

Print Athlete's Name

Athlete's Team



# STARS VIPERS

ALL-STAR INTERNATIONAL 1-4 TEAM CONTRACT



Thank you for making the decision to join the Stars Viper Family for the 2018-2019 season. Originally founded in 2003, Stars Vipers is recognized nationally as a leader in developing high level athletes, both in all-star and scholastic competitive cheer. The owners and staff pride themselves in maintaining a family environment and holding each athlete to the highest quality standards.

## Our Mission

The mission of Stars Vipers is to provide safe, quality services focused on teaching young athletes solid fundamentals in tumbling, stunting, and cheer for school-aged athletes in South Central Texas. Our coaching philosophy is designed to help athletes self-discover their own ability through high quality instruction in a fun, disciplined environment with a structured purpose. The goal is to create athletes who apply their learning, competitive experiences and work ethic to lessons throughout their lives and future leadership roles.

The staff provide a structured training system geared towards getting the most from each athlete. We take pride in our ability to focus specific attention to developing individual strengths and learning how each athlete can best serve the team. We teach our athletes to excel in all areas of competitive cheer emphasizing sound fundamentals. Stars Vipers strongly believes that our success originates from the dedication and commitment of our staff, athletes, and parents working TOGETHER. Our goal is to foster the growth of the best team possible and instill qualities/values that last a lifetime.

**We offer many different types of programs that will allow your athlete to participate according to their skill level and time commitment. This contract is for our International Program that requires less time/financial commitment. Contracts for our other programs (Show Team, Prep, Viper Elite and information on our Viper FUNDamentals Program) will be coming out soon!**

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**IMPORTANT DATES TO PUT ON CALENDAR**

August 18	<b>All Star International 1-4 Team Tryouts 1 to 3 PM</b>
August 25	Begin ALL STAR INTERNATIONAL 1-4 team practices and parent meeting (\$300 due)
August 10 -12	GYM CLOSED
August 31-September 3	GYM CLOSED
September 8	All teams Labor Day make up practices
October 27	Choreography Camp
November 21-25	GYM CLOSED *Wednesday/Thursdays Team will practice Monday/Tuesday
December 21-January 1	GYM CLOSED * (All athletes required to do 2 stunt group practices and tumbling run-throughs over the break, and must send videos to coaches) Monday/Tuesday Teams will practice Wednesday/Thursday
January 6	Begin Sunday/Monday Practices

**Tryout Checklist**

**Must be done on or before the first day of tryouts.**

1. \_\_\_\_\_ Updated parent portal profile: contact and auto pay information
2. \_\_\_\_\_ Tryout fee must be paid by registering for tryouts online

**Tryout Overview**

**Tryouts are closed.** All athletes will be evaluated on individual skills, as well as their basing and/or flying proficiency. See below list of skills for each level.

Our tryouts are not stressful!! We evaluate in groups and encourage participants to re-do their skills if they are not 100% satisfied with their tryouts. Once we evaluate all athletes, we begin to assemble rosters and teams. The selection of teams is a very tedious and often complicated process. Many key elements are considered in our decisions. We must choose a well-rounded variety of individuals for each team.

Athletes and parents will be notified with results via the Stars Vipers website and social media sites. Once teams have been announced there will be a mandatory team parent meeting to complete contracts and collect all initial deposits.

