

TERMS & CONDITIONS

If your athlete is in a joining a Recreational team the following Terms & Conditions apply:

I give permission for my child to join an All Star Cheerleading team. I encourage my child to be a leader that All Star Cheerleaders will be proud to have as a representative. I also agree to adhere to the rules & policies of All Star Cheerleaders as may be set from time to time.

Financial Obligations:

I agree to pay the full term fees and uniform costs incurred by my child through participation on an All Star Cheerleading team. I understand:

- (a) fees are paid on a term basis and are due for payment on or before the start of each term;
- (b) All Star may refuse to teach my child if fees are not paid by the due date;
- (c) overdue accounts will be forwarded to a debt collection agency and is subject to a \$25 administration fee plus any recovery costs charged by the debt collection agency.
- (d) no refunds will be given;
- (e) I must give three months notice in writing before withdrawing my child from classes or a term's fees will be charged in lieu.

Notice can be emailed to admin@allstarcheerleaders.co.nz and a reply email will be sent as confirmation for your records.

Commitment Obligations

I understand that students are required to come to all team practices, competitions and events. I understand that failure to attend may mean a change in the students routine position or removal from the routine completely.

Appearance Release

I understand that All Star produces promotional material and I understand that my child may be included in videos or photos taken during cheerleading practices and events. I hereby grant All Star, its sponsors and all media the right to photo or video my child and further utilise their face, name, likeness, voice and appearance as part of their program in all advertising without reservation or limitation.

Guardian Release

I understand that the sport of cheerleading is physically demanding and that my child must be physically fit and healthy to participate. I also understand that All Star Cheerleaders follows the NCSSE, IASF & the NZCA cheerleading safety guidelines but they assume no responsibility for any accident or injury that may occur. I therefore release All Star, all coaches and staff from any liability and hold them harmless against any and all injuries that might arise from participation in this program.

If your athlete is joining an elite team the following terms & conditions apply:

Tuition Fees: Due Date: First lesson of each Term

ELITE MEMBERSHIP CONTRACT TERMS & CONDITIONS

1. PARTIES

The parties to the membership agreement are:

All Star Cheerleaders Ltd ("All Star") the service provider.

Cheerleader ("the Member") means the cheerleader if they are over the age of 18 or if under 18 years of age means the parents or legal guardians of the named cheerleader listed on the front of this agreement.

2. PAYMENT

The Member agrees to pay the costs as set out in the team handbook, and includes but is not limited to full term fees, uniform, competition fees, gear packs, music, choreography, tour and elite camp fees.

3. NON-PAYMENT

In the event of any amounts not being paid in accordance with the provisions of this contract All Star has the right to refuse to teach, train and or provide services to the cheerleader until such time as all outstanding amounts are paid. All Star is under no obligation to provide any abatement of fees for any time the cheerleader is not in attendance.

4. DEBT COLLECTION ACTION

The Member authorises All Star to contact any debt collection/credit reporting agency in the event any account with All Star is not paid. Should this occur the full outstanding balance for the remainder of the term including any current arrears shall be immediately due in full. In addition All Star shall add \$50 to the outstanding debt as its fee for dealing with the default. The Member also agrees to pay all collection costs incurred. The Member also authorizes All Star and or the debt collection agency to use any and all search powers available within the law to find up to date contact details for the Member to pursue the debt.

5. CANCELLATION BEFORE THE END OF THE YEAR

If the Member wishes to cancel their membership before the end of the year, they are liable for all money still to be paid until the end of the fourth term or give 3 months written notice. Notice may be given by emailing accounts@allstarcheerleaders.co.nz and a confirmation email will be sent for your records.

