

THUNDER YOUTH SPIRIT REVOLUTION, INC.
PARENT/ATHLETE CONTRACT



This Parent/Athlete Contract (“Agreement”) is made between Thunder Youth Spirit Revolution, Inc. d/b/a TYSR Cheer, Thunder Youth Cheer, Thunder Youth Competition Cheer and Thunder Cheer, an Illinois not-for-profit corporation (“TYCC”) and the undersigned parent/guardian and athlete (individually “Parent” or “Athlete” and collectively “Parent/Athlete”), and is made upon the dates ascribed below.

For and in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of said consideration is acknowledged and received, TYCC and Parent/Athlete agree as follows:

1. **Payment.** All payments are due upon invoice unless said invoice states a particular due date. Invoices will be sent on the 15th of the month for the following purposes, including, without limitation: registration fees, fundraisers, uniforms and uniform accessories. Any payment not received by the due date indicated in the invoice shall incur a late fee in the amount of ten percent (10%) of the overdue payment. Any payment that is returned by the bank for any reason, including, without limitation, insufficient funds, closed accounts or fraud will incur a fee of \$25 or the maximum amount allowed by law, whichever is lower. If Athlete quits the TYCC Season (as defined herein) no refunds of monies paid to TYCC for the Season shall be made by the sole discretion of the TYCC board of directors. Under no circumstances shall TYCC provide a refund for amounts already expended on behalf of Athlete (i.e. uniforms, competition registration fees, etc.)

2. **Attendance.** Cheer competitions and practices are mandatory. The Parent/Athlete understands that participation in competition cheer is not like other team sports where another athlete can take the spot of any other athlete without impacting the team as a whole. The Parent/Athlete acknowledges that every athlete has a unique role in the TYCC performance, is an essential part of the team and that replacement of the Athlete requires a complete revision of the TYCC performance. For the purposes of this Agreement, the term “Season” is defined as June 1 of a calendar year through January 31 of the following calendar year for a fall season, and January 1 of a calendar year through May 31 of the same calendar year for a spring season.

2.1. **Competitions.** Athlete attendance at each competition is mandatory. There are no excused absences for competitions.

2.2. **Practices.** Beginning January 1 or June 1 of each Season, Athletes are required to attend each and every practice. Generally, practices are on one (1) weekday evening and one (1) weekend day or evening. Occasionally, Coaches will need to schedule an emergency practice for various reasons. Parent and Athlete must use their best efforts to attend an emergency practice. If Athlete must miss the emergency practice, Parent must notify both the Coaches and the TYCC board of

directors and provide the reason for missing. If the TYCC board of directors, in their sole discretion, determine that the reason for missing the emergency practice is unreasonable or that best efforts were not used to attend said emergency practice, the TYCC board of directors may deem the absence as unexcused. Team Parent/Coaches will track attendance through a google form at each practice. Each Athlete can have up to three (3) absences from practice for any reason. If Athlete arrives 15 minutes late for practice or leaves 15 minutes early from practice, it is considered an absence after three (2) instances of either arriving late or leaving early. Notwithstanding the foregoing, if Athlete **misses any practices the week of the competition** (defined as the Sunday before the competition through the date of the competition), Athlete will not be allowed to participate in the competition without the prior consent of the TYCC board of directors. TYCC board of directors has the sole discretion to allow Athlete to miss a practice during the week of competition, and any practice that is missed shall be considered excused. Parent and Athlete understand that allowance of missing a practice the week of competition is granted only in rare circumstances.

