

ALLSTAR TERMS & CONDITIONS



CHEERFUN, CHEERSPORT, CHEERTUMBLE T's & C's

If your child is in a CheerFUN, CheerSPORT or Cheer TUMBLE programme these are the terms and conditions that apply to you.

PAYMENT

The Member agrees to pay the costs as detailed in our Allstar invoices.

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.

MONEY BACK GUARANTEE

We believe our classes create happier healthier empowered young people so much, that we provide a money back guarantee. If your child does not love our classes email us for a no questions asked full terms refund.

DEBT COLLECTION ACTION

The Member authorises All Star to contact any debt collection 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.

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 Handbook 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.

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.

LOCO PARENTS

The member authorises the coach or any other 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 parents in respect of the cheerleader in cases of accident or emergency. 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 parents in respect of the cheerleader in cases of accident or emergency.

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.

AGREEMENT

I understand the above financial obligations and have read the terms and conditions. I agree to all the terms and conditions of the contract, I understand that you do not require to have my signature as acceptance and that acceptance is deemed through my/my child's participation. 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.

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ELITECHEER T's & C's

If your child is in an Elite team the above Terms and Conditions apply to you, as well as the terms listed below.

START DATE

The start date is the first elite lesson of the Season as set out in the calendar or the first elite lesson taken if starting mid-year

CONTRACT PERIOD

1 year Fixed Term Membership. If you wish to cancel before the end of the season you will be liable for all money still to be paid until the end of the agreed contract. 3. 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 cheerleader.

CANCELLATION

If the Member wishes to cancel their membership before the end of the one year fixed contract period, they are liable for all money still to be paid until the end of the agreed contract.

CANCELLATION WAIVER

All Star may waive the cancellation condition in unforeseen circumstances at its discretion 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 athlete cheers with another cheerleading company within 1 year of this waiver being granted.

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.

CONTRACT TERM

The term of this contract is for a fixed period of 1 year expiring 1 year from the first Elite practice. Athletes are required to commit to a full season being the calendar year of all 4 terms.

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.

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.

YMCA SUMMER CAMP PARTICIPATION AGREEMENT

If The Member is attending the All Star YMCA Summer Camp they agree to the following YMCA Camp Adair Participation Agreement – 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 its Safety Management system. (i) 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. (ii) 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, Kakaying, Archery, Target shooting, Confidence course, River Traversese. Hiking. I have been fully informed on each activity and accept the risks. (iii) 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. (iv) YMCA APPEARANCE RELEASE: I give permission for photos to be taken for the purpose of promoting Camp Adair at the discretion of the YMCA. (v) 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.