

Athlete & Parent Handbook

NXS Tumbling, Inc. 5262 Highway 70 Calera, AL 35040 Telephone: (205) 668-2003 Email: info@nxsgym.com

Thank you for your choosing NXS All Star Cheer!

Why choose NXS?

NXS is a company founded on the principle that serving people is the key to our success. Serving you and your athlete with all our heart is who we are!

Furthermore, it is our pleasure to get to know each one of our athletes and parents/ guardians as we go throughout each season.

We are in the cheer industry because we are confident the Lord has called us to this work, and He has given us a passion for your children and their growth in all areas.

In addition to the above, here are a few more reason to choose NXS All Star Cheer!

The NXS All Star Program offers the opportunity to:

- Perform in front of hundreds of people.
- Develop stage presence.
- Gain confidence.
- Grow in character, learning to win and how to lose
- Prepare for future cheer leading opportunities
- Build strength in tumbling and stunting
- Increase perseverance
- We do not practice on Sunday!

NXS All Star Cheer is truly one of a kind. It is a whole athlete development program.

Please understand, the handbook that follows is designed to protect you and your family's individual investment into the program. It solely serves to protect the time you invest, money you invest, and hard work your athlete will invest.

This handbook allows us to set the expectation that the good of the team shall be the priority.

As an NXS All Star Cheer Member, we sincerely look forward to going on an incredible, rewarding journey with you!!

In Christ,

Ashley, Christina, Christel, & Micah

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History & Mission of NXS All Star Cheer:

NXS All Star Cheer was founded in the spring of 2006. NXS All Star Cheer is a dream realized by Christina Comer, Christel Collins, Donita McCraven, & Ashley Marsalis. Through this sport, we desire to instill a strong value for teamwork, discipline, integrity, perseverance, and hard work. NXS All Star Cheer commits to continue to strive for excellence in every aspect of this sport, as well as to continue to encourage our athletes to aspire to achieve their goals, and never stop short of their dreams. It is our joy to pursue this dream.

NXS All Star Cheer:

NXS All Star Cheer is a one year commitment, typically from May through April of the following year.

Tryouts for Teams:

Each team is crafted around its athletes as we consider stunt groups, standing and running tumbling, jump sequences, dance sequences and team leadership. Being strong enough in any one of these areas could make up for being weaker in other areas. All teams are placed with the greatest care to allow each athlete an opportunity to be challenged, succeed, and grow as an athlete.

Team placements are made very carefully to ensure an athlete is prepared to safely navigate the difficulty of their placement level. It is important that athletes advance in level as each individual athletes develops the abilities necessary to safely accomplish that goal. The safety of your child is a top priority of ours.

As we have said, many factors go into placements for teams. Age, skill, and attitude are often the most determining factors.

Age: Teams are created of similar aged athletes. Ages 5 - 19 are currently allowed by the USASF to participate in All Star competitions.

Stunting:

As the sport of All Star cheer has grown and changed, the importance of stunting in routine scores has increased. Therefore, your athlete's ability to perform level appropriate stunt skills consistently and properly is a large part of placements.

Tumbling:

Because the whole athlete is considered, we do not have set tumbling requirements to make any of our teams. However, we use an industry wide guideline of tumbling skills and levels to aid in crafting competitive teams.

Please note that credit will only be given for skills that can be successfully performed <u>multiple times</u> on the floor <u>without</u> a spot. This is for your athlete's safety.

Attitude:

- Work Ethic As the difficulty level increases, so does the need for determined hard work. Hard work is a given in this sport.
- Coach-able Does the athlete make the changes a coach asks them to make?
- Team Player Is the athlete respectful and encouraging to their fellow program members?
- Leadership Does an athlete bring the quality of helping others in the program display more of the above attributes?

After Tryouts:

An e-mail will follow shortly after tryouts (typically less than two weeks after) announcing your athletes placement, a practice schedule for their new team, the 1st practice date, and other information.

No team placement given at the beginning of the year is guaranteed throughout the season. Team members may be moved to a different team during the season (according to, but not limited to) new skills acquired, skills not maintained, injuries, replacement of another team member, or other reasons deemed necessary by NXS.

Please be mindful of the fact that routine positions are always fluid and never absolutely set in stone. Athletes will naturally progress over time (some more rapidly than others). NXS All Star rewards hard work and dedication. Therefore it is not safe to assume that because your athlete is doing a certain role in the routine during summer months and even at the time of choreography that he or she will be doing (or not doing) this same role at the end of the season.

Late Tryouts:

It is possible to make a team later in the season through a private tryout. However, space on teams may be very limited, and we are often only looking for athletes of a specific age or skill level. In addition, tuition and cheer fee costs are calculated annually, so anyone starting late will pay the full annual cost of the program (a payment plan is still available).

Weekly Practice Schedule:

Each team's practice schedule (days and time) is set after tryouts when the teams that we have are clear. Practice information will be given when tryout placements are announced. Please see each Team's Details Page for the expected practice schedule. All schedules are tentative and may be changed due to circumstances outside of the control of NXS or circumstances otherwise unforeseen.

Extra Practice Schedule:

Extra practices are scheduled when the competition schedule is released, typically one a month or so. This usually happens around August. These practices are strategically placed to help give the athletes some additional confidence as competition pressure builds.

