

BACKGROUND

- A. Highrise Allstar Cheerleading is responsible for selection of the team.
- B. You wish to accept your position on a team/s.
- C. You agree to be bound by the terms and conditions of this Agreement in consideration for being selected in the Team/s.

1. INSTRUCTIONS

- 1.1 This document has been put into place to ensure that all athletes, staff and team officials representing Highrise Allstar Cheerleading are fully aware of the conditions of selection and agree to conduct themselves in a manner that sets a positive public image for Highrise Allstar Cheerleading, the sport of Cheerleading, the team and the athletes own personal profile within Australia and overseas by establishing standards of performance and code of conduct for all team members.
- 1.2 You should carefully read this Agreement so as to understand the document and the consequences flowing from any breach of its terms and conditions. It is recommended that you obtain independent advice in relationship to this document to ensure you fully understand all the terms and conditions. If you change or alter any part of this Agreement you will forfeit selection as part of a Highrise Allstar Cheerleading Team.
- 1.3 Complete and sign Schedule 1, which requires you to acknowledge your agreement and acceptance of the Agreement. Sign, where indicated in the presence of a witness above 18 years of age. The witness must sign the Agreement where indicated.
- 1.4 If you are under 18 years of age your parents or legal guardian should execute the Parent/Guardian consent set out in Schedule 2.
- 1.5 Athletes should retain a copy of this Agreement for their records, by making an official application for consideration for selection into the team you have agreed to adhere to the Highrise Allstar Cheerleading Agreement and Code of Conduct and accept any penalties imposed following a breach.
- 1.6 Send the signed Agreement to;

2/51-55 Bassett St,
Mona Vale, NSW 2103

2. DEFINITIONS

In this document the words and phrases below have the following meanings

1. **AASCF** – means Australian Allstar Cheerleading Federation
2. **ACSA** – means Australian Cheer Sport Alliance
3. **Athlete** – means any person wishing to accept a position or currently in a team at Highrise Allstar Cheerleading Pty Ltd.
4. **Bring into Disrepute** - In this Agreement the term “Bring the sport into Disrupte” means – To act in a manner that would lead the to dishonor or discredit of Highrise Allstar Cheerleading, the sport of Cheerleading, the team or squad or to affect the performance of yourself or a fellow team or squad member.
5. **Coach(es)** - means those person/s appointed by Highrise Allstar Cheerleading as Coach(es) of a Team or Class.
6. **Competing Gym** – means a business or non profit organisation which provides a service similar or in direct competition to Highrise Cheerleading. Competing businesses can be in direct geographical competition to Highrise Cheerleading or compete in competition against Highrise Cheerleading’s teams.
7. **Controversy** – means a state of prolonged public dispute or debate.
8. **Code of Conduct** - means the Code of Conduct detailed in this Agreement.
9. **Copyright** – means the Intellectual Property (including but not limited to - printed and published material, events, activities, awards, logos, identity or images) of Highrise Allstar Cheerleading
10. **Disrepute** – means to bring onto the sport, the organisation, individual/s or one self, damage or loss of reputation, discredit, dishonour, shame of good reputation and name within the sporting or general community.
11. **EP’s** – means Event Providers. Any organisation that hosts events throughout Australia or around the world.
12. **Equipment** – means Highrise Allstar Cheerleading’s sporting equipment.
13. **Eligibility Criteria** – means the performance standards, administrative requirements and personal standards set by Highrise Allstar Cheerleading
14. **Event** - means the competition/s for which the team is selected, any training or lead up events and associated travel.
15. **Highrise Cheerleading** – means Highrise Allstar Cheerleading Pty Ltd.
16. **Highrise Sports Centre** - means Highrise Sports Centre, a trading name of Highrise Allstar Cheerleading Pty Ltd.
17. **IASF** – means the International Allstar Cheerleading Federation.