6. CANCELLATION WAIVER

All Star may waive the cancellation condition in unforeseen circumstances where the Member gives three months notice in writing. All fees shall continue to be paid up to the later of the date of cancellation or the 3 month notice period. In the event of notice not being given All Star shall have the right to charge 1 term or 3 months fees (whichever is greater) in lieu of notice. Unforeseen circumstances may include serious injury or illness, moving cities, countries or serious academic issues or anything else that would create undue hardship for the Member. This waiver can be withdrawn and the contract required to be paid in full if the Cheerleader cheers with another cheerleading company within 1 year of this waiver being granted.

7. MEMBERSHIP ON HOLD

All Star may approve the holding or suspending of memberships for reasons outside the Members control for example serious injury or illness or for other reasons where advance notice has been given.

8. TEAM MEMBERSHIP CHANGES

All Star may change the membership of any team by adding, rearranging, or removing cheerleaders to/from teams for a performance, practice, competition or the program. All Star will attempt to make team changes as infrequent as possible and with as much notice as possible.

10. ALL STAR RULES, POLICIES & GUIDELINES

The Member and cheerleader agree to adhere to the rules, policies and guidelines of All Star Cheerleaders as set out in the All Star Constitution and any other rules, policies and guidelines that may be set from time to time. If a Member or cheerleader break any of the rules they may be suspended or dismissed from the team. There will be no refunds in the event of dismissal or suspension from the team.

11. TRAVEL FEES ON CANCELLATION OR DISMISSAL

In the event of the cheerleader leaving the team or canceling the contract any travel fees will be refunded less any deposit or cancellation fee plus a 10% administration fee. Any fundraising money held in the fundraising account will not be refunded but will remain in the account and will be distributed between the remaining traveling team members.

12.PARENTAL/GUARDIAN RELEASE

The Member understands that the sport of cheerleading is physically demanding and that the cheerleader must be physically fit and healthy to participate. All Star Cheerleaders follows the NCSSE, IASF & the NZCA cheerleading safety guidelines but they assume no responsibility for any accident or injury that may occur. The Member therefore releases All Star, all coaches and staff from any liability and holds them harmless against any and all injuries that might arise from participation in this program.

13.LOCO PARENTIS

The member authorises the coach or any other staff member of All Star or other person who at the relevant time is responsible for the care of the cheerleader to act in loco parentis in respect of the cheerleader in cases of accident or emergency.

14.APPEARANCE RELEASE

The Member agrees to grant All Star, its sponsors and all media the right to photo or video the cheerleader and further utilise their face, name, likeness, voice and appearance as part of their program in all advertising.

When signing our Enrolment Form you are agreeing to the above Terms and Conditions. Please also refer to our [Spectator Code of Conduct](#) AND [Athlete Code of Conduct](#).

I understand the above financial obligations. I also understand that if we wish to cancel the membership before the end of the contract period, we are liable for all money still to be paid until the end of the agreed contract.

If your athlete is attending the Summer Camp these Terms & Conditions apply:

YMCA PARTICIPATION AGREEMENT

YMCA Camp Adair operates in accordance with the broader YMCA rules and guidelines. YMCA Camp Adair adheres to the core values of the YMCA - Caring, Respect, Honesty and Responsibility. Further, YMCA Camp Adair operates according to it's Safety Management system.

RISK ACKNOWLEDGMENT

I understand there are risks involved in the activities my child/I will be undertaking. I also understand that an unpredictable or uncontrollable event may occur that could possibly cause me serious harm or death. I'm aware of the importance of my child/my voluntary participation and the consequences should they/I ignore the YMCA Instructor's directions. I acknowledge that the organisation is responsible for all risk management for every person on site and will take all reasonable and practicable steps to keep my child/I safe while they/I am involved in these activities. However, I accept full responsibility for my child/my own actions or inaction.

ADVENTURE ACTIVITIES

I understand that I / my child will be participating in all or some of the following Adventure Activities: High Ropes, Abseiling, Zip Line, Climbing wall, Kayaking, Archery, Target shooting, Confidence course, River Traverse. Hiking. I have been fully informed on each activity and accept the risks.

GEAR MANAGEMENT

During the period of the programme you may be issued with and be using various forms of equipment.