Extra practices additional to the above are usually not scheduled at all, but if they are they are scheduled, it is done at least 2 weeks in advance to help our families better prepare their schedule.

An additional extra practice may be called inside of the 2 week time frame, but only due to an injury, athlete quitting or other event that requires re-choreography of the routine.

Inclement weather closings: NXS's policy is to normally follow Shelby County School's discretion in relation to weather related closings. If practice is canceled due to weather closing, it should be expected that a make up practice will be scheduled and this practice/* could be schedule inside of the 2 week time frame mentioned above. It is also possible that Shelby County may be closed and NXS still opt to be open. An example of when this has happened has been when Shelby County has been closed due to hazardous road conditions in the morning that are cleared up by the time our schedule begins.

"There are no secrets to success. It is the result of preparation, hard work, and learning from failure." — Colin Powell

Program Practice Attendance Policy:

All star cheer leading is 100% a team sport. All members of a team must be present and practicing in order to get the full benefit of a practice. Each routine and set of skills is carefully crafted around each athlete's abilities. Since there is not a "bench" or "second string" to pull from, attendance at practice and competition is of utmost importance.

We are not able to get the most from the team if athletes are not at practice and our coaches are not able to coach the skills necessary due to absences. Therefore, there is an attendance policy that helps set the standard of excellence we strive to achieve.

- NO absences 2 weeks prior to a competition.
- All absences must be reported as soon as possible, prior to practice, by the form found on our All Star web page.
- Please see the Team Details page for absences allowed.

Excused Absences:

Include, but are not limited to; school function that results in a grade, death in the family, illness (see definition below), or injury (see definition below). The All-star director has discretionary authority to excuse absences on a case-by-case basis. Please contact them if needed, ASAP.

<u>Illness</u>- If you are sick and **are NOT contagious, you must attend** practice. You may or may not be required to participate; however, you must be physically present. In addition, when absences due to illness perpetually occur on an ongoing basis, you will be asked to provide a doctor's excuse with detailed information regarding the illness, treatment, and length of recovery.

Injury- In the event that an athlete is injured, you should notify your coach immediately of the injury. Thereafter, you should continuously update your coach with all information of doctors prognosis, estimated length of recovery, potential for surgery, and any other circumstances affecting their ability to perform the physical skills required to fulfill their role on the team. Injured athletes are required to attend all practices and are still held to the attendance policy. Injured athletes will be required to do various approved conditioning exercises to maintain their physical condition, help facilitate practice (help with counts, re-choreography process), and maintain routine knowledge. Once the athlete has fully recovered, he or she may or may not be choreographed back into the routine within the discretion of the All-Star director or owner. All injured athletes are required to continue to pay all fees in full for the remainder of the cheer year.

Unexcused Absences:

Include, but are not limited to: part-time jobs, dances, concerts, long distance driving, family reunion, wedding, family emergency, recital & school cheer camps or cheer tryouts. Academics are a high priority. However, schoolwork (homework, projects, studying for tests, etc.) are unexcused absences. Athletes are expected to maintain proper time management so this does not become an issue.

If an athlete is unexcused more times than the allowed limit for their team, disciplinary action will be taken, even up to dismissal from the program. Allowed unexcused absences varies by team. Please see the team specific page for allowances.

What to do when absent:

All absences must be reported prior to practice by submitting the Absence Form found on the NXSgym All star web page.

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Program wide attendance guidelines:

- NO "No-Shows"! If there is ever an emergency whereby the athlete cannot make it to practice, you must follow the guidelines for an absence. "No-Shows" may be cause for disciplinary action.
- Practices are mandatory 14 days prior to a competition or performance.
- Additional disciplinary action(s) will include: the athlete being given extra conditioning, being pulled from the upcoming competition or moved to another position in the routine or further discipline at all star director or owner discretion.
- Leaving practice early may be considered absent for the entire practice.
- If it becomes clear that you are unable to maintain your commitment to the NXS All Star program, you will be dismissed from the program. All fees will still remain due.

| Tardy | 1-30 minutes late | 2 Tardies = 1 Absence | A tardy is considered an absence the week prior to competition. |
|--------|-------------------|----------------------------|---|
| Absent | 30 minutes late | Allowance depends on team | excessive absences result in disciplinary action |
| Absent | Leaving Early | Included in above absences | Leaving early can be excused, but must be approved by Director. |

Summer Attendance: May – Shelby County Schools Start

During the summer, we think it is important to accommodate family vacations, church camps, summer camps, and other approved time. <u>During the summer</u> the above mentioned activities will be excused absences, as long as the absence has been approved by the your coach beforehand. All known summer absences are submitted during the registration process. Please see the team attendance policy for number of unexcused summer absences.

Competition / Performance Attendance Policy and Procedure:

Competition / performance attendance is mandatory. Very few exceptions will be made. Being absent may be grounds for dismissal from the program with all fees still remaining due.

Athletes must leave all backpacks, purses, make-up, warm-up jackets, etc. with parents at their "Meet Time". These items are not the responsibility of NXS.

Exclusive use of NXS training:

At no time should an athlete practice or participate in any training at another gym/ facility or with another cheer program.

Competition Season:

Competitions generally begin in November and continue through April. Local competitions are typically one day events & travel competitions are two day events (requiring overnight stay/s).

