



# MAX

*All-Stars*

## AUBURN HANDBOOK

Athlete Name: \_\_\_\_\_

26-27  
V1

# Welcome Message



**Dan Harrod**  
Founder



## WELCOME TO MAX ALL-STARS

For the past 13 years, Max has proudly operated in Madison, Alabama under the name ACE. This season, we are excited to branch off and launch Max All-Stars as our own brand. While our name has changed, our core values remain the same, developing athletes, pushing limits, and building strong competitors on and off the mat.

Our philosophy is simple: we do not hold athletes back. Our goal is to MAXimize each athlete's potential by continuously developing skills, confidence, and work ethic. Over the years, we have helped send countless athletes to compete at some of the most prestigious colleges in America.

If you are an athlete who wants to be challenged, developed, and encouraged to keep learning and growing then Max All-Stars is for you.



# Welcome Message



**Brooke Adams**  
Manager



## WELCOME TO MAX ALL-STARS

I've been lucky enough to live in the Auburn/Opelika area for over 15 years and I am so excited to bring a high quality, competitive cheer gym to the area. I want to cultivate a place where athletes can grow in cheerleading and as people. MAX All-Stars will be a place where each individual athlete is set up to succeed.

We will follow the same proven structure as our founding location and make sure that each team is set up to be successful! Every athlete in our program will grow in confidence and skills. All of our decisions are intentional in making sure every athlete feels welcome and valued. We will push our athletes to reach their potential and help them work towards their goals. I believe you can create a positive environment without sacrificing drive and passion for being your best.

If you're looking for a positive environment that focusing on building skills and relationships, MAX All-Stars is for you!!

# All-Star Teams Offered

## Elite All-Star Teams Levels 1-5



Designed for highly motivated and intensely committed families to provide their athletes with the highest level of training, success and ability with other like minded families.

- Practices are intense and mandatory
- Requires 2 -3 days a week practice
- 2-3 hours each practice.
- Included tumbling class
- Teams will attend end of the season event in Orlando FL.
- Teams Travel as far as Orlando for competitions.
- Will require over night stay at competitions
- Will require many extra practices throughout the week

## Prep & Novice All-Star Teams

Designed for the athlete and family that is ready to make the commitment to a team, but may need more skill development to be fully prepared for an elite level team. Also for those who do not wish to travel far from home for competitions.

- Practices are less intense than elite
- Expectations are for your athlete to grow and improve within our discipline
- Attendance guidelines adhere
- May require weekend practices.
- Requires local travel to events. Example Cities are Atlanta , Birmingham, Huntsville.
- Will require 1-2 hour practices 1-2 days a week.
- Will not require any over night stays at events.
- Included tumbling class

# All-Star Team

## SELECTIONS

### Pre Placement Requirements

Prior to being placed on a team, each All Star candidate must:

- Create online account and or register [CLICK HERE](#) - Be sure to change to Auburn Location
- Fill out Athlete Information [CLICK HERE TO FILL OUT](#)
- Sign Terms & Conditions Agreement [COMING SOON](#)
- Sign 2026 -2027 Competitive Cheer Contract [COMING SOON](#)
- Complete a skills evaluation [JULY 13TH](#)
- Fill out practice clothes form [CLICK HERE](#)
- Join/Renew with USASF [CLICK HERE](#)

### Team Placement Timeline

- **JULY 13, 2026: Tumbling Evaluations 5:00PM - 8:00PM**
  - Athletes will perform two standing tumbling skills and one running tumbling skill that represents their highest level of tumbling.
  - Athletes will perform 4 jumps: toe touch, pike, hurdler (right or left), and double toe touch.
  - Athletes will be invited to a stunt evaluation day based on their tumbling and age.
- **JULY 14, 2026: Stunt Evaluations 5:00PM-8:00PM**
  - Athletes will perform level stunt skills as a base, back spot, or top girl.
- **JULY 15, 2026: Team Selections Emailed Out**
- **JULY 16, 2026: Practice Starts**

# Practice Information

Practice times are subject to change at anytime!

**All-Star Cheer is a TEAM sport and it is imperative for all team members to attend every practice. Attendance is required. If an athlete is not meeting attendance requirements, their position on the team will be jeopardized.**

## PRACTICES DAYS

All days and times are subject to change. These will be finalized after team placements.