- 18. Identity** - means your likeness, name, voice, signature, reputation, nicknames, media tags, photographs or caricatures or cartoons or anything else that identifies you.
- 19. Make up** – A lesson or service provided by Highrise Cheerleading as a substitute for a cancelled service.
- 20. Medical Practitioner** - means a medical practitioner appointed by Highrise Allstar Cheerleading.
- 21. Member** - means a Registered Affiliate of Highrise Allstar Cheerleading.
- 22. National Anti Doping Organisation** – means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, the conduct of hearings, at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee.
- 23. Team Official** – means any person elected or appointed to any position with Highrise Allstar Cheerleading or otherwise employed by Highrise Allstar Cheerleading.
- 24. Term** – means a period of time for which is invoiced
- 25. Term 1** – The period of January 28th 2020 – April 9th 2020
- 26. Term 2** – The period of April 10th 2020 – July 3rd 2020
- 27. Term 3** – The period of July 4th 2020 – September 25th 2020
- 28. Term 4** – The period of September 26th 2020 – December 13th 2020
- 29. Privacy Policy** – means the Privacy Policy published and available on the Highrise Cheerleading website.
(<https://www.highrisecheerleading.com.au/files/Privacy%20Policy.pdf>).
- 30. Rules** – means the Rules of Cheerleading approved by the USASF, ACSA or issued by the International Cheerleading Union.
- 31. Sponsor** – means a sponsor of Highrise Allstar Cheerleading or Highrise Sports Centre.
- 32. Team** – means any team of athletes, coaches officials or appointed support staff.
- 33. Team Manager** – means the person appointed by Highrise Allstar Cheerleading to have overall management and responsibility of the Team- generally a team coach or gym owner.
- 34. Team Uniform** – means the official uniform of Highrise Cheerleading and the Team.
- 35. Training Camp** – means a training camp organised by Highrise Cheerleading from time to time for the team.
- 36. USASF** – means United States All Star Federation

37. You – means the Team Member who's name appears on the first page of this Agreement and having signed and submitted Schedule 1. **Your and Yourself** - have the same meaning.

3. BEHAVIORS OF A HIGHRISE CHEERLEADING TEAM

The following is a guide to the professional standards required from each athlete in a Highrise Cheerleading team. Its purpose is to give athletes an overview of the professional standards requirement to be an athlete in a Highrise Cheerleading team.

Highrise Cheerleading, Team Officials and Administration Staff are all doing their utmost to ensure that all athletes have a long term success and are able to achieve their full Cheerleading potential.

Highrise Cheerleading regards highly all athletes in its competitive program and in return expects a high degree of personal integrity and competence. This by nature includes areas of personal conduct and behaviour as well as athletes endeavours and determination to succeed.

This document will assist players to understand the expectations of Highrise Cheerleading on athletes in competitive teams.

Be assured Highrise Cheerleading will do whatever it can to assist all athletes to become the best competitors they possibly can be. This will reflect positively on the athlete and Highrise Cheerleading as a whole.

COACHING STAFF VALUES

- Planning
- Excellence
- Respect
- Family
- Effort
- Challenge
- Team

COACHING STAFF BEHAVIOURS

The coaching staff will endeavour to;

- Continue to learn
- Be at the cutting edge of coaching practice
- Demonstrate consistent behaviour
- Be well prepared and plan thoroughly
- Believe in the process
- Be clear and decisive
- Strive for success

The coaching staff will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed;

- Fairness
- Maturity
- Personal Integrity
- Commitment to Coaching
- Commitment to Highrise Allstar Cheerleading

TEAM TRADEMARK

- Attitude
- One direction
- Team above Individual
- Effort

TEAM BEHAVIOURS

- Selfless
- Responsible for other team members
- Honesty
- Excellence

UNACCEPTABLE BEHAVIOUS

- Short cuts, not giving 100%
- Dishonesty
- Disrespect of fellow athletes, coaches and Highrise Allstar Cheerleading
- Breaching this team agreement
- Undermining or effecting the performance of fellow athletes

The team and squad will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed:

- Fairness
- Maturity
- Personal Integrity
- Commitment in achieving personal best
- Commitment to Highrise Allstar Cheerleading

4. INTRODUCTION

- 4.1 This agreement sets out the terms and conditions governing your selection for the team and participation in the event/s.
- 4.2 You agree:
- a) That your membership of the Team is conditional upon you signing this Agreement and complying with its terms and conditions, and
 - b) To be bound by and to comply with this Agreement.
- 4.3 This Agreement commences on:
- a) The date at which Highrise Cheerleading receives a signed copy of this Agreement from you, referred to as the "Commencement Date".
- 4.4 This Agreement concludes on Friday 13th December, 2020 at 7:00pm subject to your participation in any other event, official functions that may occur before Friday 13th December, 2020.
- 4.5 For the avoidance of doubt, this Agreement applies as a Team member at the event/s including Training Camps or lead up events.