- 1 Missed Practice= 1 Absence
- 2 Tardies= 1 Absence. A Tardy is arriving late or leaving early more than 15 minutes.
- No Call No show= 1 unexcused Absence

- 2.3. **Choreography** All dates are mandatory for all athletes. 1 missed choreo session = 1 absence.
- 2.4. **Camps**. Occasionally, TYCC holds skills camps for athletes to participate in. TYCC will give reasonable notice of the dates and times of any camps scheduled and Athlete's participation in said camps is mandatory unless the TYCC board of directors (in its sole discretion) gives Athlete an excused absence from said camp.
- 2.5. **Excused Absences**. If an Athlete is going to be absent from practice, the Parent must **notify the board via email** & the Athlete's coaches **and** Team Parents via band (ie: Medical Apts.) **Medical appointments and school functions are excused** with at least 24 hour or more prior notification, earliest convenience for the absence to be considered excused (ie: sickness). Approval of any absence shall be made in the sole discretion of the TYCC board of directors. Absence from a practice that has been rescheduled will be considered excused. Mandatory school functions, including, without limitation, concerts, meetings, sports, etc., are considered excused if the scheduling of the mandatory school functions is outside the control of Parent or Athlete. If the mandatory school event does not conflict with the entire TYCC practice, the Athlete is expected to participate before or after the event if possible. If the mandatory school function occurs in Boone County, Athlete is allowed twenty (20) minutes from the end of the function to get to practice.

- 2.6. **Vacations.** Athlete absences for vacations are not considered excused. It is the recommendation of TYCC that the Parent/Athlete do not schedule any vacations during the Season. **Notify the board via email as soon as possible**, once you have the dates, Approval of any absence shall be made in the sole discretion of the TYCC board of directors.
- 2.7. **Sickness/Injury.** If Athlete is injured, Athlete is expected to attend practice so that Athlete can watch any changes or update to the performance. We follow school district illness policies, if the athlete is absent from school, they should not attend practice that night. Athletes should be fever/symptom free without aid of medication for 24 hours before returning to practice. If Athlete is instructed not to attend practice by a medical professional, Parent must **notify the board ,coaches and Team parents by email & band** as soon as practicably possible. If Athlete misses two (2) or more consecutive practices because of illness or injury, a note from a medical professional is required to resume practice.
- 2.8. **Attendance Guidelines.** Once Athlete has more than three (3) excused absences and/or one (1) unexcused absences, a no-call/no-show for any mandatory practice will result in Athlete being placed on Attendance Warning . Any unexcused absence during the week of a competition (as described in Paragraph 2.2 herein) will result in Athlete being placed on Warning . In the sole, reasonable discretion of the TYCC board of directors, if Athlete is late excessively for practices, Athlete will be placed on Warning. Once Athlete is placed on warning, Parent and Athlete will need to sign a separate agreement that outlines the conditions of the warning before Athlete may attend any future practices or competitions. If Athlete has any other unexcused absences, Athlete’s participation in the TYCC season is subject to termination by the TYCC board of directors. Any decision to terminate by the TYCC board of directors for violation of this Attendance provision of this Agreement is final, and Parent/Athlete is not entitled to any refund of any monies paid to TYCC.
3. **Code of Conduct.** Parent agrees to abide by the following code of conduct:
- a. I will not force my child to participate in TYCC;
 - b. I will instill in my child and assist the TYCC volunteers in teaching other children in the program that rules are important and must be followed;
 - c. I understand that children learn best by example. Therefore, I will set a good example for my child and other children who participate in TYCC;
 - d. I will teach my child that victory is important and honesty and hard work are equally rewarding;