The Competition schedule for each season is usually finalized around August. The number of competitions presented on the team specific page are not guaranteed. All schedules are tentative and may be changed due to circumstances outside of the control of NXS or circumstances otherwise unforeseen. There will not be any refunds given for changes that happen due to these circumstances.

Competitions are the culminating feature of why these athletes work so hard during the training season. They are meant to be fun, exciting, and rewarding. Regardless of the outcome, all athletes are encouraged to maintain a positive attitude and required to display proper behavior and exceptional sportsmanship.

Although NXS All Star has many teams, we are one family. Everyone is encouraged to support and cheer for all NXS All Star teams, as well as other opponents.

Travel Arrangements:

We try to schedule hotel room "blocks" for parents to reserve a room. However, travel arrangements & lodging accommodations are ultimately the parents responsibility. Depending on the competition, it may or may not be required for you to book your room through an established room block.

Stay to Play: Some competition are "Stay to Play" events (such as Cheersport). This means in order to compete you must book your hotel room through their booking agency or qualify for an exception. More information will be made available as those room blocks as it becomes available.

Social Media Policy:

- Post all the pictures you can using #nxsgym and #nxsgym"teamname"
- NO Full Routine Videos are allowed to be posted publicly. Individual parts of the routine are allowed.
- Social media should be used for **building up** the program, teams, athletes, and families.

Logo Use:

The "NXS" name, logo, and "Team Names" are protected and are all part of the product and service we have worked very hard to create. Thank you for honoring us and not using any of these names/ logos without our express permission. Unapproved use will be cause for disciplinary action and possibly dismissal from the program. Thank you for supporting the program that is working tirelessly for your athlete.

All "Spirit Gifts", "Competition Goodies", etc are to be approved by All Star Director before purchasing the gifts. "Gifts" should never cause a cost to be incurred to parents or athletes on a team.

Financial Information:

Team Cost Payment Plan: Please see the Team Details Page for pricing specific to your team.

What is provided by the payment plan?

- Tuition for Training
 - Shoes
 - Practice Uniforms
 - Competition Uniform
- Routine Music

- Routine Choreography
- Hair Bows
- Makeup (Lipstick only for Tiny Teams)
 - Program/ Team USASF Costs
- Competition Expenses for Athletes
- Competition Expenses for Coaches

Some other expenses a family may pay elsewhere are athlete USASF membership cost, spectator admission, travel, lodging, food, etc.

Payment Process:

- <u>First Payment</u> (If not currently enrolled) Cash or check in the amount of your first months payment (per child, minus discounts) will be required at the time of your athlete's first scheduled practice. (If you are currently enrolled) The first month's payment will be processed shortly after your enrollment acceptance form is submitted after tryouts.
- <u>Subsequent Payments</u> The following months NXS will process and e-check transaction for the provided checking or savings account between the 1st and 5th of each respective month pursuant to the Team Cost Payment Plan. *Additional house balances & fees will be charged as well.
- <u>Payment Methods</u> After your first payment, NXS will not accept monthly payments made in cash, credit card, debit card, check or any other type of payment method other than an e-check transaction from a checking or savings account.
- <u>NSF Fee</u> There is a \$25 charge for all returned checks, insufficient funds, and all fees not paid on time. Your athlete will not be allowed to participate in the event your monthly payment obligation is more than 30 days past due.

Sponsorships:

All sponsorship forms have to be turned into the front office **before August 1**st. 75% of every sponsorship will be credited directly to your NXS account. The remaining balance of each sponsorship will go toward the cost associated with providing the marketing and processing the payments/ forms. Every Angel Sponsorship will **also** contribute \$250 to be earmarked for other athletes in need.

Payment in Full:

You may pay your balance in full at any time by cash, check, or e-check. If you desire to pay your account balance in full and are not able to do so when your enrollment acceptance form is submitted after tryouts, you must follow the payment plan, keeping your account current, until you are able to pay in full.

Practice Uniform and Shoe Sizing:

If your athlete is able to decide on their sizing without a parents aid, they are welcome to do so. NXS will not be making sizing decisions for your athletes. NXS will guarantee that your athlete receives the same sizes as ordered.

Competition Uniform Sizing:

A parent or guardian is **required to approve** the sizing decisions for the competition uniform. At the time your athlete is fitted for their competition uniform, a parent or guardian will make the ultimate decision as to what size uniform is ordered for your athlete. If your athlete grows throughout the year or any other circumstances occur that cause the competition uniform to fit poorly, alteration of the uniform will be at your expense. NXS will guarantee that your athlete receives the same size uniform as ordered.

USASF Membership:

In our words, the USASF is a non-profit organization, that regulates competition companies and gyms to promote safety, limit cheating, and help the advancement of our beloved sport. A membership with their organization is required in order for all athletes to compete. Athlete's USASF registration also provides additional insurance for your athlete. More info can be found about the USASF at their website www.USASF.net.

| NXS All Star 2023-24 Address: 5262 Highway 70, Calera, AL. 35040 | Phone: 205-668-2003 Emai | il: <u>info@nxsgym.com</u> Page:7 |
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All Star Discount for Additional Training:

- All Star athletes are eligible to receive a large discount on additional classes. It is only \$55 per class for additional training.
 - It is strongly encouraged that all athletes who do not have an elite level tumbling pass for their routine take an additional tumbling class to move as quickly as possible toward that goal.