<b>Level 1</b>	<p>Standing and running tumbling skills will focus on the following technique drivers: <i>approach, speed, body control, landing, synchronization</i></p> <p>Standing Tumbling:</p> <ul style="list-style-type: none"> <li>- 3 back walkovers</li> <li>- 2 back walkover switch kick</li> <li>- Front walkover</li> <li>- Handstand forward roll</li> <li>- Tucked backward roll</li> </ul> <p>Running Tumbling:</p> <ul style="list-style-type: none"> <li>- Round off pause back walkover</li> <li>- Cartwheel cartwheel back walkover</li> <li>- Cartwheel back walkover switch kick</li> <li>- Front walkover cartwheel back walkover</li> </ul>
<b>Level 2</b>	<p>Standing and running tumbling skills will focus on the following technique drivers: <i>approach, speed, body control, landing, synchronization</i></p> <p>Standing Tumbling:</p> <ul style="list-style-type: none"> <li>- Back handspring</li> <li>- T jump back handspring</li> <li>- Back walkover back handspring</li> <li>- T jump back handspring back walkover back handspring</li> </ul> <p>Running Tumbling:</p> <ul style="list-style-type: none"> <li>- Round off multiple back handsprings</li> <li>- Round off back handspring half turn round off back handspring</li> <li>- Front walkover round off back handspring half turn round off back handspring</li> <li>- Front handspring forward roll round off handspring</li> </ul>

<p><b>Level 3</b></p>	<p>Standing and running tumbling skills will focus on the following technique drivers: <i>approach, speed, body control, landing, synchronization</i></p> <p>Standing Tumbling:</p> <ul style="list-style-type: none"> <li>- Multiple back handsprings</li> <li>- Jump to multiple back handsprings</li> <li>- Multiple back handsprings to jump to back handspring</li> </ul> <p>Running Tumbling:</p> <ul style="list-style-type: none"> <li>- Round off back tuck/round off back handspring back tuck</li> <li>- Front walkover round off back tuck/back handspring back tuck</li> <li>- Round off back handspring half turn round off back tuck/back handspring back tuck</li> <li>- Punch front stick</li> <li>- Aerial</li> <li>- Punch front or aerial round off back tuck/back handspring back tuck</li> </ul>
<p><b>Level 4</b></p>	<p>Standing and running tumbling skills will focus on the following technique drivers: <i>approach, speed, body control, landing, synchronization</i></p> <p>Standing Tumbling:</p> <ul style="list-style-type: none"> <li>- Back tuck</li> <li>- Back handspring back tuck or multiple back handsprings back tuck</li> <li>- T jump back tuck</li> <li>- Jump to back handspring back tuck or multiple back handsprings back tuck</li> </ul> <p>Running Tumbling:</p> <ul style="list-style-type: none"> <li>- Round off back handspring layout</li> <li>- Front walkover round off back handspring layout</li> <li>- Punch front through to a layout</li> <li>- Whip pass through to layout</li> </ul>
<p><b>Level 5 Restricted</b></p>	<p>Restricted standing and running tumbling skills will focus on the following technique drivers: <i>approach, speed, body control, landing, synchronization</i></p> <p>Standing Tumbling:</p> <ul style="list-style-type: none"> <li>- Jumps to back tuck</li> <li>- Multiple back handsprings to layout</li> <li>- Bank handspring layout</li> <li>- Whip pass to layout</li> </ul> <p>Running Tumbling:</p> <ul style="list-style-type: none"> <li>- Round off full/back handspring full</li> <li>- Round off Arabian stick</li> <li>- Front walkover through to full</li> <li>- Punch front or whip pass through to full</li> </ul>

### All-Star Program Costs and Explanation of Fees

Stars Vipers International Level 1- 4 All-Star Program is an 11-month program. We begin tryouts/ practices in June 2018 and continue through the Summit Championships in May of 2019. All financial obligations must be on schedule by automatic payment in our parent portal. We have a simple payment structure to make costs more affordable. ALL costs for shirts, gifts, misc. expenses are also included in these prices. We offer MANY fundraisers and sponsorship opportunities, including some that you may be participating in now, to help offset seasonal costs. 100% of what you raise can go to these costs. Below is an explanation and breakdown of our fees.

**Annual Fee:** This fee covers liability insurance fees incurred by each athlete for 2018-2019 season. This is payable on May 1. This fee is through April 30, 2019.