5. CONDITIONS OF TEAM MEMBERSHIP

- 5.1 You acknowledge that your selection for, and continued membership of the Team, is at the discretion of Highrise Cheerleading and conditional upon;
- a) You signing and returning to Highrise Cheerleading this and the cover page of this Agreement and the form set out in Schedule 1;
 - b) Your parents or legal guardians, if you are under 18 years of age, must sign and return to Highrise Cheerleading the form set out in Schedule 2;
 - c) You, not at any time having been convicted of, or charged with, any serious offence involving alcohol or drugs, violence, sex offence or any child related offence which is punishable by imprisonment unless you have previously disclosed the offence in writing to Highrise Cheerleading and Highrise Cheerleading has consented in writing to you being available for selection in the Team;
 - d) You not at any time having been engaged in conduct which is or is not publicly known and in the absolute discretion of Highrise Cheerleading breach this Agreement or any Highrise Cheerleading Policy and would be likely to bring you, Highrise Cheerleading, the Team or the sport of Cheerleading into disrepute or controversy unless you have previously disclosed the offence in writing to Highrise Cheerleading and Highrise

Cheerleading has consented in writing to you being available for selection in the Team;

- e) You have satisfied the eligibility criteria for selection for the Team and being selected for the same.

5.2 You acknowledge that if you fail to comply with Clause 5.1, Highrise Cheerleading may terminate your membership of the Team and subject to the disciplinary procedures set out in this Agreement.

6. YOUR GENERAL OBLIGATIONS

6.1 Rules

- a) You must comply with Highrise Cheerleading's Rules
- b) You must comply with the USASF, IASF, ICU & ACSA Rules, constitution and By-Laws
- c) You must comply with all rules set out by Highrise Cheerleading
- d) Not attend any competing gym for any reason listed below during your term of membership with Highrise Cheerleading
- e) Attending competing gyms for any reason require clear written consent from Highrise Cheerleading
- f) Failure to abide by rules regarding attending competing gyms will result in an immediate Level 1 breach. Continuing to attend competing gyms will result in higher level breaches.
- g) Not in Highrise Cheerleading's sole opinion, be involved in, nor persist with, any conduct, activity or situation that may;
 - a) Harm Highrise Cheerleading or its name or reputation;
 - b) Harm the name of any sponsor;
 - c) Harm of interfere with Highrise Cheerleading contractual relationships with, or obligations to any sponsor;
 - d) Bring you, the team, team members, Highrise Cheerleading or a sponsor into disrepute, contempt, controversy, scandal or ridicule;
 - e) Offend public opinion or the sensibilities of any group.
- h) Not at any time be convicted of, or charged with, any offence involving alcohol, drugs, violence, child abuse or sex offences which are punishable by imprisonment;
- i) Not, by your acts or omissions, engage or participate in;
 - a) Direct and indirect discrimination;
 - b) Harassment;
 - c) Vilification; or
 - d) Child abuse; and
- j) Honestly and fully disclose and continue to disclose any information to Highrise Cheerleading concerning any matter arising in relation to your compliance with this Agreement, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

6.2 Behaviour

All Highrise Cheerleading Team Members must conduct themselves in a manner fitting of an athlete representing their club and sport ensuring their behaviour does not bring themselves, Highrise Cheerleading or other athletes into disrepute contempt, controversy, scandal or ridicule or affect the performance of any other athlete in the Team.

You must conduct yourself in accordance with the following values:

- (a) Attitude – My positive attitude is essential to overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.
- (b) Sportsmanship – I recognise that sport is greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.
- (c) Pride – pride drives me when the temptation to settle for something less. I am proud to have been chosen to represent our country.
- (d) Individual responsibility – I alone am responsible for my performance but I will be generous in acknowledging the support of others.
- (e) Respect – I respect sport, the efforts of my competitors, my team mates and officials.
- (f) Express – I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour.