Practice Dress Code:

- Practice uniforms and athlete's cheer shoes must be worn to all practices.
- All athletes must wear compression shorts under their shorts and all female athletes must wear a sports bra under your practice top (regardless of age).
- If your athlete (regardless of age) comes to practice without a sports bra or compression shorts on, they will be provided to your athlete from the front desk and **your house balance account will be charged** for them accordingly.
- Hair must be pulled back in a ponytail.
- No jewelry of any kind is allowed during practice. Neither NXS nor NXS employees are responsible for jewelry if it is worn into the gym, removed from practice, lost or stolen.
- No cell phones or any other electronic devices are allowed during practice.

All-Star cheer leading carries with it a high level of commitment, not only to the program, but to your teammates, coaches, and parents as well.

Competition Dress Code & Etiquette:

- All athletes must be in NXS All Star apparel at all times while at competition. Parents are encouraged to support their athlete and program by wearing NXS All Star apparel.
- If an athlete is in uniform, it has to be the entire uniform, not pieces of it. Other acceptable clothing attire would be NXS All Star warm-ups, or other NXS brand apparel while at the competition venue. No jeans, pajama bottoms or the like at the competition venue.
- All hair and make-up should be completed before the athletes scheduled meet time.
- Absolutely no jewelry from meet time until after performance.
- During awards, FULL uniform is to be worn, with hair as specified and make up still on. No pajama pants under your skirt, or warm up jackets or other jackets of any kind.
- Parents, athletes, & all other NXS All Star supporters should be respectful and courteous to other teams.
- Team spirit is a huge help, and does reflect in a teams' overall score. Be prepared to get LOUD!

Whatever you do, work at it with all your heart, as unto the Lord, not for men. Colossians 3:23

Role of NXS All Star Staff:

- Our staff is composed of high energy, motivated coaches that love the sport and the kids. We will lead by example.
- To be approachable, professional, and friendly.
- Maintain safe and realistic goals for the athlete's progression, while challenging them to reach their maximum potential.
- Use of profanity or abusive language is not tolerated.
- Consistently enforce all disciplinary actions as stated.
- Provide a safe, fun, competitive, live, energizing, rewarding, positive experience.
- Communicate your athlete's comprehensive weaknesses, strengths, skills they can work at home, progression goals, etc.

Role of Athlete:

- Treat teammates, coaches, staff, and parents with respect at all times.
- Not participate in gossip. This includes internal gossip about other NXS All Star athletes and external gossip about other cheer leading programs and their athletes. Problems within this area will be addressed and resolved directly.
- Show good sportsmanship and class at all times.
- No bullying. This includes, but is not limited to: electronic, verbal, physical, mental, media based, monetary, etc.
- Use of profanity or abusive language is not tolerated.
- Set example by not consuming alcoholic beverages and/or illicit drugs.
- Use social media as a means of publicizing and spreading the word of NXS All Star in a positive light.
- Set an example by not using social media to distribute negative or inappropriate information that could be detrimental to yourself, your parents, fellow teammates, coaches, staff, and the entire NXS All Star program.
- Athletes should take pride in wearing the NXS All Star brand and conduct themselves accordingly.

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- Follow instruction and accept constructive criticism from coaching staff.
- Work hard in practice and on conditioning exercises to improve performance, reduce chance of injury, and improve the overall team by becoming a better athlete.

"Gossip betrays a confidence, but a trustworthy man keeps a secret." Proverbs 11:13

Role of Parent/ Guardian:

- Encourage your athlete to always treat fellow teammates, coaches and NXS All Star staff with respect.
- Support and help instill the NXS All Star "Role of Athletes" section of the handbook.
- Defer to the coaches' discretion regarding team decisions.
- Parents will not use withholding your athlete from practice or competition as punishment. Each and every member of the team is vitally important to the success of the practice/ competition, withholding your child from practice as punishment is a detriment to the team as a whole. Withholding NXS as punishment is equal to punishing the rest of the athletes on your child's team and the team's progression in that practice.
- Not participate in gossip. This includes internal gossip about other NXS All Star athletes and external gossip about other cheer leading programs and their athletes. Problems within this area will be addressed and resolved directly.
- If a parent/guardian cannot attend an out of town event, you will need to arrange for another NXS All Star parent or responsible adult to travel with your athlete to and from the event and to be responsible for the athlete during the entire event.
- Use social media as a means of publicizing and spreading the word of NXS All Star in a positive light.
- Set an example by not using social media to distribute negative or inappropriate information that could be detrimental to yourself, your parents, fellow teammates, coaches, staff, and the entire NXS All Star program.

Closed Viewing Policy:

The viewing area is closed to all parents, guardians, siblings, etc during All Star Cheer practice. Extra scheduled practices are included in this policy.

NXS may periodically open the viewing area to all parents.

Our Closed Viewing Policy is a great benefit to our program; however, if you feel you need to watch practice for some reason, please contact the front desk for approval.

"If your brother sins against you, go and show him his faults, just between the two of you. If he listens you have won your brother over. But if he will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18: 15-17

Productive Conflict Resolution Procedure:

Please remember ...