Elite Level 5 Team TBD

Elite Level 4 Team Mondays & Wednesdays

Elite Level 3 Team Tuesdays & Thursdays

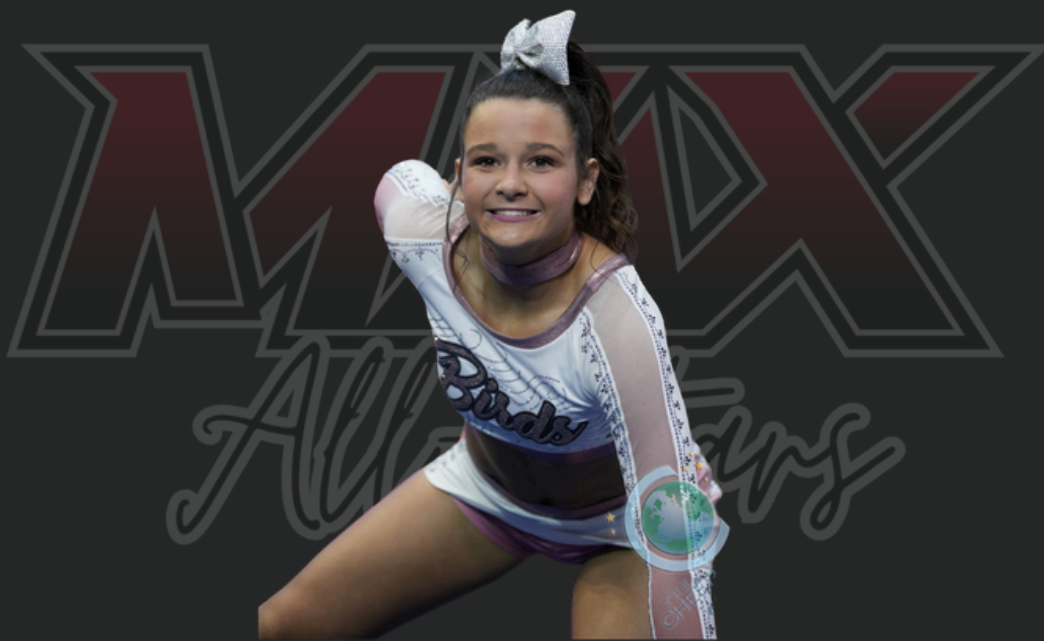
Elite Level 2 Team Mondays & Thursdays

Elite Level 1 Team TBD

Prep Youth Team Tuesdays

Prep Mini Team Wednesdays

Novice Team Thursdays



# SUMMER CALENDAR

## JULY

- 1 - 5 GYM CLOSED
  - No Classes or Practices

## AUG

- 16 SUNDAY PRACTICES START
- PREP CHOREOGRAPHY
  - 2 Days (DATES TBD)

## SEPT

- 6 - 7 CLOSED
  - No Classes or Practices
- ELITE CHOREOGRAPHY
  - 2-3 Days (DATES TBD)



# COMPETITION SCHEDULE

Event	Dates	Teams	Housing Required	Bids
Deepsouth BIRMINGHAM, AL	DECEMBER 6	ALL TEAMS	NO	NONE
NCA Classic BIRMINGHAM, AL	JAN 16	ALL TEAMS	NO	SUMMIT - YOUTH SUMMIT
Cheersport Nationals ATLANTA, GA	FEB 12-14	ALL TEAMS	YES	SUMMIT - YOUTH SUMMIT
Jamfest NASHVILLE, TN	FEB 27	ALL TEAMS	NO	SUMMIT - YOUTH SUMMIT
Double Down BIRMINGHAM, AL	MARCH 13-14	ALL TEAMS	YES	SUMMIT - YOUTH SUMMIT
ANY TEAM THAT DOESNT GET A BID TO END OF SEASON EVENT WE WILL SCHEDULE A BEACH EVENT				
Youth Summit TAMPA, FL	APRIL 22-23	YOUTH ELITE TEAMS	YES	
The Summit ORLANDO, FL	MAY 30-2 OR 7-9	JUNIOR - SENIOR ELITE TEAMS	YES	

# All-Star Athletes

## Dress Code

- Athletes must wear the designated practice clothes and cheer shoes to every practice.
- Hair must be pulled out of the face in a high ponytail at every practice for both males and females. Females must wear their practice bow.
- Female athletes must wear bloomers and sports bras under their practice attire at all times.
- Male athletes wear compression shorts under their practice shorts at all times.
- During practices athletes will remove jewelry. Piercings may be covered or plugged. While we understand that ear piercing may be an important milestone for younger athletes; it is important to understand that DURING THE SEASON athletes may not simply cover and/or plug a piercing while competing as outlined in industry safety rules. Max recommends that athletes use the summer months (prior to competition season) to have their ears pierced.
- **NO NON NATURAL COLORED HAIR** at competitions. There will be a \$100 fee / or risk of being removed from event for anyone with non natural hair color.