- e. I will teach my child that one individual cannot win or lose a game or competition, and I will teach my child the importance of being part of a team;
- f. I will teach and demonstrate by example the importance of good sportsmanship in victory and defeat;
- g. I will not question publicly the honesty, integrity or judgment of the volunteer coaches, TYCC board of directors or any other adult volunteer. If I do, I understand that Parent/Athlete may be asked to leave the program without refund;
- h. I understand that physical or verbal abuse will not be tolerated against any one associated with TYCC or the Illinois Cheer Association (“ICA”). Verbal abuse, includes, without limitation, the use of profanity or foul language;
- i. I understand that racial epithets or negative innuendos regarding a person’s age, race, religion, gender, ethnicity or sexual orientation will not be tolerated;
- j. No parent, guardian or spectator will comment on the differences of skill level of another participant. The intent of the program is to allow all participants the opportunity to learn the fundamentals of cheerleading and provide a fun environment for all involved;
- k. I recognize that respect among adults is necessary for success in the TYCC program and agree that all athletes and adult volunteers are entitled to respect. My athlete shall show respect to his or her coaches, teammates and opponents;
- l. I understand that if my athlete gets into trouble with the law while wearing any TYCC or ICA apparel, my athlete shall be removed from the TYCC program immediately;
- m. No parent shall contact the ICA directly. All questions or concerns shall be addressed to the TYCC board of directors, and the TYCC board of directors will work with the ICA to resolve the question or concern; and
- n. As a parent, guardian or spectator, I will responsibly handle disagreements. I agree not to engage in divisive activity such as verbal and/or physical confrontation with any volunteer. I will not create conflict by defamation, malicious rumors or terroristic threats, and I will not entice another individual to engage in such behavior. If an issue arises, I will bring the issue to the attention of the coaches and/or TYCC board of directors for resolution.

Parent/Athlete acknowledges that Parent/Athlete may be asked to leave the program without refund of any monies paid for a Season for violation of this Paragraph 3.

4. Bullying. TYCC has a no tolerance policy regarding bullying. The safety and mental health of our athletes will always be a governing priority of TYCC. It is our mission and goal that EVERY athlete, coach, volunteer and family that is part of TYCC is safe and does not feel threatened. TYCC adopts the current policy of bullying as adopted by the Board of Education for Belvidere School District #100.¹ Athletes are expected to comply with Paragraph 4(h) herein just as Parent is obligated to. Any action, whether verbal, written or physical, taken by Athlete or Parent, including action(s) that occur outside of TYSR (i.e. school, playgrounds, social media, etc) that constitutes bullying is enforceable under this Agreement. Actions taken by a Parent that constitute bullying will be imputed to Athlete. If a Parent or Athlete violates this Paragraph 4, the following remedies will be applied: 1) First Offense – Written Warning to Parent and Athlete; 2) Second Offense – Probation for a specified time period to be determined by the TYCC board of directors in its sole discretion and 3) Third Offense – Athlete shall be dismissed from the TYCC program without refund of any monies paid for a Season.

5. WAIVER OF LIABILITY. PARENT/ATHLETE UNDERSTANDS AND ACKNOWLEDGES THAT ATHLETE'S PARTICIPATION IN TYSR IS VOLUNTARY. PARENT/ATHLETE ACKNOWLEDGES THAT PARTICIPATING IN COMPETITION CHEERLEADING CONTAINS INHERENT RISKS AND DANGERS IN PARTICIPATING IN SUCH A SPORT. PARENT/ATHLETE AGREES TO ASSUME ALL RISK ASSOCIATED WITH PARTICIPATING IN COMPETITION CHEERLEADING AND AGREES TO INDEMNIFY AND HOLD HARMLESS TYCC, ITS DIRECTORS, COACHES, AGENTS, EMPLOYEES, ASSIGNS AND/OR SUCCESSORS, CONTRACTORS, VENDORS AND SPONSORS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY RIGHTS OR CLAIMS RESULTING FROM ATHLETE'S PARTICIPATION IN TYCC, INCLUDING, WITHOUT LIMITATION, COST, EXPENSE, LIABILITY OR DAMAGE, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO THE INVESTIGATION OR DEFENSE OF ANY RIGHT OR CLAIM INCURRED. PARENT/ATHLETE AGREE THAT THIS PARAGRAPH 3 IS BINDING UPON ANY HEIR, ASSIGN OR PERSONAL REPRESENTATIVE. PARENT/ATHLETE ACKNOWLEDGES THAT ATHLETE IS COVERED UNDER A POLICY OF MEDICAL INSURANCE TO COVER ANY AND ALL EVENTS THAT ATHLETE PARTICIPATES IN DURING THE SEASON. PARENT/ATHLETE AGREES TO PROVIDE WRITTEN PROOF OF SAID INSURANCE TO TYCC UPON DEMAND BY THE TYCC BOARD OF DIRECTORS. PARENT/ATHLETE AGREES THAT ATHLETE IS CAPABLE PHYSICALLY OF PARTICIPATING IN THE SPORT OF COMPETITION CHEERLEADING, AND ATHLETES DOES NOT SUFFER PHYSICALLY FROM ANY MEDICAL CONDITION THAT MAY PUT ANOTHER TYCC ATHLETE IN DANGER OF INJURY.