6.3 You agree to comply with any written directions, not inconsistent with this Agreement, made by Highrise Cheerleading or a Team Official in relation to the control, management, administration and operation of the Team and provided to you by Highrise Cheerleading or Team Officials and sent to your email address provided by you on the first page of this Agreement or otherwise notified to Highrise Cheerleading in writing.

6.4 You agree that your obligations under this Agreement will bind your heirs, executors, assigns and personal representatives.

6.5 Your behaviour includes though is not limited to the following;

- a) Any behaviour deemed contrary to this code or the standards set by Highrise Cheerleading or Team Officials during competition, training camps, domestic or international travel or non-competition activities whilst representing Highrise Cheerleading.
- b) You must be punctual and always in the appropriate uniform for all competition and schedule training sessions and other planned meetings or functions.
- c) You must afford all team members the utmost respect for their rights, act professionally at all times including the period after you have finished competing.
- d) You must attend all lessons within 2 weeks of a competition

7. OBLIGATIONS

7.1 Highrise Cheerleading will provide you with:

- a) Administrative support, as determined appropriate by Highrise Cheerleading from time to time, to enable your participation at the Team Event;
- b) Coaching and administrative support, as determined by Highrise Cheerleading
- c) Public relations and media advice, as determined appropriate by Highrise Cheerleading from time to time; and
- d) Training uniform, competition uniform and all other required clothing for sale;

7.2 Athletes will be required to provide:

- a) Training uniform and appropriate competition uniform at events and trainings,
- b) Appropriate footwear to participate in Highrise Cheerleading training and events,
- c) Funds to pay associated fees which come from being a member of Highrise Cheerleading.

8. USE OF TEAM MEMBERS IDENTITY

8.1 You acknowledge that Highrise Cheerleading has and will continue to obtain sponsorship from organisations wishing to support the Team and Highrise Cheerleading.

8.2 To give effect to Clause 8.1, you agree to allow:

- a) Highrise Cheerleading to utilise your identity;
- b) Allow sponsors to utilise your identity to promote their association with Highrise Cheerleading subject to the sponsor not being a competitor of your personal sponsor.

8.3 You acknowledge that you do not have any rights, including intellectual property and moral rights, to any advertisement, promotion or document produced under this Agreement by Highrise Cheerleading which uses your identity.

9. ALOCHOL

- a) If underage you will adopt a zero-tolerance policy for the consumption of alcohol while a member of a Highrise Cheerleading team. You also when travelling on a junior team regardless of age will comply with the zero-alcohol policy.
- b) You will at all times act in accordance with the laws of Australia and other countries we visit (e.g. age restrictions) with regard to the consumption of alcohol.
- c) You will be expected as a responsible team member by reinforcing responsible attitudes and behaviours regarding the consumption of alcohol amongst all team members.
- d) You understand as a team member of an appropriate age (regarding each countries laws) that it has been deemed acceptable to consume no more than two alcoholic drinks with dinner at the team members personal cost.
- e) In line with Clause d) you undertake to accept the direction of Team Officials when requested to stop consuming alcohol.

10. COMPETITION, EVENT, DISPLAY AND TRAINING

- a) You will follow the instructions issued by and the discretion afforded to Team Officials when a member of a team.
- b) You will attend all training sessions unless previously arranged with Team Officials.
- c) You will immediately notify the Team Officials of any injury or illness whilst a member of the team.
- d) You acknowledge that in the lead up to and during competition you will not take part in activities that may cause or aggravate an injury or illness, which will prevent you from competing to the best of your abilities.
- e) You may not participate in any cheerleading competition, event, display, training or media activity, which is not sanctioned by Highrise Cheerleading. Such participation may be a breach of this Team Agreement and Code of Conduct, Highrise Cheerleading rules and Highrise Cheerleading Copyright and you may face sanctions including expulsion from the team and club.