**USASF Athlete Fee:** This fee covers the athlete's membership with the United States All-Star Federation (USASF) aiding in the compliance of reporting correct ages for competitive athletes and showing their eligibility to compete at sanctioned events.  
**\* You will pay this fee directly to USASF when you register your athlete or update their registration on August 1, 2019 (Don't pay before) at [usaf.net](http://usaf.net).**

**Monthly Tuition:** Monthly tuition covers 3 hours per week of instructions, until January and then they will go to two 2 1/2 hour practices per week (jump/conditioning class and stunt practice will be included) and gym operations. Tuition will now be included with escrow fees. Please note that we do not prorate tuition for any months. Since some months have four weeks, and others have five, we have taken this information, along with breaks and vacation, into consideration to calculate tuition evenly over the season.

**Escrow Fees:** Escrow fees include Choreography, Competition Fees, Music, Spirit Gifts/ Shirts, Gym Fee, Fundraising Fee, & Bow.

The first escrow payment of \$300 is due at the first parent meeting after team placements in August. Escrow payments will be due on the 1st and 15th of each month from September through February.

**Competition Fees:** The costs for the competitions (1 non local two-day events, 1 two-day local bid event, and NCA Nationals in Dallas) including registration costs and coach's registration, time, and travel costs.

\*Athlete travel and accommodation expenses are not included. Stay and play competitions must be booked directly through the competition's booking agency. Information will be provided as early as possible.

**Choreography:** Fees for routine choreography.

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**Uniform:** All competitive team athletes are required to purchase a NEW uniform for the 2018-2019 season. Due to the constant usage of the All-Star cheer uniforms and nature of our sport, wear and tear should be expected. Our goal is to keep this uniform for two competitive season, however, we will asses the condition of the uniforms at the end of the season. Payment will be due at 1st parent meeting and the estimated cost will be \$300-\$350.

**Practice Apparel & Other Items** Practice apparel includes sports bra tops, bottoms, tank top and a bow. Athletes will also receive a team jersey, and a t-shirt.

**Summit & Worlds: Choreography & Shirts:** When your team qualifies for the Summit or Worlds (positive thinking), there will be an additional fee to update choreography, purchase additional shirts, and for coaches fees.

**Tuition and Fee Schedule**

Month	Description	Amount	Monthly Total
August 18 August 18	Annual Registration Fee Deposit	\$40 \$300	\$340
September 1 September 15	USASF (paid directly to Varsity) Escrow Payment #1 Escrow Payment #2	\$30 \$217.14 \$217.14	\$464.28
October 1 October 1 October 15	Uniform (paid directly to Varsity) Escrow Payment #3 Escrow Payment #4	\$300-\$350 \$217.14 \$217.14	\$300-\$350 \$434.28
November 1 November 15	Escrow Payment #5 Escrow Payment #6	\$217.14 \$217.14	\$434.28
December 1 December 15	Escrow Payment #7 Escrow Payment #8	\$217.14 \$217.14	\$434.28
January 1 January 15	Escrow Payment #9 Escrow Payment #10	\$217.14 \$217.14	\$434.28
February 1 February 15	Escrow Payment #11 Escrow Payment #12	\$217.14 \$217.14	\$434.28
March 1 March 15	Escrow Payment #13 Escrow Payment #14	\$217.14 \$217.14	\$434.28

## STARS VIPERS POLICIES, PROCEDURES, AND RULES

### Payment Policy

All payments will be automatically deducted from the account you designate in the parent portal per the above payment schedule. Payment information on the parent portal must be up to date at all times. If using E-check as a form of payment, please be advised that if your check is returned, you will be charged a \$15 NSF fee. There will be a \$20 late payment fee if deposits, tuition and escrow fees are not paid by the above listed dates of the month. Stars Vipers reserves the right to remove athletes from the program if their financial obligation is not upheld. Athletes with past due balances that exceed 30 days may not participate in private lessons, classes, and/or team practices until the account is brought current. Past due balances that exceed 120 days will be sent to our attorney or to a third-party collection agency for which charges, attorney and court fees will apply, and that parent is solely responsible for the total amount.