- Our heart is to serve you and your athlete
- We want the best for your athlete
- We want you to get a great value for your money

If you find yourself having any concerns, please come talk to us as soon as possible. We are here to serve you and will listen to your concerns. After years of experience in this industry, we have noticed that our clients and coaches are very passionate about this sport. We love that! However, this passion can leave room for miscommunication. For example, an athlete can feel like a coach is disappointed when they are trying to be motivational. We have found some guidelines to help us manage this passionate culture and **communication is the key.**

- <u>First, Remember</u> Remember who we are and why you chose NXS. This helps us have a perspective that seeks the truth in a confusing or frustrating situation.
- <u>Second, Honor your Coaches and NXS</u> It is vital to your athlete's success that you continue to have a respectful attitude toward your coaches and your NXS program. After this conflict is resolved and is "water under the bridge", your attitude sets the example for how your athlete will cope with the future pressures of practice and the competition season.
- <u>Communication Step 1</u>- The athlete should speak to the coach about the matter. In the event the athlete is too young to adequately articulate the issue, then the parent may communicate the concern to the coach. If you are having difficulty finding time to talk with your coach, please notify the front desk and they can help arrange a brief conversation.
- <u>Communication Step 2</u>- If the matter remains unresolved, then the parent should <u>e-mail the coach, copying the all-star director</u>.
- <u>Communication Step 3</u>- If after following the first two steps, you feel as if your concern is still not answered, please let us know. We are here to serve you. We will set up a personal meeting with you to discuss your situation.
- <u>Lastly, Remember</u> Remember, we want to hear from you. Please allow us a chance to resolve any questions you have by following the above procedure before discussing concerns with other parents. This will help ensure a cohesive team environment for everyone involved.

Athlete Discipline Policy:

- Athletes are expected to behave in a manner consistent with the All Star Handbook. When an athlete's behavior does not meet these standards, we will address such issues by resorting to disciplinary actions. These are listed below.
- <u>Step 1</u>- The coach will discuss the problem directly with the athlete. Hopefully, the problem will be corrected immediately.
- <u>Step 2</u>- The coach will involve the all-star director and the director will speak directly with the athlete.
- <u>Step 3</u>- The all-star director will communicate with the athlete's parents to discuss the problem and the lack of response on the part of the athlete.
- <u>Step 4</u>- The athlete may be suspended from participating in team practices, but will still be required to attend.
- <u>Step 5</u>- If the issue persists, further disciplinary actions may be taken, including removal from the team is a possibility.
- Our desire is to work in a positive manner with all of the athletes. If a problem arises, you can be assured that we will make every effort to find an acceptable solution, in a fair and consistent manner. The success of any team depends on the commitment level of the parent and the athletes.

Handbook Policy Information:

- <u>All Star Agreement Execution</u> As soon as the athlete participates in a practice following tryouts, we receive a signed All Star Agreement by the parent(s) & we receive the first payment, then the All Star Agreement will be considered fully executed and in place in its entirety.
- Early Termination
 - <u>Contractual Responsibility</u> If your athlete quits, is benched, is dismissed from the program or is moved to another team, you will continue to be financially responsible for all costs in full, as stated on the assigned Team Cost Payment Plan.
 - <u>Early Termination Fee</u> If your athlete decides to quit before the last competition of the prescribed cheer season, you will be required to pay an additional \$500 early termination fee.
 - <u>Return of Competition Necessities</u> If you decide to leave the program or are asked to leave, you will be required to turn in any uniforms, shoes, make-up, bows etc. that you have received up until that point. This is non-negotiable; as we may need to use those items to fill your athlete's departed spot.
 - <u>Exceptions for Early Termination</u> There are exceptions for early termination that would not necessitate an early termination fee. Those include: season ending injury, unexpected relocation more than 50 miles from gym, other approved reasons, etc. In the event this does happen, you will still be required to pay the entirety of your Team Cost Payments Plan, but will not be required to pay an additional early termination fee. All exceptions are made at the sole discretion of NXS Staff.
 - <u>Refunds</u> There will be no refunds.

Contact Information:

Ashley Marsalis- All-Star Director, <u>ashley@nxsgym.com</u>

Micah Collins- Owner, micah@nxsgym.com

Christel Collins- Owner, <u>christel@nxsgym.com</u>

Christina Comer- Owner, christina@nxsgym.com

Celeste Clough – Front Desk, Info@nxsgym.com

Notes:



All Star Team Details

Mini – Senior Team

Approximate Ages 6 – 19

| Practice Schedule: 5 Hours per Week – Mini through Senior Teams | Choreography Week: TBD |
|---|--|
| Summer Attendance Policy: (May – Shelby Co. Schools Start) 3 Unexcused Allowed | Mandatory Summer Practices: 2 weeks TBD |
| Season Attendance Policy: (Shelby Co. Schools start – Last Competition) 3 Unexcused Allowed | Competition Schedule: Compete in 5-7 Local Competitions Compete in 2-3 Travel Competitions * Possible Invite to End of Season Bid Event |

Expected Travel Schedule: TBD

| | TBD | Friday Practice, Saturday & Sunday Compete |
|----------------------------------|-----|--|
| | TBD | Saturday & Sunday Compete |
| | TBD | Saturday & Sunday Compete |
| Possible End of Season Bid Event | ? | Saturday & Sunday Compete |

Financial Information:

Registration Cost – \$45 Annual Cost

Tryout Cost - \$45

Team Costs Payment Plan:

• May – April: \$380 per Month

Additional Costs:

- USASF Membership \$49
- Banquet hosted by NXS Booster Club \$30 in April
- * End of Season Bid Event may have additional costs not shown here based on type of bid received.

