

PBHD COMMITMENT CONTRACT

You and your child(ren) have agreed to participate in Pacific Beach High Desert(PBHD) . This Commitment Contract sets forth the terms and conditions under which the athlete may participate on the Pacific Beach High Desert(PBHD) Competition Team

Commitment of PBHD to its athletes:

PBHD commits to providing all of its athletes proper technique and instruction in all aspects of competitive cheer to include: proper stretching and conditioning of muscles, jumps, cheer motions, dance skills, stunting, and tumbling. All of our coaches will be certified in providing these techniques safely and properly in preparation for local and national cheerleading competitions as well as exhibitions.

Tumbling & Skills Classes:

*As part of our full season competition team, all tumbling and skill classes are included with your athletes tuition. Aside from our Elite team which has its own team tumbling class, we require all competition team members to participate in a MINIMUM of 2 tumbling classes per month. Failure to participate will count towards their season allowed absences. NOVICE TEAMS ARE EXEMPT from class requirements. Please ask coaches which tumbling class is right for your athletes if you are unsure.

Responsibilities of the Athlete:

As part of the Competition Team, the Athlete named above agrees to attend all practices and events scheduled on PBHD's Events Calendar. I, the athlete, understand the importance of attending all practices and events while a part of the Pacific Beach All-Stars Competition Team. Practices are set forth and will take place except for when gym is closed in observance of school breaks during dates noted on the PBHD Calendar included in this packet. I also understand that Saturday Practices may be called to make up for lost time during holiday closures at coaches discretion.

In the event that I am unable to attend a practice, as all competition events are mandatory, it is my responsibility to provide my Head Coach in writing at least 2 weeks in advance either directly or via email to PBHD email address. Text messages to my coach will not be acceptable. The only exception to this rule is in the event of an emergency, sudden illness, or injury in which documentation must be provided. If I am absent from school due to illness, it is my responsibility to ensure that my coach is informed at least 2 hours prior to my scheduled practice by calling the gym, or my absence will be deemed unexcused. I understand what is deemed excused and unexcused absences as set forth in participant code of conduct. I understand 3 tardies are equivalent to 1 unexcused absence. After a total of 5 unexcused absences, I understand that my role on this team will be altered to best suit the team's success. After a total of 10 unexcused absences, I will be removed from the team for the remainder of the season and the cancellation policy will apply.

I understand that I must arrive to practice on time and ready to practice. This means wearing approved PBHD practice uniforms, & cheer shoes. Clothing must be fitted so as to not interfere with what is needed of me in this sport. My hair will be brushed and in a neat high ponytail or half up half down if my hair is shoulder length or above.ABSOLUTELY NO JEWELRY IS TO BE WORN.Athletes will be required to remove ALL JEWELRY before being allowed to step on mats. The only exception to the dress code is "THEMED PRACTICE WEEKS".

I have fully read and signed the rules and regulations form, and understand that attendance is not the only action that may remove me from the Pacific Beach All Stars Competition Team.



Responsibilities of the Parent/Guardian:

Parents and/or Legal guardians agree to ensure full participation of their athlete(s) in all scheduled events and all All-Star Competition Team practices. I understand the guidelines set forth for reporting an absence of my athlete(s). These guidelines are as follows: Notify PBHD in advance on the ABSENT REQUEST FORM during pre-season. Following pre-season, I must send an email to info@pbhighdesert.com to notify the coach of an absence or send a message to the gym phone. I understand that a text message or BAND message is not acceptable. Only academic or medical appointments are deemed excusable. The only exceptions are emergencies, sudden illness or injury upon which proper documentation must be provided of such an event. If the athlete is kept home or sent home from school, and is highly contagious, a 2 hour advance notice to the gym phone is required. Once a total of 10 unexcused absences are reached, your athlete(s) will be removed from participation in Pacific Beach All Stars Competition Team for the remainder of the current season. And the contract cancellation fee will be assessed.

COMPETITIONS AND TRAVEL

I am aware of all scheduled competition events and local performances and will ensure that all family trips are planned as to NOT interfere with this schedule, especially the month prior to and of the event. I understand all of these events are MANDATORY and not optional. I also understand that the primary reason for travel is for PBHD team competitions and keeping my athlete well rested, and hydrated before performances is crucial. These events are NOT family vacations. There is absolutely NO SWIMMING the day prior to a competition or in between 2 day competition events. Also, for 2 day competition events, all athletes belong to head coaches after day 1 to review, improve, and work on all judges' critiques. I understand that this is to benefit the success of the team that my athlete is a part of with PBHD, as this is a competitive team and PBHD wants the best possible performances from each team.