\_\_\_\_\_ (initials)

### Refund Policy

Under no circumstances will there be any form of refund regardless of the reason. We are under no obligation to buy any uniforms, practice wear, or shirts purchased by any member if they decide to leave the program. If you have prepaid any expenses, they will not be refunded for any reason.

\_\_\_\_\_ (initials)

### Attendance Policy

Stars Vipers is a structured program where success relies on athletes and parents adhering to our policies. We realize many athletes are involved in a variety of activities; however, we cannot make exceptions for schedule conflicts including homework, studying for exams/projects, school athletics, and \*school cheer. We practice 2 hours during the week and approximately 2.5 hours on the weekend. We expect top priority and 100% commitment to attending every practice. Due to our policies, we are able to keep extra practices to a minimum because our practice times are productive and mandatory.

\*We do not want to deter athletes from school cheer. In many cases we can try to accommodate this activity, but it involves very detailed communication with the team moms and school coaches far in advance. (More than two weeks. The earlier the better.)

\_\_\_\_\_ (initials)

### Summer Absence Policy

Your athlete is allowed up to 2 absences for family vacations in the **SUMMER ONLY (up until August 12)**. These vacation dates must be put on our calendar with team rep at least two weeks in advance.

\_\_\_\_\_ (initials)

### **Absence Policy**

Once we enter the month of August the only excused absence is a school function that is mandatory for a grade. All other absences are unexcused. Part-time jobs, dances, concerts, banquets, long distance driving, family reunions, weddings, recitals, school/church socials, and any other non-related school activities are unexcused. Absences are not allowed the weekend and week prior to a competition. An unexcused absence may result in the athlete being moved to an alternate position or pulled from an upcoming performance at the discretion of the staff. It is the responsibility of the athlete to learn any changes prior to the next practice. Alternates must follow all requirements and guidelines. Since school activities are planned well in advance, please communicate to us any **mandatory events well in advance** since absences must be approved by staff to be excused. We will verify with school administration and the teaching staff if we think someone is being less than truthful. Be prepared to show documentation from a teacher or instructor. You will be removed immediately if the request is falsified.

\_\_\_\_\_ (initials)

### **Class Makeup Policy**

Because of our strict athlete to coach ratio, make-up classes will only be available for classes that have openings. Each athlete will be allowed to use six make-up classes per year (Jan. 1- Dec. 31) and must be scheduled within 24 hours prior to the class. Missed classes will not result in prorated tuition or refunds. No refunds for classes missed including scheduled holidays.

\_\_\_\_\_ (initials)

### **Sick Policy**

Athletes must attend practice even if they are sick. Athlete's unfortunately are removed from the program for failing to follow this rule. We will not make exceptions. You will not be required to participate; however, you must be present. An athlete will jeopardize his/her position if this rule is not followed. In addition, you must provide a doctor's note with detailed information regarding the illness, treatment and length of recovery. This includes dental, medical and any other health related issue that would prohibit a athlete from participating. Extended sickness such as Mono or Strep throat may result in an athlete being temporarily/permanently replaced.

\_\_\_\_\_ (initials)

### **Team Reps and Communication**

Most communication will be received from your designated team rep. Each team will have a designated coaching staff and a team representative responsible for relaying information. Any questions or team related concerns should be addressed with the team representative prior to contacting Rebecca or Danny. Team representatives will also be assisting the teams at competitions and working closely with the staff. Additional information will always be posted on our website (starsvipers.com) or on our social media sites (Facebook, Instagram, and Twitter).

\_\_\_\_\_ (initials)



### Team Practice Rules

All practices and stunt practices are closed. There is to be **no jewelry** worn at practice, which includes all earrings, belly button rings, and necklaces. This is not simply for appearance sake, but for the safety of the one wearing the jewelry and for those either flying or basing who might be injured as a result. **All cell phones** should be turned **off** and collected during practice times. There is to be no gum at practices or competitions. **Tattoos must be must be covered** at all times. **Stickers used during tanning sessions** should be worn in an area not visible. There is to be **no excessively long fingernails or sculptured nails**. **No videotaping** of practices. Practice clothing must be worn as scheduled on the monthly calendars. Anyone late or dressed incorrectly will jump/condition after practice.