Boys Discounted Costs +:

• May – April \$230 per Month

Optional Discounted Training: Classes are available to All star members at the discounted rate of \$55 / class.

Multi-student discounts are given. Please talk to us for more details.

Please see the complete All Star Handbook for more information.

+ Boys of age must participate in Stunt Class/es and Workout Class to be eligible for discount.

NXS Booster Club:

INFORMATION FROM BELOW IS FOR REFERENCE ONLY FROM PAST SEASONS AND WILL BE SUBJECT TO CHANGE UPON NEW BOOSTER CLUB FORMATION.

Fundraisers:

The NXS Booster Club exist to help our families with the costs of being an All Star Cheerleader. We are proud of what the Booster Club was able to accomplish this last year.

In Fundraisers alone the Booster Club Raised over \$4,242.30 for our families! Here is the break down!

2017-2018 NXS All Star Cheer Booster Club Fundraisers Top seller's profit earned:

Buckets for Benefit Total Parent Profit: \$1352.30

Family 1. \$187.90 Family 2. \$155.80 Family 3. \$132.30 Family 4. \$118.80 Family 5. \$114.30

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Smoked BBQ Total Parent Profit: \$975

Family 1. \$150 Family 2. \$90 Family 3. \$75 Family 4. \$75

Cedar Creek Nursery (Mums) Total Parent Profit: \$625

Family 1. \$135 Family 2. \$100 Family 3. \$85 Family 4. \$75 Family 5. \$50

NXS Booster Club – Year End Banquet

We are thankful for the booster club's hard work and effort that goes into creating the year end experience we call the NXS All Star Banquet. It is always a memorable experience to look back on the years progress and friendships made and enjoy all that has been accomplished. Awards for individual athletes are given some of which are chosen by their coaches and some of which are chosen by their peers. In order to facilitate this experience there are costs. On behalf of the booster club we will **draft an additional \$30 per athlete in April.** These funds are used by the booster club to help pay for all of the banquet expenses.

Banquet Slide Show:

Every year at the banquet we always put together a slide show for some great entertainment while we enjoy the evening. Please email us 5 of your favorite pictures by the Monday following our last March competition. Email the pictures to <u>pictures@nxsgym.com</u>, or drop your pictures by the front desk in any electronic means convenient for you ex: jump drives, CD, etc. Please make sure to label your devices/ pictures so we can get those back to you after we have loaded the pictures.

Requested Guidelines:

- 5 pictures per athlete due the Monday following the last competition in March
- 1 additional team picture per athlete due the Monday following the last competition in March
- 2 pictures per athlete from Beach Nationals Competition due the Monday following the competition
- Pictures must be high quality. We can not use pictures that pixelate when enlarged.

Cedar Creek Nursery (Poinsettias) Total Parent Profit: \$210

Family 1. \$65 Family 2. \$50 Family 3. \$40 Family 4. \$20 Family 5. \$15

Elson Co. Sheet Fundraiser Total Parent Profit: \$1080

Family 1. \$260 Family 2. \$175 Family 3. \$100 Family 4. \$95 Family 5. \$90

| Bronze Sponsor - \$100: • Corporate business card displayed on All Star cheer sponsorship board in the lobby of NXS Gym. | |
|---|--------------------------|
| Silver Sponsor - \$225: Bronze Sponsorship Group graphic with corporate name displayed every class hour on digital billboard in NXS main gym. | |
| Gold Sponsor - \$375: Bronze Sponsorship Individual corporate graphic with full contact info displayed every class hour on digital billboard in NXS main gym. * | N A |
| Platinum Sponsor - \$500 Gold Sponsorship Group recognition on NXSgym.com All Star web page. Group recognition on social media through Instagram and Facebook post twice a year. | P B C |
| Angel Sponsor - \$1000 Gold Sponsorship Individual recognition on NXSgym.com All Star web page. Individual recognition on social media through Instagram and Facebook post twice a year. | N Sj Ta P, # |
| A portion of each Angel Sponsorship is marked for general scholarship needs. *Please supply a thumb drive or e-mail containing a file of the layout / corporate logo you wish to be displayed on the individual graphic. If neither is supplied, your graphic will be designed by NXS using the information to the right. | |



NXS All Star Cheer Sponsorship Form

| Name of Business | |
|------------------------------|--|
| Address | |
| Phone Number | |
| Business Contact Name | |
| Corporate Website | |
| Name of Student Sponsored | |
| Today's Date | |
| Payment Amount & Check # | |

Please staple business card to this area.

Sponsorship form will not be accepted if business card is not attached.

If business card is not available or business owner does not want to provide one, have business owner sign their name below:

Signature:

NXS Tumbling, Inc. FEIN#: 20-4123726

NXS All Star Agreement

This Agreement is entered on the below date by and between the undersigned parent of participant (hereinafter referenced as "Parent", whether one or more), and NXS Tumbling, Inc. (hereinafter referenced as "NXS"), upon terms stated as follows:

1. Handbook Review/Enrollment: Parent does hereby enroll Parent's child in the NXS All Star Program, and acknowledges that Parent has fully read and understood all terms and provisions of the NXS All Star Athlete and Parent Handbook (hereinafter referenced as the "Handbook"). Parent further acknowledges that Parent has had the opportunity to inquire of the staff or agents of NXS regarding any questions which may be of concern to parent, prior to the execution of this agreement. After having reviewed, read and submitted any inquiries of concern to parent to NXS, Parent, by execution of this agreement, does hereby enroll Parent's child in the NXS All Star Program, which enrollment will activate on this day and conclude on the <u>30th</u> day of April, 20<u>24</u>.