6. Marketing/Promotions. Parent/Athlete agree that TYCC may use the name or likeness of Athlete for any reason related to advertising or promotion of TYCC without compensation to Parent/Athlete. Parent/Athlete agree that pictures or videos of Athlete may be taken at practice or competition by TYCC, a TYCC agent or the ICA or other governing body. I give my permission for any photograph or video taken during a practice, competition or other event to be used or posted by TYCC, ICA or any other governing body for marketing and promotional use. Any logo used by TYCC, ICA or any other governing body is the intellectual property of TYCC, ICA or other governing body. Any logo used by TYCC, ICA or any other governing body cannot be used by Parent/Athlete, or any agent of Parent/Athlete, without the express written consent of TYCC, ICA or other governing body. In the event that TYCC discovers that its logo, ICA logos/graphics or the logos/graphics of any other governing body has been used by Parent/Athlete, or any agent of Parent/Athlete, without obtaining prior consent,

¹ Section 7:180 of the policy manual, as amended from time to time

Parent/Athlete, or any agent of Parent/Athlete, shall immediately cease and desist using any logo of TYSR upon written demand by TYSR or its legal counsel.

7. Social Media. TYCC has engaged in social media as a fun and positive avenue for families to share specific TYCC-related events, details and photos. For the purposes of this Agreement, the term “social media” includes the following, without limitation: Facebook, YouTube, Instagram, Snapchat, group emails and group text messages. TYCC recognizes that it cannot control social media posts by Parent or Athlete on non-TYCC pages or modes. Additionally, the ICA has a specific policy regarding social media that can affect TYCC participation in ICA events. Parent and Athlete agree to adhere to and follow the following social media guidelines:

- a. No child, parent, guardian or relative shall use TYCC social media to communicate negative comments concerning any TYCC individual (parent, child, coach, volunteer, etc.), competitor, cheer or non-cheer related issue or the TYCC program in general;
- b. We understand that social media is not to be used to resolve any disagreement, and all disagreements shall be resolved as set forth in this Agreement;
- c. We understand that the TYCC board of directors is NOT responsible for posts or photos on personal pages that are non-TYCC property. Parent concerns regarding non-TYCC related issues shall be directed to the specific parent or guardian that the issue involves;
- d. We understand that the TYCC board of directors uses social media as its primary mode of communication with parents and athletes. The TYCC board of directors is NOT responsible to mass-communicate any post made regarding a special or specific event or issue that is non-TYCC related;
- e. Parent understands that it is Parent’s responsibility to monitor Athlete’s use of social media. Parent understands that the critical age differences between the TYCC coaches/parent volunteers and my child should be considered when using social media. Parent understands that he or she is responsible for his or her own social media actions that those of Athlete;
- f. We understand that the ICA (and/or any other governing body that is conducting a competition, camp or event) has a social media policy. We agree to abide by any social media policy adopted by the ICA or other governing body. Specifically, any photos or videos taken while a team is performing at a competition CANNOT be posted to any social media. In the event that that ICA or any other governing body issues TYCC a fine or penalty for violation of the body’s rules and policies for violation of matters governed by this Paragraph of this Agreement, TYCC will pass said fine or penalty onto Parent for payment and/or other resolution; and

- g. We understand that any post to the TYCC Facebook (or any other social media platform) pages will be approved by a member of the TYCC board of directors before being posted to the page. Comments on any post will be monitored by TYCC;

Violations of this Paragraph by any parent, guardian, sibling or relative of Athlete shall be imputed to Athlete. The remedies contained in Paragraph 4 shall be applied for any and all violations of this Paragraph 7.

