



Midwest Cheer Elite Toledo

TINY NOVICE

2020 - 2021

Midwest Cheer Elite Toledo
12265 Williams Road
Perrysburg, OH 43551
(419) 872-6238

Midwest Cheer Elite Toledo
Tiny Novice
2020-2021

Welcome to Midwest Cheer Elite Toledo. We are delighted that you have chosen to become a part of one of the top All-Star programs in the Midwest! Our mission at Midwest Cheer Elite Toledo is to provide life experiences and memories to carry on throughout their lives, through the sport of competitive cheerleading. Our goal every day is to teach our athletes values of commitment, hard work, integrity, leadership, self-confidence, a positive attitude and a love for the sport. It is our goal to be the very best All-star program in the area, if not the country. Each and every family is important to our program and us. We invite you to come and see what is like to be "One of the Elite!"

Please turn in the Financial Commitment / Credit Card info page, Member Information Form, Waiver, and I Understand Form along with a photocopy of your cheerleader's **birth certificate**. Athletes will be unable to participate without all forms completed by the legal parent/guardian.

Q. Who are the Coaches?

A. Our coaching staff is certified through the USASF. All teams will have 2 coaches each.

Q. How do you select Teams?

A: We select teams to be the most competitive in each level. Tiny Novice is a sign-up team as this is for beginners to teach the fundamentals.

Q. How often do we practice?

A. Once a week.....Extra practices may be added as we approach competition season. Practices are 1 ½ hours each.

Q: Does everyone make a team?

A: We do try our best to place every athlete. If we do not have a spot for a cheerleader, we will make a phone call to that family.

Midwest Cheer Elite Toledo maintains the right to refuse services at ANY time.
Any Questions may be addressed to:

Midwest Cheer Elite Toledo
12265 Williams Rd.
Perrysburg, OH 43551
(419) 872-6238 / www.mctoledo.com

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Payment Information Breakdown

Month	Payment
July	\$55.00
August	\$55.00
September	\$55.00
October	\$55.00
November	\$55.00
December	\$55.00
January	\$55.00
February	\$55.00
March	\$55.00

Your monthly fee includes:

- * All team practices plus 1 basics tumbling class
- * Choreography
- *Music Fee
- *Coaches Fee

Breakdown of Additional Cost

*Registration Fee \$35- Due when turning in the completed packet for the 2019-2020 season.

* Cheer Uniform \$100.00- Billed in August. This includes a top and bottom along with the cheer bow.

*USASF Fee \$30.00 – You will register for your athlete on the USASF website. We will give out instructions for everyone to do so.

*Competition fees (3) – These will be billed on your monthly invoices 60 days prior to competition. Fees for competitions run \$30 - \$60.

Statements will be given out by the 1st of each month. Fees are due on or before the 15th. On the 16th, any outstanding balance will be charged to your credit card that you've provided in your tryout packet. You can pay in person and Midwest Cheer Elite accepts checks, cash, money orders, cashiers' checks and all major credit cards. If you have any questions about your account, please do not hesitate to call the front office. Accounts not paid in full will be charged a \$50 late fee and any returned checks would be charged a \$35 returned check fee.

There will be a 3% service fee for all credit card transactions.

There will be no refunds made to anyone who is asked to leave the program or that quits a team. If there is a financial problem, please contact the office immediately. Your coach will not be able to advise you on these matters.

Important Information and Dates

Competitions

- * The coaching staff will choose all competitions.
- * Competition season will begin in January/February 2021 and run through March 2021. These dates/locations will be released in September. Due to COVID-19 we need to wait to release to see what dates we can start competing.