11. MEDIA

- a) You agree not to make public comments about Highrise Cheerleading, Team Members or Team Officials without first gaining permission from Highrise Cheerleading.
- b) You agree to ensure that Highrise Cheerleading are made aware of any media or sponsor commitments.
- c) You are not restricted from commenting to the media on any aspect of your personal training, performance or on a particular competition.
- d) You acknowledge that your obligations under this Agreement survive the Term of the Agreement.
- e) You by agreeing to this document agree to provide Highrise Cheerleading with consent to use your image and profile for marketing purposes or other associated avenues for the positive promotion of Cheerleading and Highrise Cheerleading.
- f) You shall not allow your name, image, past performances or inclusion in a Team to be used for the promotion of individuals and organisations not sanctioned by Highrise Cheerleading.

13. SOCIAL MEDIA/BLOGGING

- 12.1 For the purposes of this Clause 12 Social Media and a “blog” is a type of website, messaging service or a webpage on a website, where entries are made (such as in a journal or diary), such as MySpace, Facebook, Instagram, Snapchat, TikTok and Twitter or public forums.
- 12.2 Team Members must only post Team Content on Social Media or a blog where they own all rights in relation to the content, and that content must be confined solely to the Team Member’s own personal Team-related experience.
- 12.3 Without limiting the generality of Clause 12.2, Team Member posting on Social Media or blogs should take the form of a diary or journal and should not contain any interviews with, observations of, or stories about, other Team Members. That is, a Team Member may, in describing his or her own Team-related experiences, include descriptions of or accounts of conversations with other Team Members, however the Team Member may not post content such as commentary, speculation or opinion about such other Team Members.
- 12.4 Team Members should not disclose on Social Media or in a blog any information that is confidential or private in relation to any third party, including without limitation information which may compromise the security, staging and organisation of the Team activities, any other Team Member, or the privacy of any other Team Member.
- 12.5 Team Member posting on Social Media and blogs should at all times conform to the values set out in Clause 6.2, be dignified and in good taste, and not contain vulgar or obscene words or images.
- 12.6 Team Members are responsible for obtaining consent from any other persons appearing in any still or moving images posted on Social Media or a blog.
- 12.7 Team Members must not post Team Content on Social Media or a blog on a website controlled by a third party that is, or is likely to be regarded as, a competitor of a Highrise Cheerleading sponsor.
- 12.8 Team Members must not permit any third party to reproduce or use Team Content that has been posted on Social Media or that Team Member’s blog, to promote the third party’s goods and/or services, and must take all reasonable steps to prevent such conduct.
- 12.9 Subject to Clause 12.10, Team Members posting Team Content in accordance with this Clause 12 must include a hyperlink on Social Media or the blog to Highrise Cheerleading’s website, www.highrisecheerleading.com.au
- 12.10 Team Members acknowledge that Highrise Cheerleading is not liable for any content placed by a Team Member on Social Media or a blog or the internet, irrespective of

whether the Team Member obtained Highrise Cheerleading prior written consent or complied with this Clause.

14. EXPENSES

- 14.1 You acknowledge that you will be required to pay any expenses incurred that are not otherwise covered by Highrise Cheerleading within fourteen days of being invoiced.
- 14.2 Failure to make payment will result in a late fee of 5%
- 14.3 Fees overdue for 30 days or more will attract a late fee of 10% and may incur further penalties, including but not limited to:
 - a) Debt Collection Agency
 - b) Removal from team and club
 - c) Early exit fees as outlined in Clause 14.5
- 14.4 No refunds are to be paid on any invoice or fee.
- 14.5 Early exit fees apply for leaving a team/removal from a team in addition to payment in full for current term. Early exit fees are outlined below:
 - a) Term 1 - \$0
 - b) Term 2 - \$200
 - c) Term 3 - \$350
 - b) Term 4 - \$500
- 14.6 You agree that by leaving the team you will pay all outstanding fees, early exit fee and current term fees.

15. REFUNDS

- 15.1 No refunds are to be paid on any invoice or fee for the following reasons:
 - a) Change of mind
 - b) Not attending a provided service
 - c) Not attending a make-up service rendered by Highrise Cheerleading
- 15.2 Refunds will be provided for the following reasons and early exit fees waived:
 - a) Injury or illness proven to prohibit the athlete from competing with Highrise Cheerleading
 - b) Death or serious injury
 - c) Service does not meet Highrise Cheerleading's standards
- 15.2 You agree to be bound by Highrise Cheerleading's refund policy which can be found at, <https://www.highrisecheerleading.com.au/online-forms.html>

16. TEAM UNIFORM/EQUIPMENT

- 15.1 You agree to wear the team uniform provided for sale to all training and competition sessions or as directed by Team Officials.

