

BlackWatch Cheer Sports Cheerleading Contract

2026-2027 CHEERLEADING SEASON

I, hereby certify that I am the parent or legal guardian of _____ (athlete.) The athlete desires to be a team member within the BlackWatch Sports (BWS) competitive cheerleading program for the 2026-2027 season. The BlackWatch Sports Handbook and Financial Obligation Contract and Rules and Regulations attachments set forth the terms and conditions under which the athlete may participate in the 2026-2027 competitive cheerleading season as BWS Cheer team member.

Responsibilities of BlackWatch Sports

BlackWatch Sports hereby agrees to provide competitive cheerleading coaches and instruction for the purpose of teaching cheerleading, tumbling, dance skills and techniques to athletes in preparation for local, regional and national cheerleading competitions and exhibitions. BlackWatch Sports does not and cannot guarantee that an athlete will acquire any particular skill level or that an athlete will remain on the same team throughout the entire season. All BlackWatch cheerleading teams are fluid, so athletes can be moved from one team to another during a season, at the sole and absolute discretion of the BlackWatch Sports staff, as indicated within the Handbook. Placement on a specific team, position, or level is not guaranteed for the duration of the season and may change at any time based on skill progression, team needs, safety considerations, or program decisions. BlackWatch Sports and its agents, representatives, employees, owners, directors, and managers make no representations or warranties whatsoever about the services to be performed or the result set might be obtained. All warranties expressed and implied are expressly disclaimed by BlackWatch Sports.

Responsibilities of Athlete and Parent/Guardian

I understand that accepting a place on a BlackWatch Sports competitive team is both an honor and a privilege, and that it entails a significant commitment to BlackWatch Sports and to fellow team members. Athlete hereby agrees to attend all practices and competitions, and understands disciplinary actions that may be taken if the athlete does not comply with the attendance requirements set forth in the BlackWatch Sports Handbook.

Parent/Guardian's Indemnification of BlackWatch Sports

I hereby give my permission to BlackWatch Sports Staff to seek and give appropriate medical attention for the athlete during the period of practice or competition (or to/from) in the event of an accident, injury or illness. I will be responsible for any and all cost of medical attention and treatment. I represent that the athlete is covered by medical insurance. I understand that, as with any sport, injuries can occur and the athlete is physically fit and mentally capable of participating in cheerleading, gymnastic, and dance activities. I represent that I have sought the opinion of an athlete's pediatrician/physician. I hereby waive, release and forever discharge BlackWatch Sports and its staff, employees, agents, coaches, managers, members, directors, affiliates and representatives from all rights and claims for damages, injury, or loss to person or property which may be sustained or occur during the athlete's participation in or involvement in any of BlackWatch Sports activities, whether on the BlackWatch Sports training facility premises or at any other venue where a BlackWatch Sports activity takes place, or in travel thereto or there from.

I acknowledge that competitive cheerleading is an inherently dangerous sport in which I/my child participates at my/my child's own risk. In consideration of BlackWatch Sports allowing me/my child a position on a competitive cheerleading team, I, on behalf of myself, my heirs, assignees and personal representatives, do release and forever discharge BlackWatch Sports, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all liability, damages, claims, losses, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any legal way to any action or omission to act of any such person or organization or execution of any BlackWatch Sports-related cheerleading event (including, but not limited to, practices, events, travel to/from such an event) in which I, my child, or any member of our family or guest or ours will participate as a team member or spectator. I further agree to indemnify and hold harmless BlackWatch Sports, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the BlackWatch Sports Handbook in any way, including attorneys' fees incurred in connection with the enforcement of this indemnification.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Alabama, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Guardian's Travel Responsibilities I understand that:

BlackWatch Sports assumes no responsibility to supervise or monitor athlete's activities or behavior during out of town events, except during the time the athlete is competing at the competition venue. I am responsible for my athlete's activities and behavior during out of town events, including travel to and from such events.

Choreography and Routine Acknowledgements

BlackWatch Sports Staff is solely responsible for, and retains full creative control of, the placement of the athlete on a particular team and all competitive routines, including, but not limited to, the placement of individual athletes in formations, the positions of individual athletes in stunts (e.g., base, back spots, front spot, top girl etc.), cheer and dance sequences.

Tryout Clinic & Placement Commitment

BlackWatch All-Stars requires all athletes to participate in the mandatory 3-Day Tryout Clinic prior to official team placements. The clinic allows coaching staff to properly evaluate athletes and determine appropriate team placements for the upcoming season.

All required tryout paperwork must be completed prior to the start of the Tryout Clinic.