Important Dates

Halloween – Gym Closed October 31st

Thanksgiving – Gym Closed November 27th – December 1st

Christmas Break – Gym Closed December 20th – January 3rd (Practices resume January 4th)

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MEMBER INFORMATION

Guardian Information

Mother's Name

First: _____ Last: _____

Father's Name

First: _____ Last: _____

Billing Address

Address: _____

City: _____ State _____ Zip _____

Phone Number

Mom Number _____ Dad Number _____

Email: _____

Student Information

First _____ Last _____

Birthday ____/____/____ School: _____

School Squad: Yes No

Insurance Information:

Insurance Carrier: _____ Policy # _____

Carrier's Phone _____ Group # _____

MCE Toledo Athletics, LLC

WAIVER OF LIABILITY, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

Name of Participant/Child: _____

In consideration of the services of MCE Toledo Athletics, LLC, and its owners, members, agents, officers, subcontractors, employees, and all other persons or entities acting in any capacity on its or their behalf (hereinafter collectively referred to as "MCE"), I hereby agree, on behalf of myself, my child, my spouse, my child's other parent(s) or guardian(s), my parents, my family members, my agents, heirs, assigns, personal representative, and estate (collectively, the "releasing parties"), as follows:

1. I understand and acknowledge that the activities that I, my child, or any of the releasing parties engage in or observe while on MCE's premises, or while under the auspices, supervision, or control of MCE, or while traveling to or from such activities, pose known and unknown risks which could result in injury, pain, suffering, paralysis, death, emotional distress, loss of companionship, and/or damage to me, to my child, to property, to the releasing parties, and/or to third parties. The following describes some, but not all of those risks, and I understand and acknowledge that there are other risks, both foreseeable and not foreseeable, that are not included among the following which any of the releasing parties may suffer:

Cheerleading, dance, and gymnastics, including performances of stunts and use of trampolines and other equipment, is dangerous and entails certain risks inherent in the activities that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and their enjoyment of the activity would be diminished. Cheerleading, dance, and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall or come in contact with other participants or with equipment or objects, can sprain or break wrists and ankles, can incur injuries caused by others, and can suffer more serious injuries, including paralysis and death. Traveling to and from practice, rehearsals, shows, meets, competitions, and exhibitions raises the possibilities of any manner of transportation accidents.

2. I expressly agree to accept and assume all of the risks, known and unknown, foreseeable and not foreseeable, related to, arising out of, or in any way connected with MCE-related activities, including but not limited to performance of stunts and use of trampolines and equipment, and the negligent acts or omissions of MCE or others. My participation and that of my child is purely voluntary. No one has force or coerced me or my child to participate. I elect for myself and my child to participate in such activities in spite of the risks.

3. On behalf of myself, my child, and the releasing parties, I hereby voluntarily release, forever discharge, and agree to defend, hold harmless, and indemnify MCE from any

and all liability, claims, demands, costs, damages, actions, or rights of actions asserted by any of the releasing parties, which are related to, arise out of, or are in any way connected with my or my child's participation in MCE-related activities ("Costs").

4. Should MCE incur attorney's fees or costs related to or arising from my obligations under this agreement, I agree to indemnify and reimburse MCE for such attorney's fees and costs.

5. I represent and warrant to MCE that adequate health, accident, and liability insurance is in force and will be maintained to cover any Costs, and if such Costs are not paid in full, then MCE shall not have, and I hereby release MCE from, any obligation to pay or reimburse any such Costs, and I agree to pay the Costs.

6. I agree that the substantive and procedural laws of the State of Ohio shall apply to this agreement and in any action arising from this agreement without regard to the conflict of laws rules of the State of Ohio, that the state courts of Ohio shall have exclusive jurisdiction of any action, and that such action shall be brought only in the county in which MCE is located.

7. I acknowledge and agree that if anyone is hurt or property is damaged during my participation or the participation of any of my child, I may be found by a court of law to have waived my right to maintain a lawsuit against MCE on the basis of any claim from which I have released MCE by signing this Agreement, and such lawsuit shall be dismissed.

8. I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and that if any provision of this agreement is found to be void or unenforceable, such provision shall be modified, if possible, only to the extent necessary to render it enforceable, and the remainder of this agreement shall remain in full force and effect.

9. Contracting COVID-19 while at the gym or suspected of contracting COVID-19, Midwest Cheer Elite, Inc. is not to be held liable.

(signature page follows)

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, A RELEASE, A WAIVER OF LIABILITY, AND AN INDEMNITY, AND I SIGN IT VOLUNTARILY. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, I AM AWARE OF ITS LEGAL CONSEQUENCES, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____ Date: _____

PARENTS' OR GUARDIAN'S SIGNATURE:

(Must be signed by **ALL parents and/or guardians** for participants under the age of 18.)