**DO NOT WEAR OR BRING VALUABLES TO PRACTICE (Jewelry and/or Personal Property)**

Neither MAX, nor its employees, are responsible for jewelry, accessories, computers, cell phones, or other personal property that is worn in or brought onto MAX property and any claims relating to the loss of or damage to any of these items are expressly waived and released.



## School Cheerleading

In an effort to minimize scheduling conflicts, school cheerleading programs must be willing to work with Max.

Max All-Stars works closely with the schools in our area. We do our best to make sure there will be limited or no conflict with your school teams but it needs to be a two-way street.

Prior to making a team commitment we recommend having a conversation with your school coach.

Athletes who train at Max with their school teams will receive \$150 off their monthly tuition.

Please note:

If an athlete leaves or quits their school team, the \$150 monthly discount will be removed, and the full tuition amount will be charged moving forward.

# All-Star Athletes

## TEAM BEFORE INDIVIDUAL ATHLETE

All decisions are made for the benefit of the TEAM's performance, scoring and success. Although the individual athlete is very important to the program, some decisions, initially, may not seem to be the best to the athlete or parent. We ask that each athlete take the time to see what the overall routine entails. If he/she still has a question with a decision, they should then speak with and/or schedule a meeting with the coach.

## ATHLETE DEVELOPMENT & PROGRESSION: Goal Setting

Through instruction, the athlete will work hard to obtain and even exceed those goals, building a strong work ethic for the future. Max All-Stars is focused on developing the lifelong success of the athlete, not on merely winning championships.

## ATHLETE GYM WORK

Athletes may be required to come in on their own to work areas of the routine they need to improve. This will be assigned by the coach.

## TEAM PLACEMENT & ROSTER ADJUSTMENTS

All-Star Cheer is a team sport. Each athlete fills a specific role on the team. During tryouts and the team placement process, our coaches evaluate all athlete's skills to determine which group of athletes can be brought together to build a team that will work together for the next 8 to 11 months. There are times when an athlete's initial placement is no longer the right fit for the athlete and/or team. Program administrators and coaches may determine it is in the best interest of the program to make a roster adjustment and move an athlete from one team to another team. This is a decision that is not taken lightly – and - will only be made through careful evaluation and consideration of both teams and in the sole and absolute discretion of Max All-Stars. A representative of the gym will contact you with any information regarding a team change and schedule a meeting if necessary.

The decision to move an athlete to a different team may be based on one or more of the following:

- Athlete's routine positions (side base, back base, top)
- Athlete's skill level (tumbling, stunting, jumping, etc.)
- Athlete's attitude
- Athlete's willingness to learn and improve in a group setting
- Team's needs for competition
- Attendance issues
- Injury
- Aptitude and ability to perform at the level of the team

Athletes being moved to a different team should not be perceived as something negative.

Athletes may request to be moved to a lower-level team if he/she feels they are not sufficiently utilized throughout a routine or if they become overwhelmed by the routine layout. Although maintaining the mental and physical well-being of the athlete is recognized as a paramount concern, any move to a different team will depend on team availability and availability of roster positions. Athletes must be willing to fulfill any position needed by that team.

These, and all, decisions will be at the sole discretion of the gym owner.

# Attendance Policy & Illness/Injury

## Attendance Guidelines

- Notification to All Star Director REQUIRED.
  - Submit via email to All Star Director
  - Emails will be shared with team coaches.
- All absences will be approved or unapproved by All Star Director
  - If unapproved and athlete choose to still miss they may be placed as alternate, removed from choreography, and/or removed from team
- Absences are not allowed the week of (7 days) prior to an event.
- Absence and reason will be listed on the team calendar.
- **\$25 will be charged per missed practice after 3 absences**
- NHSCC School Team Excused Absence
- Athletes must work hand-in-hand to comply with attendance as set by your Gym Owner for optimal team practice in preparation for this event.
- Communicate with your school coaching staff now to save issues later.
- Missing a practice the Sunday or a weekday prior to an event/competition may remove that athlete from the event roster.
- If absences become an issue, you will be contacted by the All-Star Director or Owner to discuss an athlete's team commitment. He/she may be placed as an alternate, removed from choreography and/or removed entirely from the team.
- If a parent chooses to withdraw an athlete from a competition at any time, you will be removed from the program unless approved by the All-Star Director and Owner prior to the event. If you do not show for an event, that will result in immediate removal from the program.
- Space Camp is NOT an excused absence.