2. Financial Terms: Parent has read and reviewed the Financial Information and Handbook Policy Information terms of the Handbook, and fully approves the terms thereof. Parent understands, acknowledges and agrees that Parent will, during the term of this Agreement, pay NXS pursuant to the Team Cost Payment Plan for which team they are a member with the 1st monthly installment thereof being due upon Parent's execution of this contract and with each successive monthly payment to be made pursuant to the Payment Plan amount (plus house balances & additional fees) through the last payment due in April. Parent understands and acknowledges that all other financial responsibility terms, as stated within the Handbook shall apply to Parent's financial obligations hereunder.

3. Other Related Documents: Parent acknowledges and agrees that all other documents related to the contractual relationship between Parent and NXS, as well as Parent's child and NXS, whether the Release of Liability and Assumption of Risks, Electronic Funds Transfer, Handbook or any other document executed by Parent or Parent's child on this date or during the term of the Agreement, shall contractually bind Parent and NXS to the terms thereof.

4. Default: In the event of Parent's default in the payment of sums due to NXS hereunder, Parent shall be responsible for and pay any and all costs associated with the collection efforts of NXS, inclusive of court costs, reasonable attorney's fees and any and all other reasonable expenses associated with said collection efforts. Furthermore, any account which is more than thirty (30) days past-due shall accrue interest at the rate of 1.50% per month until such time as same is collected by NXS, with said accrued interest to be paid by Parent, in addition to the principal indebtedness.

5. Medical Insurance/Medical Treatment: Parent hereby acknowledges, confirms and agrees that it shall not be the duty or obligation of NXS to provide any form of health or medical insurance for the benefit of Parent's child. Consequently, Parent or Parent's medical insurance provider shall be responsible for addressing any matters relating to injuries to Parent's child occurring upon the premises of NXS, or any other location where said child is participating in NXS related activities (competitions, exhibitions, and the like). In advance, Parent hereby authorizes NXS, or any agent thereof, to initiate a call for emergency medical treatment of Parent's child, if NXS or its agent determines such treatment to be advisable, due to injury occurring to Parent's child upon NXS premises, and Parent shall be responsible for any expenses associated therewith, and shall hold harmless and indemnify NXS and its agents for and from any financial liability associated therewith.

6. Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution (with the exception of Parent's non-payment of Parent's financial obligations hereunder). Consequently, in the event that Parent and NXS are unable to resolve claims, disputes or other matters between themselves, they shall submit to mediation unless the parties mutually agree otherwise, except as otherwise provided herein, which mediation shall be administered by the American Arbitration Association or a mediator independently selected by the parties or their counsel. Any requests for mediation shall be made in writing, delivered to the other party to this agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ninety (90) days from the date of filing, unless stayed

for a longer period by agreement of the parties or by court order. The parties shall equally share the mediator's fee and any other costs directly associated with such mediation. Said mediation shall occur in Shelby County, Alabama, except as maybe otherwise mutually agreed by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event that mediation is unsuccessful, the parties shall submit to binding arbitration.

7. Arbitration: If arbitration becomes necessary as a method for binding dispute resolution under the terms of this agreement, any claim, dispute or other matter in question arising out of or related to this agreement, subject to, but not resolved by mediation, shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with the arbitration rules thereof which are in effect on the date of this agreement. A demand for arbitration shall be made in writing, delivered to the other party of this agreement and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the conclusion of any required mediation. For statute of limitations purposes, receipt of a written demand for arbitration by a person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The decision or award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

8. Voluntary Participation: I acknowledge that I have voluntarily applied for my child to participate in <u>Tumbling</u>, <u>Gymnastics</u>, <u>Cheer</u> <u>leading</u>, <u>Cheernastics</u>, <u>Baseball</u>, <u>Football</u>, <u>Softball</u>, <u>Soccer</u>, and <u>Other Related Activities</u> at the premises of NXS Tumbling Inc. (hereinafter "NXS"), and at other locations in NXS related activities such as <u>Competitions</u>, <u>Exhibitions</u>, etc. I also acknowledge that I have voluntarily applied for my child to participate on ALL apparatuses/equipment, on the premises of NXS and at other locations while in NXS related activities.

9. Assumption of Risk: I am aware that <u>Tumbling</u>, <u>Gymnastics</u>, <u>Cheer leading</u>, <u>Cheernastics</u>, <u>Baseball</u>, <u>Football</u>, <u>Socter</u>, and <u>Other</u> <u>Related Activities</u> are potentially dangerous activities which carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate in these activities with knowledge of the danger involved. I am aware that the: <u>Rock Wall</u>, <u>Bouncer with Slide</u>, <u>Trampoline</u>, <u>Rope</u>, <u>Rings</u>, <u>Bars</u>, <u>Beam</u>, <u>Spring Floor</u>, <u>Vault Table</u>, <u>Foam Pit</u>, <u>Pitching Machines</u>, <u>Hitting Cages</u>, <u>Pitching Cages</u>, and <u>Other Related Apparatuses/Equipment</u> are potentially dangerous apparatuses/equipment, and carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate on all apparatuses/equipment with knowledge of the risk of danger involved. On behalf of my child, I hereby agree to accept any and all risks of my child's injury, relating to any NXS program and agree to hold harmless and indemnify NXS for and from and claims relating to any such injuries.