All practices are closed to parents and siblings/friends to include routine changes and choreography. We will add additional conditioning for athletes whose parents do not adhere to this rule. This includes when practices run long (this will happen on occasion). If you have a child in a team practice and a sibling in tumbling you are not allowed to be in the practice area. In short, please do not find excuses to be in the practice area during team practice. It is counterproductive to running an effective practice.

\_\_\_\_\_ (initials)

### Traveling Requirements

Making sure our athletes are rested and fully prepared to compete is paramount. Please note that when we are traveling you are required to have your athletes at the venue the night before no later than 8:30pm. If you cannot arrive by 8:30 p.m., please send your athlete with another athlete or family member or communicate well in advance with your team representative.

\_\_\_\_\_ (initials)

### Injuries

**In the event that an athlete is injured at home or during other extracurricular activities, we ask that you please notify us as soon as possible.** Please do not leave messages of this nature on our message service. You should call the gym and the team representative to get the necessary information to the coaches. We will make changes with choreography prior to the practice. We will re-choreograph routines based on the athlete's injury and length of recovery. Once the individual has full recovered, he or she **may or may not** be placed back in the routine. The coaches have complete discretion in replacing such individuals for the rest of the season if they feel it is best for the team. All injured athletes must continue to pay their tuition. Please note, if your athlete is injured, you will still be required to pay monthly tuition and escrow.

\_\_\_\_\_ (initials)

### Drop Procedure

**PARENTS MUST NOTIFY STARS VIPERS 30 DAYS IN ADVANCE TO DROP AN ATHLETE FROM CLASS.** Only a drop request via our parent portal acceptable. You are responsible for payment for your athlete's classes **WHETHER OR NOT YOUR ATHLETE ATTENDS CLASS** until the time you notify the staff **VIA PARENT PORTAL**. Please do not rely on your athlete to verbally let us know that he/she will no longer be attending classes. If a athlete stops coming to class without notification then that athlete's account will be charged for the additional 30 days. This charge will be for holding the athlete's place in

that class instead of offering that place to one of the many on a waiting list. ALL TUITION AND FEES ARE NON-REFUNDABLE.

\_\_\_\_\_ (initials)

### **Lost or Damaged Items**

Stars Vipers and the facility's staff will not be responsible for ANY items that may be lost or stolen. Lost, misplaced or damaged clothing will be replaced at your expense. Be sure your athlete's personal items are marked with their name.

\_\_\_\_\_ (initials)

### **Arrival and Pickup Procedures**

Be sure your athlete arrives 10 minutes before his/her scheduled class and practice time. Please pick up your athletes on time. Please inform us if you know you will be late picking up your athlete. Instruct your athlete to wait inside the building and you should escort them from the building to your car. During peak times the parking lot is crowded. Please take into consideration that our athletes may include young children. Please drive slowly and carefully. Do not take a chance on your athlete running to and from your car.

\_\_\_\_\_ (initials)