Participation in the Tryout Clinic does not guarantee team placement and does not constitute a full-season financial commitment.

Following team placements, families will be required to complete program registration and execute this Contract to secure their athlete's roster position.

By signing these documents and participating in the Tryout Clinic, the Parent/Guardian and Athlete acknowledge their intent to participate in the BlackWatch All-Stars program for the upcoming season and understand that team placements will be determined following the evaluation process.

Completion of program registration and execution of this Contract secures the athlete's roster position for the season.

Placement Notification & Withdrawal Window

Once official team placements are announced, families will have 48 hours from the time placements are released to notify the program in writing if they choose to decline their athlete's placement and withdraw from the program.

If a Parent/Guardian elects to withdraw within this 48-hour placement window, a \$250 placement withdrawal fee will apply. This fee covers administrative costs, evaluation staffing, and roster preparation associated with the tryout and placement process.

Withdrawal requests must be submitted in writing via email within the 48-hour window to be eligible for the placement withdrawal fee.

After the 48-hour placement window has expired, the Parent/Guardian and Athlete are considered to have accepted their team placement and are fully bound by the financial terms outlined in this Contract.

Placement Availability

BlackWatch All-Stars will make every reasonable effort to place athletes on a team within the program following the evaluation process.

If, after the conclusion of tryouts, BlackWatch All-Stars does not have an appropriate team placement available for the athlete, the athlete will not be offered a team position for the season.

In this circumstance:

- The Parent/Guardian will not be responsible for the \$250 placement withdrawal fee
- This Contract will be considered null and void
- No additional financial obligations will apply

The placement withdrawal fee only applies when a team placement is offered and declined by the Parent/Guardian within the 48-hour placement window.

Placement Withdrawal & Contract Buyout Policy

I understand that the BlackWatch All-Stars program includes multiple stages of commitment.

- Placement Withdrawal Fee:
If I choose to decline or withdraw from my athlete's team placement within the designated 48-hour placement window, a **\$250 placement withdrawal fee** will apply.
- Contract Buyout Fee:
Once I have accepted my athlete's placement and completed program registration and contract documentation, I am financially responsible for the full season. If I choose to withdraw after this point, a **\$600 contract buyout fee** will apply in addition to any outstanding balances.

Financial Obligations

I have read and signed the BlackWatch Sports Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the BlackWatch Sports Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the BlackWatch

Sports program for disciplinary reasons, or moved to another team or placed as an alternate, I remain obligated to pay all costs and fees associated with having a spot on a team list for the entire season (July-April) and will receive no refunds of monies previously paid. Financial obligations are based on roster commitment and program costs and are not dependent on athlete participation, satisfaction with team placement, routine position, or competition results.

The BlackWatch Sports 2026-2027 Financial Obligations, which is part of the BlackWatch Sports Handbook, dictates the exact payment amounts and provides a schedule when all payments are due. All financial obligations are considered a part of this agreement and incorporated by this reference thereto. I understand that:

1. The non-refundable June Tuition Fee and any outstanding balances must be paid in full on or before the date of my athlete's evaluation in order for my athlete to participate in evaluations.
2. Monthly payments must be paid on the 1st of each month. I will be assessed a \$25 late fee if any monthly fee is not received by the 15th of the month.
3. I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging and food.
4. BlackWatch Sports is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that BlackWatch Sports will initiate payment from my account or credit card on the 1st day of each month.
5. I will be assessed \$45 fee, per occurrence, of a check or authorized bank draft returned to BlackWatch Sports due to insufficient funds
6. Missing practices or extra sessions during the week of a competition (7 days prior to the event) will result in a \$50 fee. Continued absences may lead to removal from the event roster at the discretion of the program.
7. Missing stunt camp, choreography sessions, or competitions will result in a \$200 charge per day the athlete is absent. This fee will be assessed for each day of absence without exception.
8. If an athlete is withdrawn from a competition after registration has been submitted, a \$500 missed competition fee will apply. Additionally, missing a competition without providing at least three months' prior notice will result in immediate dismissal from the program.
9. If an athlete chooses to quit or voluntarily withdraw from the program at any point during the season, the athlete or their guardian will be responsible for paying an \$600 contract buyout fee. In addition to the buyout fee, all remaining tuition, tumble class fees, competition fees, uniform fees, and any outstanding balances for the remainder of the season shall become immediately due and payable.
10. I understand that enrollment in a weekly tumbling class is required for all athletes and that tumbling classes are billed separately from All-Star tuition. Families should expect an additional monthly tumbling cost based on class enrollment.
 - a. Exception: Athletes placed on Tiny Novice teams are not required to enroll in a separate tumbling class. Age-appropriate tumbling and skill development will be incorporated into their weekly team practices.