18. PRIVACY POLICY

- 18.1 You acknowledge and agree that Highrise Cheerleading may collect personal information from or about you from third parties, including personal, health, medical or biological information and any information about compliance with your obligations under this Agreement.
- 18.2 You acknowledge and agree that if a third party provides information to Highrise Cheerleading about you, or represent you in dealings with Highrise Cheerleading, and then Highrise Cheerleading has your permission to disclose your personal, health, medical or biological information to that third party.

- 18.3 Notwithstanding this Clause 18, Highrise Cheerleading will comply with the Privacy Act 1988 (Cth), the National Privacy Principles in Schedule 3 of that Act and the Highrise Cheerleading Privacy Policy with respect to the collection, use, disclosure, access and storage of your personal information.
- 18.4 The Highrise Cheerleading Privacy Policy is published and available on the Highrise Cheerleading website
- 18.5 You consent to Highrise Cheerleading collecting, using, disclosing and storing your personal information and sensitive information in accordance with the Privacy Policy and this Agreement.

19. SPONSORS

- 19.1 You agree to advise Highrise Cheerleading of any sponsorship commitments including the provision of any cheerleading equipment or uniform that you have entered into.

20. GOVERNING LAW AND JURISDICTION

- 20.1 You acknowledge the law of New South Wales governs this Agreement.

22. TEAM MEMBERSHIP DISCIPLINE PROCESS

- 22.1 You acknowledge that if you breach this agreement or act in any way that affects your performance or the performance of a team member you will face sanction under this agreement.
- 22.2 You acknowledge the level of breach will be categorised in one of the three categories by Team Officials. The reasoning behind the categories is to use the outcome of the breach rather than the action to determine the seriousness of the infringement.

Level 1

A level 1 breach is determined when the team member's actions have not brought the sport or club into disrepute nor affected their team mates but the outcome of the team member's actions have not been seen to be in the spirit of the team and this Agreement.

Level 2

A level 2 breach is determined when the team member's actions have not brought the sport or club into disrepute but the outcome of the athlete's actions have affected another team members performance in a negative fashion.

Level 3

A level 3 breach is determined when the outcome of the team member's actions are of a serious nature that has brought the sport and/or club into disrepute and/or effected their own or team members performance and are contrary to this Agreement.

23. ACTION ON A BREACH OF THIS AGREEMENT AND THE CODE OF CONDUCT

Where, after due consideration of any submission by you, Team Officials are of the opinion that the Athlete is in breach of this Agreement and Code of Conduct the Team Official may apply the following sanctions: -

Level 1 Breach

- Issue a verbal warning by Team Officials
- Team Officials will provide a formal report to the Highrise Cheerleading's owners where the incident will be noted on your file for future reference.
- Fines may be issued ranging from \$0-\$100

Level 2 Breach

- Issue a formal written warning by Team Officials followed by a formal report to the Highrise Cheerleading's owners where the incident will be noted on your file for future reference.
- Attend a formal meeting with team members affected, where you will be required to formally apologize for your actions to the team members affected.
- Highrise Cheerleading team officials may remove you from the team/club where you will be subject to Clause 14.5
- Fines may be issued ranging from \$100-\$500

Level 3

- Terminate your membership of the Team and Club
- Exclude you from further participation in the Event
- Subject you to Clause 14.5
- Fines may be issued ranging from \$500-\$1000
- Formally report the incident to the Highrise Cheerleading's owners in addition to Event Producers and ACSA where the incident will be noted on your file for future reference.

You acknowledge that Highrise Cheerleading has the right to impose further penalties depending on the severity of the breach of the agreement.

You acknowledge that Highrise Cheerleading will maintain a record of any breach's and penalties imposed for a period of five (5) years. Such breaches and penalties may be considered in regard of future team selection.