10. Appearance Clause: By my signature below, I am willingly and knowingly granting permission for NXS to use my son's / daughter's picture, video, image, and / or any other media / imagery etc. in future advertisement and literature etc. for NXS and events sponsored and conducted or participated by NXS, and release, hold harmless and indemnify NXS for and from any and all claims relatory to such usage.

11. Release: As consideration for NXS agreement to allow my child to participate in these activities listed above, and use all apparatuses/equipment listed above, and use related facilities, I hereby agree on behalf of my child that my child and my child's assignees, heirs, distributees, guardians, and legal representatives will not make claim against, sue, or attach the property or assets of NXS Tumbling Inc. as a result of injury or damage resulting from the negligence or other acts, howsoever caused, by directors, officer, shareholder, insurer, employee, agent, instructor, coach, member, manager, apparatus, piece of equipment, or contractor of NXS as a result of my child's participation in Cheernastics, cheer leading, tumbling, birthday parties or other related activities. I hereby release NXS and its directors, officer, shareholder, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's participation in cheernastics, cheerleading, tumbling, and related activities. I also hereby release NXS and its directors, officer, shareholder, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's participation in cheernastics, cheerleading, tumbling, and related activities. I also hereby release NXS and its directors, officer, shareholder, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's participation in cheernastics, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my child's participation on the Rock Wall, Bouncer with

Slide, Trampoline, Rope, Rings, Bars, Beam, Spring Floor, and other Related Apparatuses/Equipment. Furthermore, the undersigned shall hold harmless and indemnify NXS from any and all claims of any such injury or damage hereinabove referenced, including death, whether foreseen or unforeseen.

12. Agreement: This Agreement, as well as "other related documents" referenced in Section 3 above, constitute the entire agreement between the parties, and shall be binding upon the parties, as well as their respective directors, officers, shareholders, agents, successors, assigns or personal representatives. Additionally, in the event that any provisions of this document or "other related documents" hereinabove referenced shall be unenforceable, said unenforceable provision shall be stricken from the body of this agreement or any other related documents, and the balance of this agreement or other related documents shall be enforced, accordingly.

13. Knowing and Voluntary Execution: I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, ON BEHALF OF MY CHILD, AND NXS TUMBLING INC., AND SIGN IT OF MY OWN FREE WILL.

| Date: X | Parent Signature: X |
|--------------------|--------------------------------|
| | Parent Name Print: |
| | Parent Physical Address: |
| - X | |
| Date: | Parent Signature: X |
| | Parent Name Print: |
| | Parent Physical Address: |
| | |
| | (When Applicable) |
| Date: X | Third Party Payee Signature: X |
| | Third Party Payee Name Print: |
| | Third Party Physical Address: |
| Athlete(s) Name: X | |



Electronic Funds Transfer Authorization

I hereby authorize NXS Tumbling Inc. to draft my demand deposit account per the guidelines set out below.

Tuition – I agree to pay tuition pursuant to the Team Cost Payment Plan schedule distribution by NXS Tumbling Inc. I understand and agree that NXS Tumbling Inc. may alter or increase its tuition from time to time, at its sole discretion. <u>I understand that tuition and other house charges / balances will</u> be drafted monthly from my demand deposit account. I know that there is a \$25 charge for all returned checks, insufficient funds, and all tuition not paid on time. My child will not be allowed to compete if our bill is more than 30 days past due. If I decided to drop my child from the All Star program, I understand a Drop Form MUST BE FILED WITH THE NXS TUMBLING, INC. OFFICE.

I am aware that a drop fee of \$500 may be deducted immediately from my account if I elect to drop from the program. I am aware that once enrolled, my child automatically continues enrollment through the end of our contract. I accept responsibility for all tuition and fees detailed in the Handbook in it's entirety, regardless of attendance.

Any charge rejected for any reason will result in a \$25.00 charge which will be billed to the member along with the charge that was rejected. Three (3) rejections of charges may result in termination of membership and/or be reported to collections. The draft will be a recurring amount that will consist of: monthly dues and house charge balances. In order to have the draft canceled, you are required to fill out a 30 day drop notice and have your year's balance paid in full.

When you pay by check, you authorize NXS to use its information to process an E-Check, Electronic Funds Transfer (EFT), a draft drawn on your account, or to process the payment as a check. By signing below, you acknowledge, authorize, agree, and give your full permission for NXS Tumbling, Incorporated, its assigners, and successors to draft any savings, checking, or other type of demand deposit account, titled in your name to process an E-check, Electronic Funds Transfer (EFT) or a draft drawn on your account(s), or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account(s).

Call 205-668-2003 with any questions. RETURN FEE AMOUNT \$25.00

| Payee Signature: X | Date: |
|---|---|
| Payee's Driver License Number: X | Payee's Driver License Issue State: X |
| Athlete's Name: X | |
| ***Please provide a check payment or voided check from the account yo | u would like for NXS to draft. Thank you. |