In consideration of the above-named Participant, who is a minor, being permitted by MCE to participate in MCE activities and to use MCE equipment and facilities, I acknowledge that I understand the risks as stated above and knowingly agree to all the foregoing terms of this agreement for myself and on behalf of minor.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

ACCEPTED:

MCE Toledo Athletics, LLC, an Ohio limited liability company

By: _____ Date: _____

**Midwest Cheer Elite Toledo
2020-2021**

**Financial Commitment
Credit Card Info**

Financial Commitment

I have read and fully understand my financial commitment to Midwest Cheer Elite Toledo outlined in this tryout packet. I understand that my commitment is for the 2019-2020 All-star competitive season. I understand that I am giving my credit card/debit card information and that information will be used if I do not meet payment deadlines to Midwest Cheer Elite Toledo. I understand that I forfeit any monies paid if I choose to leave a team or am asked to leave the program. I understand that I am entering into this program of my own free will.

Parents Signature _____

Date_____

=====
=====

Name as It Appears on this Card:

Billing Address:

Type of Card: _____

Credit Card # _____

Exp. Date_____

Cardholders Signature

Date: _____

Athletes Name_____

Everyone is required to submit credit card information.
Accounts are due on the first of every month. Payment is expected on or before the 15th of the month. Your credit card will be charged for any outstanding balance on the 16th. Non-payment and/or declined credit card will result in a \$50.00 late fee.

**Midwest Cheer Elite Toledo, LLC
12265 Williams Road
Perrysburg, Ohio 43551**

Notice of Termination of Agreement

You will be responsible for the monthly installments and any balance on your account until such time that written notification is sent to Midwest Cheer Elite Toledo, LLC, 12265 Williams Road, Perrysburg, Ohio 43551. Services fees for choreography, coach's fees and other yearly fees are divided into the monthly installments and are due upon notice of termination. The remaining balance of fees for services provided will be calculated, billed, and due immediately upon termination.

Date: _____

Parent Signature: _____

Printed Parent Name: _____

Athlete(s) Name: _____

I understand (please initial by each “I understand”)...

____ I understand that my child is being evaluated to be a member of Midwest Cheer Elite Toledo, LLC and not any particular team, placement is based on age, ability, and team needs.

____ I understand that should my child need to discontinue practicing during the season due to injury and/or illness, they may not return to the team until they receive a clearance from a licensed doctor and are able to return to the same level they were prior to the injury and/or illness.

____ I understand that should the coach and/or gym owner feel an athlete is injured to the point they are unable to perform the duties of the team, they have the right to bench the athlete until suitable diagnosis and clearance is given by a licensed doctor (i.e.: “a school trainer” would not be an acceptable clearance for any injury).

____ In accordance to the Ohio Revised Code, all concussions must follow the diagnosis and treatment plan set up by the State of Ohio and the athlete may not return until they have passed all neurological testing set up by the new law.

____ I understand that should my athlete discontinue performing the skills that they performed at evaluations, at any time during the season, they can be moved to a more appropriate level team for their current skill level.

____ I understand that all communication should be done thru the business phone and email...Calls and communication should not be done thru coaches’ personal cell phones, Facebook or emails.

____ I understand that should my child “quit” during the season, I am responsible for the current and next billing cycle in full from the date written notification is given to the gym owner.

____ I understand that there are no refunds should my athlete quit or be removed from teams during the season.

____ I understand that the installments I am paying cover competition fees, music, choreography, tuition, tumbling, coaches’ fees, and practice clothing. Therefore I understand that monies paid for installments earlier in the season may not be credited or applied towards upcoming installments, should we leave the gym.

____ I understand that if my child or family member is to contract COVID-19 the gym is not held liable. The gym will take all the necessary precautions to prevent the spread of the disease.

Any and all questions I have regarding the contract have been answered to my satisfaction and I understand the contract that I am reading.

Date: _____

Parent/Legal Guardian Signature