## Illness/Injury Guidelines

- Athletes are expected to be at practice unless they are **contagious and have a doctor's note.**
- Practice participation is situation-based and at the coach's discretion.
- Athletes may wear a mask as a preventative measure when feeling ill.
- In the event that an athlete is injured, you should notify your coach immediately.
- Please provide a doctor's note with details concerning the prognosis, recovery time and any change in circumstances affecting their ability to perform.
- We may re-choreograph routines based on the athlete's injury and length of recovery. It is not guaranteed that an athlete will be choreographed back into the routine upon recovery.
- We may need to fill in the injured athletes position with another athlete. The injured athlete must be able to perform the position routine fully before they will assume their spot back.
- Injured athletes must continue with payment in full unless the injury is season ending

# Communication

## IN THE GYM - CLASSES & PRACTICES

Coaches are focused on instructing and teaching the athletes. Parents should never approach a coach during a class or practice. Coaches will be available for a reasonable time following classes and team practices to answer any questions regarding your athlete, their needs, and their individual progress.

## AT COMPETITIONS

Coaches are focused on the team and athletes and are there to coach. Any issues that arise during a competition will be addressed during the week following the competition. Parents should never approach a coach with an issue at any point during competitions.

## WE WILL NOT DISCUSS

- Information regarding other Max All-Stars athletes and/or parents
- Max All-Stars coaches who do not coach their athlete
- Decisions made by the Administrative Staff
- Comparisons of their athlete to another athlete; coach-to-coach; or Max All-Stars to any other cheerleading training facilities
- Other topics and issues that Max All-Stars, in its sole discretion, deem inappropriate for discussion
- Strategic decisions (e.g., placements made in formations; decisions regarding why an athlete was moved, added, removed, or replaced in stunts and tumbling sections) in a public setting

## ATHLETE-TO-COACH COMMUNICATION

We strongly encourage parents to have their athletes speak directly with the coaches regarding, but not limited to, the following issues should they arise:

- Routine element questions
- Individual and group skill preparedness
- Injury/Illness
- Outside events that may affect performance

## OPEN DOOR POLICY

Max All-Stars maintains an open-door communication policy to help each parent and athlete understand every decision in which they are involved.

The Director will schedule a meeting with you, your athlete, and the athlete's coach.

If a matter remains unresolved, or if the athlete has clear and legitimate concerns that speaking with the coach will not or cannot resolve, please bring the concern directly to the gym owner.

# Travel Obligations

## Parents are Responsible for their Athletes:

- Travel to and from the event
- Travel while at the event
- Hotel accommodations (if necessary)
- Meals and snacks at events
- Activities and behavior at out-of-town events
- Getting athletes to meet times
  - **\$20.00 fee for athletes at are 15 mins or later to a meet time. This will be charged to your account.**

If a parent/guardian cannot attend an out of town event, they must arrange for another parent, or responsible adult, to travel with your athlete. The adult with whom you assign your child to travel assumes responsibility for the athlete and must ensure the athlete's adherence to all Max rules and policies throughout the entirety of the event.

Camps and competitions are not vacations. The athletes' time and focus should be fully committed to Max and all related activities throughout the entirety of the event.



# Financial Obligations

Most fees associated with participating in All-Star cheer have been combined and distributed across the full season. Please note your Monthly Fees may raise or lower once competition schedule and prices are set.

Timely payments are expected from all Max All-Star athletes.

- Monthly payments are automatically charged on the 1st of each month.
- Accounts not paid by the 5th of the month will be assessed a \$50 late fee.
- End of the Season event is not included in this total for elite and worlds teams. Cost of end of the season event might be more or less. than 600.