COMMUNICATION

If I have any questions, concerns, suggestions, my primary point of contact will be my athletes Head Coach or Owner. I should at no time interrupt my athlete's coaches during practice time for my athlete's team. All arrangements to speak with my athlete's coach should be made by sending an email to info@pbhighdesert.com. If a meeting is needed with the Head Coach, I understand I will receive an email within 24 hours regarding a scheduled meeting. PBHD business hours are as follows: MONDAY-FRIDAY 5-8 PM. I will also follow these hours regarding any questions or communications that are cheer related. The only exception is illness/emergencies, where in this case a voice message or text can be sent to PBHD office number: 760-783-5025

Team Parents ONLY source of team communications is done via an app for your phone **BAND**. I understand that I must have this app installed on my phone and utilize this for updates, information, and questions. I will also follow PBHD on Facebook and check the program's website for information/updates. I understand it is my responsibility to check the app for updates and to keep up on communication. I also understand that responses will not be immediate during NON BUSINESS HOURS

OF PBHD.

FURTHERMORE: THE APP IS NOT UTILIZED TO REPORT ABSENCES OR A TARDY TO PRACTICES.

PRACTICE COMMITMENT/TUITION

I understand that the athlete's participation in PBHD requires significant commitment on both the parent/guardian as well as the athlete. It is imperative that each team member is present for all practices, competitions, and local performances/events. I understand that if the athlete is a minor, it is my responsibility to provide transportation to and from any scheduled practices and events and ensure that they are on time and ready to go at scheduled times. I understand that fees will be incurred during the competition season and it is my responsibility to cover these fees. I understand that PBHD will offer fundraising to offset program expenses only. I understand PBHD follows the PAY TO PLAY policy.



Any outstanding balances not cleared 2nd week of each month will result in athletes not participating in practices, however is still required to be at each scheduled practice. Any outstanding accounts 1 month prior to a competition event will result in your child being pulled from the choreography until balance is paid in full. Once an athlete has been registered for a team event, I am aware that there are NO REFUNDS. I understand that my athletes' monthly tuition includes the cost for practices. My athletes' tuition is due on the 1ST of each month, and on the 5th of each month a late fee of \$25.00 will be assessed. I understand that an auto draft will occur on the 1st of each month and it is my responsibility to ensure funds are available. Any delinquent accounts 14 days prior to a competition will result in my athlete being pulled from the routine, however I am required to still have my athlete at the event bow to toe ready in support of his/her team.

I understand that PBHD is a sport/extracurricular activity and not a daycare. I must pick up my athlete on time at the conclusion of every practice. I understand I must escort my child into practice and enter the gym at the conclusion of practice to pick up my athlete. If a parent wishes to stay during a practice, they MUST stay inside the office/parent waiting area. I understand that parents are not permitted to "hover" by doorway, roll up door, or windows during practices. I further understand that as a parent, I cannot side coach my child or anyone else's child before, during, or after practices. I understand that all of our coaches' time is just as valuable as our own and must not be taken for granted. PBHD understands that things come up, if you need to have your athlete there early, or will be late picking up please communicate with the head coach of the situation in advance or inform my childs team parent of last minute changes. Unless your athlete is in the final practice of the evening, in which you must contact the team parent and arrange a ride home for your athlete if going to be more than 10 minutes late, and also call the gym to make aware of the changes.

HOLIDAY CLOSURES:

The following are the ONLY closures for which practices will not be held:

| Halloween Day: if occurs during week | Thanksgiving Weekend: to include day before/after |
|--|---|
| Christmas: 1 week closure Christmas week | Spring Break |

COMMITMENT CANCELLATION FEE

I understand that my athlete plays a crucial role on this team, and that all things have been set forth in advance to ensure the season for each team is successful. If I chose to pull my child BEFORE the completion of the season, I understand that there will be a \$300 cancellation fee for all teams. Novice Teams are exempt from this fee. (This does not apply to non-travel teams or class only members) And that my child's uniform will be turned over to the gym for the remainder of the season for replacement purposes and returned after the last event.

GYM PARKING:

In regards to parking, PBHD has the set approved parking: all parking spaces in front of white storage bins, and all street parking. PLEASE NOTE: spaces to the right of the handicapped space are for our coaching staff only

LOGO USE:

The use of reproducing the Pacific Beach All Stars logo IS STRICTLY PROHIBITED. This is a trademarked image. A warning will be issued to the 1st infraction of any apparel, personal marketing, mugs, cups, caps, or accessories. We will ask that you immediately destroy or relinquish the items to our owners. Any future infractions of illegal reproduction of the Pacific Beach All Stars logo will seek legal action.



OPEN/CLOSED PRACTICES POLICY:

PBHD will honor an open gym policy as long as these standards are followed:

Parents will remain in the office and will not side coach their child or any other team member. There will be ABSOLUTELY no parents on the mat area at any time. A viewing area is available in the office. NO GOSSIPING. We will maintain a POSITIVE environment for all athletes and their families. Only praise and positive encouragement should be spoken in the office.