24. DISPUTE RESOLUTION

- 24.1 You acknowledge that any dispute arising from disciplinary action shall be dealt with by Team Officials in the first instance.
- 24.2 You acknowledge that at this stage there is no Appeals Process for these matters and all rulings are final.

26. SEVERABILITY

- 26.1 If a provision of this Agreement is invalid or unenforceable:
- a) The provision is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - b) That fact does not affect the validity or enforceability of the remaining provisions of this Agreement.

27. RELEASE AND INDEMNITY

27.1 You hereby agree to release Highrise Cheerleading from any liability whatsoever towards you, except any liability:

- a) Which cannot be excluded by statute or any other law; or
- b) Arising as a result of Highrise Cheerleading's negligence.

27.2 You hereby agree to indemnify Highrise Cheerleading from all claims, losses, damages, costs and proceedings of any kind which may be made against Highrise Cheerleading in any way arising out of or in connection with your breach of this Agreement.

28. ALTERATIONS

28.1 This Agreement may NOT be amended by any parties.

29. MINORS

29.1 You, if under the age of 18 years, acknowledge that this Agreement is for your benefit and that your selection as a Team Member is conditional upon your parents or guardians submitting the signed consent set out in Schedule 2.

Schedule 1

Acknowledgment of Agreement (Over 18 years of age)

I, _____ acknowledge that membership of the team is an honour and a privilege and that membership of the Team is subject to my absolute compliance with the terms of the Agreement to which this Schedule is attached.

I acknowledge that my membership of the Team and the benefits and entitlements associated with such membership, are conditional on my signing this Agreement and compliance with the terms and conditions set out in this document and I confirm:

1. I am currently in a financial position to afford the associated costs;
2. I acknowledge that I have read this Agreement and that I am aware that it creates a legally binding relationship between me and Highrise Cheerleading;
3. I understand that I will not be selected for the Team or may have my team membership terminated if I fail to satisfy the conditions set out in Clause 5 of this Agreement;
4. I understand the nature and extent of my obligations and the restraints imposed upon me by the Agreement;
5. I agree to comply with this Agreement;
6. I consent to Highrise Cheerleading using my personal information, sensitive information and health information as defined under any applicable State, Territory or Commonwealth laws in accordance with the Agreement;
7. I am aware that I may access my personal information, sensitive information and health information as held by Highrise Cheerleading at any time;
8. I agree to contact Highrise Cheerleading immediately if I change my personal information, sensitive information and health information as held by Highrise Cheerleading.

For ATHLETE on the _____ day of _____ 20____

Name of Team Member

Signature of Team Member

Witness Signature _____

Witness Name _____

Return form to – Highrise Cheerleading
2/51-55 Bassett St, Mona Vale, NSW 2103 or email:
callum@highrisecheerleading.com



Schedule 2

Parent/Guardian Consent for Minors

I/We are the parents/guardians of, _____ (the team member) and acknowledge (and if more than one, jointly and severally acknowledge) as follows:

1. That the team member is under the age of 18 years at the date of signing Schedule 3 of this Agreement;
2. I/We have read and understood the terms of the Agreement and have fully explained the terms of the Agreement to the team member;
3. I/We have had the opportunity to obtain independent legal advice or waived our right to this advice in relation to the terms of the Agreement;
4. The team member has read the Agreement and, together with the benefit of our explanation of its terms, understands the terms;
5. The Agreement is for the benefit of the team member;
6. The team member's membership to the team may be terminated or you (parents/guardians) may be subject to discipline set out in Clause 7, 14 and 22 of the Agreement in the event of any breach;
7. I/We guarantee the team members complete and punctual performance of the Agreement, including in respect of any release or indemnity in the Agreement provided by the team member in favour of any person;
8. I/We agree to comply with the Parent/Guardian Code of Conduct;
9. This consent is granted by the laws of NSW.

For ATHLETE under 18 years of age on the _____ day of _____ 20____

_____ Name of Parent/Guardian	_____ Signature of Parent/Guardian
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_____ Name of Parent/Guardian	_____ Signature of Parent/Guardian
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Witness Signature _____

Witness Name _____

Return form to – Highrise Cheerleading
2/51-55 Bassett St, Mona Vale, NSW 2103 or email:
callum@highrisecheerleading.com