All determinations regarding suspension, dismissal, placement changes, alternate designation, or disciplinary action are made at the sole and absolute discretion of BlackWatch Sports.

Acceleration of Financial Obligations

In the event of dismissal, suspension, withdrawal, or termination of participation for any reason, all unpaid balances for the remainder of the contractual season shall become immediately due and payable. No refunds will be issued for any reason.

Non-Disparagement & Conduct

Parent/Guardian and Athlete agree not to make, publish, communicate, or circulate any false, defamatory, threatening, abusive, malicious, or disparaging statements concerning BlackWatch Sports, its owners, directors, coaches, staff, athletes, affiliates, or sponsors.

This includes but is not limited to statements made in:

- Text messages
- Group chats
- Private messages
- Emails
- Social media platforms
- Screenshots or forwarded content
- In-person conversations
- Communications with third parties, event producers, or other programs

Parent/Guardian acknowledges that conduct by a parent, guardian, or affiliated family member may result in immediate dismissal of the athlete from the program.

In the event of dismissal for conduct violations, all remaining tuition, fees, and contractual obligations shall become immediately due and payable.

BlackWatch Sports reserves the right to pursue all remedies available at law or in equity for conduct that causes reputational or financial harm to the program.

Parent/Guardian acknowledges that no prior warning, meeting, or progressive discipline is required before dismissal in cases of severe misconduct.

Violations of this clause may result in immediate dismissal and may be subject to legal action for reputational or financial damages caused to the program.

Program Reputation & Social Media Conduct

Parent/Guardian and Athlete agree to uphold the reputation, culture, and professionalism of the BlackWatch All-Stars program.

The following behaviors are strictly prohibited and may result in disciplinary action or immediate dismissal from the program:

- Posting or sharing negative comments regarding the program, its staff, athletes, or families on social media or online forums
- Participating in or encouraging group chats, private messages, or discussions intended to criticize or undermine the program
- Sharing screenshots, internal communications, or program information with individuals outside the organization
- Publicly questioning coaching decisions, team placements, routine assignments, or competition results in a manner that disrupts the program environment
- Encouraging other families to withdraw from the program or participate in negative discussions about the program

This policy applies to all forms of communication including:

- Social media platforms
- Group chats and private messages
- Text messages

- Emails
- Screenshots or forwarded content
- In-person conversations that create disruption within the program

BlackWatch All-Stars reserves the right to determine, at its sole discretion, whether conduct violates this policy.

Violations may result in:

- Immediate dismissal from the program
- Removal from practices, events, or competitions
- Permanent prohibition from entering BlackWatch facilities or events

Dismissal for conduct violations does **not relieve the parent/guardian of any financial obligations outlined in this agreement.**

Binding Commitment & Financial Responsibility

By signing this Contract, Parent/Guardian acknowledges that participation in the BlackWatch Sports All-star Cheerleading program is a full-season financial commitment.

Parent/Guardian understands and agrees that:

1. All tuition, tumble fees, competition fees, uniform fees, choreography fees, travel fees, and any other associated program costs for the full 2026–2027 season are contractual obligations.
2. If an athlete voluntarily withdraws, quits, or is removed from the program at the request of the Parent/Guardian for any reason, Parent/Guardian remains financially responsible for:
 - The \$600 contract buyout fee, AND
 - All remaining tuition, tumble fees, and associated program costs for the remainder of the season.
3. If an athlete is dismissed, suspended, or removed from the program by BlackWatch Sports for any reason, including but not limited to conduct violations, attendance issues, safety concerns, skill regression, or parent behavior, Parent/Guardian remains financially responsible for all remaining tuition and associated program costs for the full contractual season, regardless of the reason for dismissal.

All unpaid balances shall become immediately due and payable upon withdrawal or dismissal. No refunds will be issued under any circumstance.

Failure to remit payment may result in collection action, reporting to credit agencies, and/or legal action to recover outstanding balances, including attorney's fees and court costs.

Parent/Guardian agrees that financial obligations are not contingent upon athlete participation, satisfaction with team placement, coaching decisions, competition outcomes, or program changes.

Parent & Athlete Conduct Agreement

Parent/Guardian and Athlete acknowledge that participation in BlackWatch Sports requires respectful, professional, and appropriate conduct at all times.