MONTHLY FEES	NOVICE	PREP	ELITE
DUE ON 1 <sup>ST</sup> OF MONTH UNTIL SEASON OVER	225	250	360

ADDITIONAL COST	COST
PRACTICE CLOTHES & SHOES DUE JULY 20	350
UNIFORM AND BOW AUGUST 10	575
WARMUP SUIT & BACKPACK SEPT 7	235



# Financial Obligations

## **ADDITIONAL CLASSES:**

Top persons selected to a team may have a Mandatory monthly class for top persons to increase flexibility, improve overall top person awareness, work on performance, poise, and drill stunt counts. There will be an extra monthly fee for this class.

## **DISCOUNTS:**

\$200 off total cost if paid in full (No AMEX or Debt Cards used for this). School team athletes that train with MAX all season will receive \$150 off a month (must pay your school tuition, if school drops then you will pay the \$150 per month for the remainder of the season). Two children in program, \$50 off monthly total fees. Three Children in program, \$150 off monthly total fees. Paid in full must be cash, check, Visa, Master, Discover- No debt Visa or Master cards.

## **QUITTING OR REMOVED:**

If an athlete is removed by allstar director from Max All-Star team at any point, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule. You will not receive any items paid for if you are removed prior to their arrival. If an athlete wishes to quit there is a \$600 buy out fee. You will not be refunded any money paid in to receive any merchandise you paid for but you will be released from the remainder monthly payments.

## **MADE ALTERNATE:**

If an athlete is listed as an alternate, they will continue to be responsible for fees in full whether or not the athlete competes. Alternates/Injured Reserve athletes will have a reduction in monthly gym fee.

## **PRACTICE CLOTHES, SHOES, UNIFORM, WARMUPS:**

All Teams will receive 1 set of shoes and 2 sets of practice clothes including 2 Shorts/Skirts, 2 Sports Bras, if you wish to not get a sports bra we have a tank option. Warmups may include jacket and pants.

## **PLEASE NOTE:**

If an athlete is removed or quits an Max Cheer Company team at any point, you will continue to be responsible for fees in full. These fees are to be paid in accordance with the assigned payment schedule and will be. You will not receive any items paid for if you quit prior to their arrival.

# Branding Policy

## BRAND AND LOGO POLICY:

- All Max letters and logos are copyright protected.
- All spirit wear items are to be purchased through Max Cheer Company Approved Vendors.
- If a parent would like to buy merchandise for an entire team, the order must go through Dan Harrod
- Bows, t-shirts, bags, etc. with an identifiable icon, resemblance, design or reference to Max and or team name etc not purchased through Max are not permitted
- Anyone who attempts to sell or give away items with identifiable icon, resemblance, design or reference to Max or Team Name etc. will be in violation of the Max Brand and Logo Policy.
- You are welcome to monogram your warm-up; however, we ask that you use **black, red or white** for the lettering. The athlete's first OR last name, initials and/or nicknames are all acceptable. We ask that you do not use their first and last name for the safety of the athlete while in public places.
- These, and all, decisions will be at the sole discretion of Dan Harrod



## OPTIONS TO MAKE YOUR OWN APPAREL

- Send design to Dan Harrod for approval.
- If approved each item made will cost a **\$20.00** fee per item made
- If caught with un approved items there will be a **\$50.00** fee per item and risk of removal from the program.

# 26-27 TERMS AND CONDITIONS AGREEMENT

As the parent/guardian, I have read and completely understand the rules, requirements and regulations as outlined in this season's Max Cheer Company All Star Handbook, including the following attachments to this Contract and schedule.

I promise to uphold and abide by the rules set forth herein and my agreements with Max Cheer Company. We realize that Max Cheer Company reserves the sole and absolute right to change, amend or assess the stated policies and procedures, as deemed necessary, on a case-by-case basis.

I understand that it is my responsibility, as a parent/guardian, to follow through with my child's financial obligations associated with tuition and other fees during this season.

Should I fall behind or fail to make payments, I recognize that my child's involvement with the Max Cheer Company program will be jeopardized, including his/her removal from the Max Cheer Company program.

I also understand that if my athlete quits or is released from an Max Cheer Company team at any point throughout the season following the May 16, 2026 drop date, I will continue to be financially responsible for fees in full. I understand that these fees are to be paid in accordance with the assigned payment schedule and will be subject to late fees and any other applicable charges, including interest and costs of collection including attorneys' fees and expenses.

I also understand that if an athlete quits or is removed from an Max team prior to receiving merchandise, that I will not receive a refund for the purchase price nor will I receive the merchandise.

I also understand that if my athlete is listed as an alternate for a team, that I am financially responsible for the year in full whether they compete or not.