Whilst under your care or use, you will be totally responsible for its condition. This means that should you break or damage any equipment, by any means other than an accident or by normal wear and tear, you will be required to pay for it. We are sure that during the normal running of the programme and with a sensible attitude no problems of this nature will arise.

PHOTOS

I give permission for photos to be taken, for the purpose of promoting Camp Adair at the discretion of the YMCA.

DECLARATION

I have read, and understood, and agree to the above. I also agree to follow all rules and other guidelines set out to me, and agree to the YMCA core values of Caring, Respect, Honesty, Responsibility, and agree to listen to all staff and supervisors at all times. I acknowledge that if I cannot follow these, and I am not prepared to remedy the problem I will be expected to leave the programme.

REFUND POLICY

Should you cancel your camp registration less than 4 weeks prior to the event there will be no refund due to All Star Cheerleaders' financial commitments in relation to camp.

Summer Camp Rules

Please carefully read the terms and conditions below:

The following are the All Star Summer Camp Rules. These will come into effect as soon as we meet at Camp Adair, and will continue to be in place until you leave Camp. All coaches, chaperones and staff will enforce these rules. If you break or bend any of the rules you may receive a disciplinary warning – 3 warnings and you will be sent home!!

OUR TOP 7 MAJOR RULES ARE:

1. It is compulsory to attend rotations.
2. You must stay with your allocated team.
3. You must be in your room at curfew time.
4. Be on time for everything!! If you are late you will receive conditioning punishments! And consistently late may mean a disciplinary warning.
5. No swearing or use of any derogatory language.
6. No alcohol, smoking, drugs or any illegal substances are to be taken or consumed.
7. Above all we want you to have FUN and ENJOY yourselves – you must at all times have loads of FUN!!

Specific Rules:

A. DISMISSAL FROM CAMP

I understand that if a cheerleader has unacceptable behavior they may be asked to leave the camp. Unacceptable behaviour includes but is not limited to the following:

- (a) possessing, using, or being a party to any illegal drug, controlled substance, or drug paraphernalia;
- (b) underage drinking or smoking while at camp;
- (c) committing any act which would be considered an offence under any law;
- (d) refusing to cooperate with reasonable requests from team management, chaperones or coaches;

- (e) receiving 3 disciplinary warnings; as set out in the Tour Rules;
- (f) disrespectful behavior towards other cheerleaders, team management, chaperones or Coaches including, derogatory remarks, spiteful comments, unsportsmanship, behavior, harassing or picking on any team members.

B. CURFEW TIME:

- (a) Curfew time is set for 9 pm or earlier as set by staff and Management. This will vary for different teams.
- (b) This means everyone must be in their rooms no later than 9 pm.
- (c) Room checks will be done! If you're not in your room you'll be issued a disciplinary warning! 3 strikes and you're out!!

D. ROTATIONS

- (a) You must be on time to all rotations
- (b) You must be at all rotations, unless you have permission from Kimberley

E. GENERAL RULES FOR CAMP:

1. Respect and be courteous to all chaperones, coaches, team managers, camp staff and anyone you come in contact with
 - THIS INCLUDES OTHER CHEERLEADERS. Other cheerleaders will have opinions/problems/needs as well, not just you.
2. Everyone must stay in a group. You will be allocated a specific group and chaperone that you must report to.
3. You must keep your rooms & common areas tidy!!! Cleaners won't be available so it is your responsibility to clean up after yourselves
 - Chaperones will do room checks, if your room is not tidy you will not be going anywhere until it is clean!
4. Any Damage you cause will be at your own expense, not the team/All Star Cheerleaders
5. You must be courteous to others.

F. CAMP ETIQUETTE:

1. Be Respectful to other cheerleaders – ALL CHEERLEADERS no matter what team they come from.
2. Abide by what a cheerleader strives to be! Don't give into being the cliché catty cheerleader. That's not what it's about.
3. All Star are known for being good sports so let's keep that up!