

LEGENDARY ATHLETICS TEAM ENROLLMENT CONTRACT 19-20

In consideration of Legendary Athletics Group, LLC enrolling _____ (hereinafter “STUDENT”) in the cheer, dance, or other program specified below, STUDENT, _____ (Parent #1) and _____ (Parent #2), (hereinafter jointly and severally referenced as “PARENT”), and Legendary Athletics Group, LLC acknowledge and agree that:

1. HANDBOOK: STUDENT and PARENT have received and printed a copy of the current Legendary Athletics’ All-Star Handbook and Rules and Regulations for my record.
_____ (Sign)

2. IDENTIFICATION OF ENROLLED PROGRAM: Legendary Athletics, STUDENT, and PARENT agree that STUDENT shall be enrolled and receive instruction in this program(s):

Please read and initial each section below:

3. TERM AND TUITION: The term of STUDENT’s enrollment shall be from June 3, 2019 through April 30, 2020. Enrollment is for an entire year and not on a monthly basis. STUDENT and PARENT, upon signing this agreement, shall pay an initial one-time gym registration fee of Fifty Dollars (\$50.00). STUDENT and PARENT shall thereafter pay monthly costs in the amount of \$_____ per month, which must be paid so that it is received by Legendary Athletics on or before the first day of each month, commencing on June 3, 2019 and continuing through April 1, 2020.

4. ACH Automatic Withdrawal: PARENT shall provide sufficient ACH information to allow charging of monthly costs or other amounts. Payment can be processed through credit card, cash or check only if received before the 1st of each month. PARENT shall at all times update the ACH information to ensure that valid information is on file with Legendary Athletics at all times. Legendary Athletics is authorized to charge all amounts which are not paid within 12 days of the due date plus late fees and interest.

5. AGREEMENT NOT CANCELABLE: This agreement may not be cancelled and monthly costs must be paid even if the STUDENT, for any reason, resigns or otherwise does not attend or participate. Any returned check will incur a \$35.00 service charge, in addition to applicable late fees.

6. HANDBOOK NOT A CONTRACT: Though Legendary Athletics All-Star Handbook is a statement of Legendary Athletics’ current policies and practices, it is not a part of this contract. The terms of this contract shall control even if they conflict with the Handbook. No party may acquire any rights or defenses from any provision in the Handbook except as may be specifically provided in this contract. Legendary Athletics, within its discretion, may at any time modify or delete any provision in the Handbook.

7. SUSPENSION OR EXPULSION: If STUDENT or PARENT violate the guidelines or rules set out in the Handbook, Legendary Athletics, within its sole discretion, may temporarily suspend or permanently expel STUDENT from any further participation in Legendary Athletics’ classes, functions, and competitions. Such suspension or expulsion shall not affect or mitigate the obligation of PARENT and STUDENT to complete ALL payments under this contract through the end of its term.

8. HEALTH INFORMATION: PARENT and STUDENT shall at all times provide current health insurance information to Legendary Athletics, and promptly update the information if there is any change in health

insurance. PARENT and STUDENT shall inform Legendary Athletics in writing of all medical conditions as well as medications that may limit or prevent STUDENT's ability to participate in any Legendary Athletics activity.

____9. PRIVATE LESSONS: Any private lessons available to STUDENT shall require additional payments, which shall be quoted and paid in addition to the payments required under this agreement. If private lessons are taken by a STUDENT, the terms of this contract, including the releases and liability limitations, shall govern the private lessons. Private lessons are to be paid directly to Legendary Athletics at the time of service.

____10. ITEMS NOT COVERED BY ANNUAL AMOUNTS: The monthly costs provided by this contract does not cover travel expenses, meals, uniforms, clothing, equipment, gear, or certain fees that may be charged by third parties, and PARENT and STUDENT are responsible for paying for those items in addition to the other payments required by this contract.

____11. EFFECT OF NON-PAYMENT If any monthly costs payment is not received by Legendary Athletics on or before the due date, a late fee of \$10.00 will be applied to that payment. If Legendary Athletics does not receive a monthly amount payment within 15 days of the due date, Legendary Athletics may, without any requirement of notice, declare immediately due and payable all monthly amounts payments which would become due throughout the remaining enrollment term. In such event, the entire amount then due shall accrue interest at the rate of 18% per annum or the highest rate allowed by law, whichever is less. If monthly cost is accelerated hereunder, STUDENT shall not participate in any classes, competitions, or functions until the entire amount is paid in full, at which time STUDENT may participate through the end of the remaining enrollment term. Exclusion of STUDENT from classes, competitions, or functions hereunder shall not affect the payment obligations set out herein.

____12. JOINT AND SEVERABLE LIABILITY: PARENT and STUDENT are jointly and severally responsible for all obligations of this agreement.

____13. LIMITATION OF LIABILITY: Legendary Athletics' liability under this contract shall be limited to one month's tuition paid by or on behalf of the participant. Under no circumstances shall Legendary Athletics be liable for any indirect or consequential damages.

____14. LIABILITY WAIVER AND INDEMNIFICATION: PARENT, individually and on behalf of their child (STUDENT) and STUDENT, if of legal age or otherwise legally capable of executing contracts, agree to release, hold harmless and indemnify Legendary Athletics Group, and its managers and employees, from any and all claims, demands, and causes of action of every kind for any physical or emotional injuries or death and/or damages to STUDENT, PARENT, or any individual invited by STUDENT or one or both PARENTS to a Legendary Athletics' facilities or any function of Legendary Athletics which may occur, and damage to or theft of personal property of any such persons, occurring at or in connection with any class, event, function, or competition involving Legendary Athletics. For the purpose of enforcing this provision, Legendary Athletics shall be considered a school, and the activities of Legendary Athletics shall be considered school functions, in that it is the purpose of those activities to teach and aid in the physical, emotional, intellectual, and social development of minors and youths by teaching physical skills, the performance of routines, teamwork, self-discipline, and responsibility.

____15. JURISDICTION AND ATTORNEY'S FEES: This agreement shall be construed in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue in any action related to or arising from this agreement shall be in the Courts of Seminole County, Florida, and the parties waive any right to a jury trial in any such matter. PARENT shall reimburse Legendary Athletics for any attorney's fees or collection agency fees incurred by Legendary Athletics in attempts to obtain compliance with this agreement and, in any action to enforce this agreement, including post judgment and appellate proceedings, the prevailing party shall recover its reasonable attorney's fees and costs.

_____16. INVALIDATION OF PROVISION: If a Court shall hold invalid or unenforceable any portion of this agreement, such a holding shall not affect or invalidate the entire agreement or other portions hereof.

_____17. ENTIRE AGREEMENT: The signed agreement shall constitute the entire agreement of the parties and may not be modified except by a written document duly executed by the parties. PARENT certifies and warrants that PARENT has not relied upon any statements purporting to modify or which are otherwise inconsistent with or in addition to the written terms of this agreement.

_____18. ALTERNATIVE LIABILITY WAIVER: If the liability waiver set out above is held unenforceable, then the statutory liability waiver set out below shall control:

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LEGENDARY ATHLETICS GROUP, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM LEGENDARY ATHLETICS GROUP, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LEGENDARY ATHLETICS GROUP, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Date: _____, 2019.

Legendary Athletics Group, LLC

By: _____(Print)

_____(Sign)
PARENT #1, Individually and for STUDENT
as STUDENT’s natural guardian

_____(Sign)
PARENT#2, Individually and for STUDENT
as STUDENT’s natural guardian

STUDENT: _____(Sign)