8. Volunteering. TYCC is a not-for-profit corporation that is operated entirely by volunteers.

- 8.1. **Volunteering by Parent.** To ensure the continued success of TYCC, each family is required to volunteer a maximum of three (3) hours during the Season. Credit towards volunteer hours will NOT be given in the event of a cancellation. If a volunteer event has been canceled, it is the obligation of Parent to contact TYCC to schedule an alternate time to volunteer. If Parent (or any other immediate family member of Athlete, such as stepparent, sibling or grandparent) volunteers as a coach, assistant coach or team parent, Parent (or in the case of another immediate family member, Parent shall ensure that the other immediate family member) shall serve in said position for the entire Season and not just the minimum volunteer hours set forth in this Agreement.
- 8.2. **Volunteering by Athlete.** Occasionally, TYCC will host mandatory events, including, without limitation, participation (non-monetary such as serving food or seating patrons) in pancake breakfasts and restaurant nights, for fundraising that Athlete must attend and assist with the operation of the event, unless otherwise excused by the TYCC board of directors. Violation of this Section 8.2 will be enforced in accordance with the attendance policy set forth in Paragraph 2 above.
- 8.3. **Volunteer Deposit.** As part of the fees invoiced by TYCC for participation in a particular Season, a post dated check in the amount of \$100.00 will be collected from each Parent/Athlete. If Parent complies with this Paragraph 8 of this Agreement, the deposit delineated in this Section 8.3 shall be returned to Parent within thirty (30) days of completion of the Season.

9. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God; acts of civil or military authority; embargoes; epidemics, pandemics or other outbreak of infectious disease; war; riots; insurrections; fires; explosions; earthquakes; floods; severe weather conditions; labor strikes or lockouts; and changes in laws, statutes, regulations, or ordinances (collectively, the "force majeure conditions"). In the event of a force majeure situation, any refund of monies paid by Parent/Athlete shall be made at the sole discretion of the board of directors. Under no circumstance shall TYCC be

required to refund any portions of monies paid by Parent/Athlete that have already been expended by TYCC. If any such force majeure condition occurs and continues for a period of more than thirty days, then the party experiencing such condition shall give immediate written notice to the other party, which then may elect to (1) terminate the affected service requested or any part thereof or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice is given within thirty days after being notified of the force majeure conditions, the other party shall be deemed to have elected option 2.

10. **Severability.** To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the Seller and Buyer agree that the remaining portion of the relevant paragraphs of this Agreement shall not be affected and shall be given full force and effect.

11. **Choice of Law.** All rights, remedies and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by the laws of the State of Illinois. The appropriate venue for litigation under this Agreement shall be the 17th Judicial Circuit of Illinois for state law matters and the Western Division of the Northern District of Illinois for federal law matters.

12. **Entire Agreement.** This Agreement supersedes all prior agreements and contains the entire agreement between TYCC and Parent/Athlete, and the terms of this Agreement are contractual, material and not a mere recital.

13. **Attorneys' Fees.** In the event that any party to this Agreement files suit under this Agreement or any issue related hereto, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees, to prosecute or defend said suit.

14. **Facsimile Signatures.** The parties agree that a facsimile signature of this Agreement shall be as enforceable as an original.

IN WITNESS WHEREOF, the parties have subscribed their names to this Agreement on the date ascribed below.

Parent/Guardian's Signature

Date

Athlete's Signature

Date

Thunder Youth Spirit Revolution, Inc. by Its
Authorized Signatory

Date