showdown	Sevierville, TN	DEC 6-7	✓	✓	✓	
ECC Big Bid	Huntsville, AL	JAN 10-11	✓	✓	EXHIBITION	EXHIBITION
Mardi Gras Nationals	New Orleans, LA	JAN 17-18			✓	✓
Cheersport Nationals	Atlanta, GA	FEB 14-15	✓	✓	✓	✓
Jamfest Classic	Nashville, TN	FEB 28	✓	✓		
GLCC Grand Nationals	Schaumburg, IL (Chicago)	MAR 7-8			✓	✓
One Up Grand Nationals	Nashville, TN	MAR 27-29			✓	✓
The Cheerleading Worlds	Orlando, FL	APRIL 24-27				✓
The Finals or The Summit ( <u>Finals is only option for Youth Teams</u> )	Orlando, FL	MAY 1-3			✓	



# Payment Process & Policies

## Web Registration, Payment Procedures & Contractual Obligations

### Web Registration & Payment Authorization

- This location of ACE Cheer Company uses Jackrabbit as our online registration system and payment portal.
- All athletes must be registered in our online system prior to ACE Tryouts.
- Our online registration system is used for scheduling classes and making account payments.
- A credit/debit card is required for registration. Please use the following steps to complete online registration:
  - Visit [www.acetribe.com](http://www.acetribe.com)
  - Select 'your desired ACE location'
  - Scroll down and select the gold box labeled "2025-2026 All-Star Information" and click register for ACE All-Star Tryouts 25-26.
- Current members may also login to your parent portal and register online or on your site's app.
- As outlined on page 12, fees are billed monthly. All fees will post before the month they cover and will be charged on the 1st of each month via autopay in our registration system. Declined charges must be brought current by the 5th of the month that they cover or a late fee will be assessed.

### Contractual Obligations

- The ACE Cheer Company Contract must be electronically signed and received prior to team selections.
- All financial obligations are agreed to by the person signing the Contract.
- Contracts will lock on **May 18, 2025**. Once the contracts are locked, the person designated as the party responsible for Financial Obligations is required to follow the payment plan.
- If you choose to drop from the program prior to **May 18, 2025** you will not be refunded any monies paid. Notice of your intention to drop from the program must be done by emailing Katelyn Howard [acehsv.katelyn@gmail.com](mailto:acehsv.katelyn@gmail.com) prior to the deadline on **May 18, 2025**.
- If an athlete is removed or quits an ACE of Huntsville team at any point, following **May 18, 2025**, they are responsible for all fees in full. These fees are to be paid in accordance with the payment amounts and due dates outlined in this handbook and will be subject to late fees, interest at the maximum allowable rate under Alabama law, and the costs of collection.
- If an athlete is listed as an alternate, they will continue to be responsible for fees in full whether or not the athlete competes. Alternates/Injured Reserve athletes will have a reduction in monthly gym fee.
- Top persons may be required to take additional classes throughout the season to increase their skill sets for competition. These classes will incur additional fees outside of the listed monthly payments.
- These, and all, decisions will be at the sole discretion of the gym owner.

### Competition Session Practices



## 2025-2026 Season ACE Cheer Company Terms and Conditions Agreement

As the parent/guardian, I have read and completely understand the rules, requirements and regulations as outlined in this season's ACE Cheer Company All Star 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 ACE Cheer Company. We realize that ACE Cheer Company 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 ACE Cheer Company program will be jeopardized, including his/her removal from the ACE Cheer Company program.

I also understand that if my athlete quits or is released from an ACE Cheer Company team at any point throughout the season following the **May 18, 2025** drop date, I will continue to be financially responsible for fees in full. I understand that these fees are to be paid in accordance with the assigned payment schedule and will be subject to 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 ACE 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 \_\_\_\_\_

Parent or Guardian Responsible for Financial Obligations:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Date Completed \_\_\_\_\_

To be completed by ACE Cheer Company, Accepted by:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_





## 2025-2026 ACE of Huntsville Competitive 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 ACE of Huntsville competitive cheerleading program for the 2025-2026 season. The ACE of Huntsville Contract, the General All-Star Information Handbook, the Practice & Competition Information Handbook and the Contract & Schedule Handbook and attachments thereto (which are adopted and incorporated by reference and referred to herein collectively as the "Huntsville Handbook") set forth the terms and conditions under which the athlete may participate in the 2025-2026 competitive cheerleading season as ACE of Huntsville team member.

### Responsibilities of ACE of Huntsville

ACE of Huntsville 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. ACE of Huntsville 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 ACE of Huntsville 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 ACE of Huntsville staff, as indicated within the Huntsville Handbook. ACE of Huntsville 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 ACE of Huntsville.

### Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on an ACE of Huntsville competitive team is both an honor and a privilege, and that it entails a significant commitment to ACE of Huntsville 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 Huntsville Handbook.

### Parent/Guardian's Indemnification of ACE of Huntsville

I hereby give my permission to ACE of Huntsville Staff to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) in 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 ACE of Huntsville 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 ACE of Huntsville activities, whether on the ACE of Huntsville training facility premises or at any other venue where an ACE of Birmingham 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 ACE of Huntsville 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 ACE of Huntsville, 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 attributable in any legal way to any action or omission to act of any such person or organization or execution of any ACE of Huntsville-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 ACE of Huntsville, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the Huntsville 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.

### Parent/Guardian's Travel Responsibilities

I understand that:

- ACE of Huntsville 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

- ACE of Huntsville 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 Huntsville Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the Huntsville Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the ACE of Huntsville 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 12 months and will receive no refunds of monies previously paid.
- The ACE of Huntsville 2025-2026 Financial Obligations, which is part of the All Star 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 May 2025 through April 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.
- ACE of Huntsville is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that ACE of Huntsville 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 ACE of Huntsville due to insufficient funds



## 2024-2025 ACE of Huntsville Competitive Cheer Contract (continued)

Limitation of Liability. IN NO EVENT SHALL ACE OF HUNTSVILLE 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 ACE 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 ACE OF HUNTSVILLE 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 ACE OF HUNTSVILLE'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 ACE OF HUNTSVILLE 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 Huntsville 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 JEFFERSON COUNTY, ALABAMA (BIRMINGHAM DIVISION) 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, LITIGATION 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 ACE of Huntsville 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.

Severability. In case 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 Huntsville Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between ACE of Huntsville 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 ACE of Huntsville.

Parent or Guardian Responsible for Financial Obligations:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Date Completed \_\_\_\_\_

To be completed by ACE Cheer Company, Accepted by:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_