These, and all, decisions will be at the discretion of the gym owner.

Athlete Name \_\_\_\_\_

## **Parent or Guardian Responsible for Financial Obligations:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Date Completed \_\_\_\_\_

## **To be completed by ACE Cheer Company, Accepted by:**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_

# 26-27 MAX ALL-STAR CONTRACT

I, the undersigned, hereby certify that I am the parent or legal guardian of

\_\_\_\_\_ (athlete.) The athlete desires to be a team member within the Max Cheer Company competitive cheerleading program for the 2026-2027 season. The Max Cheer Company Contract, the General All-Star Information & Contract and attachments thereto (which are adopted and incorporated by reference and referred to herein collectively as the "Max Cheer Company Handbook") set forth the terms and conditions under which the athlete may participate in the 2026-2027 competitive cheerleading season as Max Cheer Company team member.

## **Responsibilities of Max Cheer Company**

Max Cheer Company 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. Max Cheer Company 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 Max Cheer Company 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 Max Cheer Company staff, as indicated within the Max Cheer Company Handbook. Max Cheer Company 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 Max Cheer Company.

## **Responsibilities of Athlete and Parent/Guardian**

I understand that accepting a place on a Max Cheer Company competitive team is both an honor and a privilege, and that it entails a significant commitment to Max Cheer Company 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 Max Cheer Company Handbook.

## **Parent/Guardian's Indemnification of Max Cheer Company**

I hereby give my permission to Max Cheer Company 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 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 Max Cheer Company 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 Max Cheer Company activities, whether on the Max Cheer Company training facility premises or at any other venue where an Max Cheer Company 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 Max Cheer Company 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 Max Cheer Company, 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 Max Cheer Company-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 Max Cheer Company, its employees, agents, officers, members, sponsors, promoters and affiliates from any and all claims relating to or arising out of the Max Cheer Company Handbook in any way, including attorneys' fees incurred in connection with the enforcement of this indemnification.

# 26-27 MAX ALL-STAR CONTRACT

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: Max Cheer Company 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**

Max Cheer Company 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.

## **Financial Obligations**

- I have read and signed the Max Handbook. I understand that certain violations of team rules may subject the athlete to appropriate disciplinary actions as set forth in the Max Cheer Company Handbook. In the event the athlete's status on a team changes in any way, whether suspended or dismissed from the Max Cheer Company 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 12 months and will receive no refunds of monies previously paid.
- The Max Cheer Company 2026-2027 Financial Obligations, which is part of the Max Cheer Company 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: 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.
- Monthly payments must be paid on the 1st of each month for the following month from May 2026 through April 2027. I will be assessed a \$50 late fee if any monthly fee is not received by the 5th day of the upcoming month.
- I am solely responsible for all travel costs associated with out-of-town competitions including transportation, lodging and food.
- Max Cheer Company is hereby authorized to initiate all payments owed through automatic credit card billing, as indicated on the authorization form attached hereto. I understand that Max Cheer Company will initiate payment from my account or credit card on the 1st day of each month.
- I will be assessed \$50 fee, per occurrence, of a check or authorized bank draft returned to Max Cheer Company due to insufficient funds

# 26-27 MAX ALL-STAR CONTRACT

Limitation of Liability. IN NO EVENT SHALL MAX CHEER COMPANY 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 MAX 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 Max Cheer Company 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 Max Cheer Company'S 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 MAX CHEER COMPANY PURSUANT TO THIS AGREEMENT.

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 Max Cheer Company 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 (BIRMINGHAM 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 MADISON COUNTY, ALABAMA OR FEDERAL COURTS WITHIN THE NORTHERN DISTRICT OF ALABAMA (NORTH 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.

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 ACEof Huntsville 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.

# 26-27 MAX ALL-STAR 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 Max Cheer Company Handbook, Releases, Authorization, and other materials and documents referred to herein, represent the entire agreement between Max Cheer Company 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 Max Cheer Company.

## **Parent or Guardian Responsible for Financial Obligations:**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Date Completed \_\_\_\_\_

## **To be completed by Max Cheer Company, Accepted by:**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_

# MAX

# CONTACT



If you have any questions regarding the company handbook, please feel free to contact:



**Phone Number**  
256-542-9088



**Website**  
[www.themaxcheer.com](http://www.themaxcheer.com)



**Email**  
[maxcheerauburn@gmail.com](mailto:maxcheerauburn@gmail.com)