### **Code of Conduct**

A member must at all times be a strong representative of Stars Vipers and a positive reflection of his/her teammates. You are expected to maintain a positive attitude at all times during practice, competitions, and other events. Abusive behavior, lying, and/or any other form of negative behavior are grounds for removal from the program. We will not tolerate comments about other teams and their programs. Let's respect their teams, as we will get respect in return. Many of you communicate with other cheerleaders at various organizations through email, Facebook, GroupMe, Twitter, Instagram, Snap Chat, and message boards. Please remember that anything you ever say is a direct reflection on this organization. NOTE: If you are caught sending rude or inappropriate messages on social media you will be subject to immediate dismissal. In addition, you cannot use the Stars Vipers name or any variation of our name in your email address. You may use SV\_ (name) as your username. Teammates are expected to treat one another with mutual respect. They should treat and talk to one another in a manner in which they want to be spoken to. We do not tolerate pettiness, gossiping, or cliques, all of which attempt to exclude or alienate certain members. Back talk, rolling of eyes and any other disrespect for instructors or teammates is unacceptable. After a warning, the team member will sit out of practice until the problem is resolved. A problem between an athlete and a staff member will first be addressed between the owners. If not resolved, a parent will be notified of the problem and will be expected to assist the staff in solving the problem. A parent should never reprimand or discipline someone else's athlete. We will handle any disciplinary problems privately.

\_\_\_\_\_ (initials) \_\_\_\_\_ (athlete's initials)

### **Copyright and Miscellaneous Information**

All routine/choreography including music, cheers, dances, stunts, transitions, and tumbling should be highly protected and shall not be shown or discussed with others. Stars Vipers choreography should never be copied or taught to anyone without consent from Stars Vipers ownership. This also includes any and all portions of music selections and editing. No video of routines, choreography or tryout material should be uploaded to any online site such as YOUTUBE or any social media site. Ownership must approve all designs bearing the Stars Vipers name or logo. Anything created without our approval is unacceptable and cannot be sold or used for personal use independently. Our logos have full protection and are copyrighted. Any money awarded to teams at competitions will go directly to Star Athletes LLC. Tuition does not pay for the right to perform. If your athlete does not perform, we will do everything in our power to get your athlete a jacket, shirt and/or medal but if we cannot then it will go to the athlete that took his/her spot. Individuals must meet the level skill requirements in order to compete. Mandatory tumbling and jump classes will be assigned as needed. Athletes can be moved to an alternate position if they do not maintain the skill requirements. We believe in perfection before progression. We will not allow athletes to learn advanced tumbling skills before perfecting their basics and team tumbling requirements. Proper technique is everything and only perfected skills will be choreographed in a Stars Vipers routine. Absolutely no unsupervised tumbling or stunting is to be done at Stars gym. An instructor must be present at all times. Stars Vipers reserves the right to change a team's division and level at any time throughout the year.

\_\_\_\_\_ (initials)

## Payment Authorization Form

### Cardholder's Information:

Athlete's Name: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Payment Authorization:

Card Type: (circle one)      Visa, Mastercard, Discovery, American Express

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVC Code: \_\_\_\_\_

I understand that I am liable for and hereby authorize Stars Vipers to charge this card for the amount due on my account. If necessary, Stars Vipers may initiate credit adjustment for any charges made in error. Stars Vipers may charge my card for periodic miscellaneous charges at my request. This authorization is to remain in full force and effect until Stars Vipers has received written notification from me of termination of this service in such time and such a manner as to afford Stars Vipers reasonable opportunity to act upon in. Failure to keep my account in good standing may result in my athlete being unable to practice, dismissal from Stars Vipers, and my account being sent to a collections agency or to Stars Vipers' attorney.

Cardholder Signature: \_\_\_\_\_

Print Name of Parent/Legal Guardian: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_

**Waiver of Liability  
Participate Agreement, Release, and Assumption of Risk**

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT WARNING: THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT, I GIVE UP MY RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO MY PROPERTY, OR FOR DEATH, ARISING OUT OF MY USE OF THE EQUIPMENT, OR ARISING OUT OF PARTICIPATION IN CLASSES OR ACTIVITIES. THIS AGREEMENT IS BINDING ON ME, MY CHILD/CHILDREN, MY HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES ME TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES. ASSUMPTION OF RISK:

I agree that I and/or on my child's/ward's behalf ("Children") am/are voluntarily participating in the activities offered by Stars Vipers. For purposes of this Agreement, I and Children may also be referred to as ["Participant(s)"]. I am considered a Participant even if only observing activities. I understand and agree that there are risks of significant injury to Participant(s), whether caused by other guests, employees, or someone else, in our or their use of or presence on Stars Vipers' premises. I understand and agree that these risks of injury include, but are not limited to, slips, trips, falls, collisions, thefts, equipment failure, or other such accidents or incidents that may result in injury, harm or damage including, but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death, or other forms of pain or suffering. Risks may also include, but are not limited to, injuries that occur from the negligence or lack of adequate training of those employees, agents, or volunteers of Stars Vipers, negligence or lack of adequate training of those who seek to assist with medical or other help either before or after injuries have occurred, injuries resulting from the failure of equipment used at Stars Vipers, injuries resulting from the negligence of Stars Vipers, or the negligence of other guests, visitors, or persons who may be present at Stars Vipers, or the negligence of the designers, manufacturers or installers of the equipment. I, on my own behalf and on behalf of Children, fully understand and voluntarily accept, and specifically ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks. I further acknowledge I have explained these risks to the Children. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I or Children sustain, including personal injuries to me and/or Children, damage to property, or damage arising out of death.

**PROMISE NOT TO SUE:** In consideration of my observing or using the facilities or equipment of Stars Vipers, and/or in consideration of my participating in the classes or activities sponsored by Stars Vipers, I, on my own behalf and on behalf of Children, hereby agree to RELEASE FROM ALL LIABILITY, DISCHARGE, and PROMISE NOT TO SUE, Stars Vipers or any other visitor, or person present in or using the facilities or equipment, for any injury arising from my or Children's use of the facilities or equipment, including those resulting from the negligence of Stars Vipers and any other visitor, or person present in or using the facilities. It is my express purpose to bind myself, my heirs, my administrators and my executors hereby and those of Children as well.

**RELEASE OF LIABILITY AND INDEMNIFICATION LANGUAGE:** In consideration of observing or using the facilities of Stars Vipers, and/or in consideration of participating in the classes or activities sponsored by Stars Vipers, I agree to the following. On my own behalf, and on behalf of Children, I agree to release and discharge from all liability, and waive all claims, demands and actions against, Stars Vipers and its owners, operators, subsidiaries, affiliates, employees, instructors, agents, vendors, volunteers as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the Stars Vipers facility (collectively, "Stars Vipers") for any and all injuries, harms, or damages sustained by any of the Participant(s) in connection with their use or presence on the premises, or their use of facilities, equipment, services, programs or activities within or outside facilities, resulting or arising from the negligent acts or omissions of Stars Vipers, or the negligent acts or omissions of me, any of the Children, other members, guests, visitors or other persons on the premises. In consideration of observing or using the facilities, or equipment of Stars Vipers, and/or in consideration of participating in the classes or activities sponsored by Stars Vipers, I, and on behalf of Children, agree to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss,

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liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or Children, or by our heirs, next of kin, assigns, or personal representatives, arising out of observing or using the facilities of Stars Vipers.

**PHOTO RELEASE:** I further grant Stars Vipers the right to photograph, videotape, and/or record Participants and to use Participants' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation, whether electronic, digital, or electronic publishing via the Internet. I will make no monetary claim against Stars Vipers for use of photographs and/or other digital reproductions.

BY SIGNING THIS AGREEMENT, I CERTIFY THAT I HAVE THOROUGHLY READ, FULLY UNDERSTAND, AND VOLUNTARILY ACCEPT AND AGREE TO ITS TERMS

Date: \_\_\_\_\_

Parent/Legal Guardian's Printed Name: \_\_\_\_\_

Parent/Legal Guardian's Signature: \_\_\_\_\_

Contact Information  
Stars Vipers  
1230 Borgfeld Road  
Schertz, Texas 78154  
210-566-3200  
www.starsvipers.com

**THIS ENTIRE CONTRACT AND FINANCIAL POLICIES MUST BE RETURNED IN ITS ENTIRETY.  
PLEASE DO NOT JUST RETURN THE SIGNATURE PAGE.**