DOOR TO OFFICE WILL REMAIN CLOSED. If any parents open the door to "peek" on practices or to interrupt practices they will be asked to leave. ANY VIOLATIONS WILL RESULT IN CLOSED PRACTICE POLICY



PBHD rules and regulations

Parental/Guardian Permission and Waiver

- 1.PERMISSION TO PARTICIPATE: I, the parent/guardian of the above-named participant hereby acknowledge that my child is in good general health and I give my approval for my child to participate in any and all association and team/squad activities, including transportation to and from the activities by a licensed driver with proof of insurance.
- 2. INTENT TO INFORM: I acknowledge that I am fully aware of the potential dangers of participation in any sport and I fully understand that participation in competitive cheerleading may result in SERIOUS INJURIES, PARALYSIS, PERMANENT DISABILITY AND/OR DEATH. Furthermore, I fully acknowledge and understand that protective equipment does not prevent all participant injuries, and therefore I do hereby waive, release, absolve, indemnify, and agree to hold harmless PBHD organizers, participants, and persons transporting the above named participant to and from activities, from any claim arising out of any injury to my/our child whether the result of negligence or for any other cause.
- 3. EMERGENCY MEDICAL ATTENTION:: I hereby grant my permission for any and all emergency medical/dental treatment and/or first aid to be administered to my child/participant, including authorizing any medical treatment facility/hospital to administer emergency treatment, for any illness/injury/accident resulting from participation in any and all PBHD activities.
- 4. INSURANCE DISCLOSURE: I am aware that PBHD carries group accident insurance which is considered secondary or excess for medical purposes to any and all valid insurance I possess is considered primary insurance. Furthermore, I agree to notify in writing my head coach and PBHD of any medical claim as a result of participation as soon as reasonably possible. I understand that any registration fee paid does not constitute a direct premium for insurance and that a deductible(s) may apply.
- 5. FINANCIAL RESPONSIBILITY: I hereby stipulate that I have been advised by PBHD that there are no refunds, in accordance with PBHD's policies, and I have also been advised that PBHD offers fundraising opportunities to help offset costs of competition fees, camps, clinics and uniforms. Foremost, if a check is returned due to insufficient funds, I acknowledge that I will have to pay the amount plus a
- \$50.00 returned check fee in the form of cash/money order/cashier's check, and check writing privileges will be revoked.
- 6. COMMUNICATION & PROMOTIONAL CONSENT: As a condition to my child's participation, I hereby consent to receive communications via email, text and mail from PBHD. I understand that PBHD does not sell its contact lists and communications sent may contain program information as well as special offers and may be opted out of by following the instructions in the email or via written request. Furthermore, I hereby grant to PBHD the absolute right and permission to make, reproduce, broadcast or otherwise use participant's name and likeness, any photograph, films, videos, recordings, or other depictions or images in whatever form or media in connection with participation in PBHD throughout the universe in perpetuity and in any and all promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, trade or promotion or any other purpose whatsoever.
- 7. ADULT CODE OF CONDUCT: 1: In order to uphold the mission of PBHD and ensure that all participants have the benefit of a safe and fun learning environment, all parents, guardians and other adults and attendees of such events, including but not limited to practices, competitions, and banquets, must behave accordingly in a respectful, courteous and sportsmanlike manner at all times. 2: Any adult who is using alcohol, tobacco or non prescription drugs and/or appears intoxicated at any PBHD event, and/or who is flagrantly rude, attempts to intimidate, verbally abuse, heckles, taunts, ridicules, boos, throws objects and/or uses vulgarity or profane language/gestures with an official, coach, volunteer, staff member, participant or other event attendee, must receive a verbal warning and/or be asked to leave such event. The organization may also provide a written warning to the individual regarding the misbehavior. The adult's children may also be removed from the event. Any adult who commits one of the above stated offenses a second time, will be banned from any and all PBHD events for a period of one year from the date of the second offense, and their children may also be removed from the program(s) for that time period. 3: Any adult who physically assaults a coach, volunteer, staff member or participant or threatens grave bodily harm may be banned from PBHD for one year from the date of the offense, and their children may also be removed from the program for that same period of time. After the ban has expired, if the individual commits another offense of the adult code of conduct, the individual will be permanently banned from the program and the individual's children may also be permanently removed from PBHD. 4: Finally, adults understand that PBHD sets forth all presentation decisions for athletes during competition season and will follow all decisions made by



PBHD for each athletes "bow to toe" look each event. Any parent/guardian who fails to uphold and respect the decisions of PBHD competition look will be addressed and can lead up to dismissal from PBHD for the remainder of the season.