The following behaviors are strictly prohibited and may result in immediate dismissal without warning:

Threats of harm toward staff, athletes, or families

- Harassment, intimidation, or bullying
- Defamatory, abusive, vulgar, or malicious statements about the program or its leadership
- Disruptive or aggressive behavior at competitions or events
- Public confrontations, yelling, or physical contact

- Participation in hostile group communications targeting the program

This policy applies to conduct occurring:

- In person
- At practices or competitions
- Through text messages or group chats
- On social media (public or private)
- Through third-party communications

Parent/Guardian acknowledges that parent behavior may result in dismissal of the athlete.

All determinations regarding disciplinary action, suspension, dismissal, placement changes, or alternate designation are made at the sole and absolute discretion of BlackWatch Sports and are final.

Parent/Guardian agrees that conduct violations may also result in permanent prohibition from entering BlackWatch Sports facilities or events.

Photo Consent

I authorize BlackWatch Sports to use my child's image in any advertising, website or other publication.

Choice of Law

This Agreement and all related documents, including all exhibits attached thereto, and all matters arising out of or relating to this Agreement, including the BlackWatch Sports Handbook and whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.

Choice of Forum

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this agreement including all exhibits, schedules, attachments and appendices attached to this agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state courts located in Jefferson County, Alabama (BlackWatch Sports Division) or federal courts within the Northern district of Alabama (Southern Division) and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the State or Federal Courts of Jefferson County, Alabama (BlackWatch Sports Division) or Federal Courts within the Northern District of Alabama (Southern Division). Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Limitation of Liability

IN NO EVENT SHALL BLACKWATCH SPORTS BE LIABLE TO ATHLETE, ANY MEMBER OF THE ATHLETE'S FAMILY, ANY PERSON WHO IS A GUEST OR INVITEE OF THE ATHLETE OR ATHLETE'S FAMILY AT ANY BLACKWATCH SPORTS FUNCTION (WHETHER PRACTICE, COMPETITION OR OTHERWISE), OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL,

OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT BLACKWATCH SPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL BLACKWATCH SPORTS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO BLACKWATCH SPORTS PURSUANT TO THIS AGREEMENT.

WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Attorney's Fees and Expenses

The parent or legal guardian executing this Contract shall be responsible for and obligated to pay for all attorney's fees and expenses incurred by BLACKWATCH SPORTS in enforcing any terms of the Contract or any breach of any provision of the Contract, including, but not limited to, any failure to pay any amounts owed under the Contract.

Severability

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, and this agreement shall be construed as if such provisions had never been contained therein, provided that such provisions shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or enforceability.

Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Complete Agreement. This Contract, together with the BLACKWATCH SPORTS Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between BLACKWATCH SPORTS and the undersigned and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Contract may not be amended, modified or altered without written consent of BLACKWATCH SPORTS.

Acknowledgment of Binding Agreement

By signing below, Parent/Guardian acknowledges that they have read and understand this Contract and the BlackWatch Sports Handbook. Parent/Guardian understands that this is a legally binding financial agreement for the full season and that dismissal or withdrawal does not relieve financial responsibility.

Parent/Guardian further acknowledges that they are voluntarily entering into this agreement and understand the financial and behavioral obligations outlined herein.

By signing this document, Parent/Guardian acknowledges that this agreement represents a full-season financial commitment and that withdrawal, dismissal, or removal from the program does not release financial responsibility.

Financial Commitment Acknowledgment

By signing this agreement, Parent/Guardian acknowledges and agrees to the following:

- Participation in the BlackWatch All-Stars program is a **full-season financial commitment**.
- All tuition, competition fees, uniform fees, apparel costs, and associated program expenses for the season are **contractual obligations**.
- Signing this contract prior to the Tryout Clinic indicates the family's **intent to participate in the program and accept team placement** following evaluations.
- Families will have **48 hours after team placements are announced** to decline placement and withdraw from the program with a **\$250 placement withdrawal fee**.
- If withdrawal is not requested within the **48-hour placement window**, the athlete is considered to have **accepted placement**, and all financial obligations outlined in this agreement will apply.
- Withdrawal after the placement window will result in the **standard contract buyout fee and responsibility for all remaining tuition and program costs for the season**.

Parent/Guardian acknowledges that financial obligations are **not contingent upon athlete participation, satisfaction with team placement, routine position, or competition results**.

I have read and agreed to the terms of this Contract: _____

Print Name of Parent or Guardian Responsible for Payment of Financial Obligations:

Signature of Parent or Guardian Responsible for Payment of Financial Obligations:

Email of Parent or Guardian Responsible for Payment of Financial Obligations:

Date: _____