- 8. PARTICIPANT CODE OF CONDUCT: 1.Must wear proper practice attire at every practice, and proper cheerleading uniform as selected by PBHD to all competitions and local events. 2. Must be ready to practice at scheduled practice time. This means proper attire, hair shoulder length and longer must be pulled back, no jewelry of any kind, and plastic headbands. 3. Uniforms must be kept clean and presentable for all competitions and events. Replacement uniforms are at participants' cost. 4. Must not exceed 10 unexcused absences. It is a team sport that requires full participation in order to succeed. The only excused absences are as follows: death in family(immediate family members only), extreme illness (i.e. high fever, vomiting, diarrhea, or highly contagious), or any extenuating circumstances beyond control of the participant. 5. Three(3) tardies to a practice will be equal to one(1) unexcused absence. 6. The head coach will determine if an absence will be considered excused or unexcused. If participant's unexcused absences reach the maximum of 10, participants will be dropped from PBHD for the remainder of that season. 6. Will display good sportsmanship at all times. 7. Shall respect their coaches and follow their instruction at all times. 8. Shall respect all other participants and members of PBHD, as well as other cheerleaders while at competition events.
- 9. Disrespect will not be tolerated and may be grounds for suspension for the season. 10. Will be expected to support all PBHD teams and on best behavior while wearing PBHD uniform. 11. Will be expected to show good sportsmanship, spirit and enthusiasm to all cheerleaders while at competition events. 12. Will follow PBHD's ZERO TOLERANCE Policy for use of drugs, alcohol, and bullying of any sort. Any occurrence will be grounds for immediate dismissal from the program for one year from the date of incident.
- 9. ADHERENCE TO PBHD RULES AND PROCEDURES: I hereby understand and acknowledge that as a parent/guardian of a PBHD participant it is my responsibility to comply with all rules and regulations stipulated, adopted or recognized by the stated program or any of its member organizations and understand that any non-compliance with any and all rules and regulations may be cause for discipline and/or dismissal of the participant, myself, and/or any spectators or other persons affiliated with the undersigned and the above named participant. I further understand that the participant must meet age requirements. I agree to furnish an authentic certified copy of a birth certificate of the above-named participant to PBHD and understand that valid proof of age, participant contract and parental consent forms must be presented in order to participate in Pacific Beach All Stars.



PBHD ABSENT REQUEST FORM

Please list up to 4 absences that will affect your athletes' team(s) practices. Explain your reason for the absence such as vacation, custody agreement, and school graded event, etc. All absences must be pre-approved by the coaches. You are allowed 4 total absences before OCTOBER. All other planned absences will only be approved if they meet one of the following after October: school graded event, additional sport game or crucial practice. Unless it is a competition week in which PBHD Team practices must be priority. We at PBHD encourage athletes to do multiple sports as long as compromise and balance are maintained with each sport including PBHD.

PBHD has built in days as reflected in CALENDAR that the gym will be closed, please try and take your vacations during this time. Practice attendance is important if we want to produce winning teams. We try our best to follow the School Academic calendar, but not all minor holidays are holidays for PBHD. If an athlete's absences become too excessive it will be grounds for athletes removal from the team.

Cheerleaders Name: Date:_____ Date:_____ Date: Date: PBHD STAFF ONLY BELOW: **Initial Below:** Owner Coach Approved y/n Date Received:



PBHD ACKNOWLEDGEMENT

I have fully read and signed the rules and regulations form, and understand that attendance is not the only action that may remove said athlete from PBHD Competition Team. I have read and fully understand the Commitment Contract

I, (athlete name), certify that I meet the following requirements:

- 1. I will be a part of the PBHD competition team and realize it is a major personal commitment of my non-academic time. My role on this team will be determined by my Head Coach in the best interest of the team.
- 2. I am expected to arrive ON TIME and IN PROPER PRACTICE ATTIRE and attend ALL practices and team events. I will be PRACTICE READY at scheduled practices and understand if practice time is used to be practice ready, I will be marked TARDY on attendance
- 3. I am expected to adhere at all times to ALL rules and regulation of Pacific Beach All Stars
- 4. I understand we(parents/legal guardians & athlete) assume financial responsibility for all required items (uniforms, practices clothes, shoes, etc)
- 5. I understand that to reduce risk of injury, I will only practice stunts, jumps, tumbling skills, under the direction of my coach. I will not execute any mentioned skill during practices without approval of Head Coach.
- 6. I recognize that I am subject to disciplinary action as set forth in rules and regulations, that certain instances will utilize a "three strikes you're out" policy and others will be grounds for immediate dismissal from PBHD if violated.
- 7. I understand that all tuition fees are due on the 1^{st} of the month and a late fee of \$25 will be added to unpaid balances on the 5^{th} of each month.
- 8. I understand that if my athlete fails to complete the competition season a cancellation fee of \$300 Elite, & \$150 Prep will be charged to the responsible party and if not paid in 30 days, will be forwarded to a collection agency.

| date: |
|--------|
| date: |
| date: |
| |
| date : |
| |