

PERFORMANCE AGREEMENT

This contract (the "Agreement") made and entered on «Execution_Date» (the "Execution Date"),

BETWEEN:

«Team_Name» of «Team_Address»

(the "Purchaser")

OF THE FIRST PART

- and -

REK Investments llc. dba North County Elite
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Service Provider is a professional cheerleading company known as North County Elite; and
- B. The Purchaser wishes to use the services of the Service Provider and is willing to undertake to do so, subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Purchaser hiring the Service Provider and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Service Provider

1. Any payments by check or money order should be made out to North County Elite. The Service Providers business address is as follows:
Address: PO Box 301773, Escondido, CA 92030
Telephone: 760-298-0418
Fax: 760-690-8655
E-mail: richardk03@northcountyelite.com

Business Address of the Purchaser

2. The Purchaser's business address is as follows:
Address: «Team_Address»
Telephone: «Team_Telephone_Number»
E-mail: «Team_Email_address»

Venue

3. The place of service (the "Venue") is located at:
Name: «Name_of_Venue»
Address: «Address_of_Venue» or Place of Mutual Consent

Service

4. The service to be provided by the service provider is generally described as a Cheer Camp (the "Service").

The Service provider will run an organized cheer camp which includes the following services:

Camp Services

1. Two Million Aggregate Liability Insurance
2. Motivating Warm-Up and Stretching Curriculum
3. Basic Cheer Motion Overview and Cleanup
4. Team Building Activities and Games
5. Most Common Cheer Jumps w/Timing
6. 40+ Demonstrated Stunts
 - a. Safety Overview
 - b. Stunting Drills
 - c. Two Leg Prep Level Stunts
 - d. Two Leg Extended Stunts
 - e. Single Leg Stunts
 - f. Transitional Stunts
 - g. Twisting Stunts
 - h. Tumbling Stunts
 - i. Turning Stunts
 - j. Tic Toc Stunts
 - k. Single Base Stunts
 - l. Basket Tosses

The Following Options have been added to the camp
«Camp_Options»

Date and Time of Camp

1. The camp will consist of approximately «Number_of_Participants» participants and be on «Dates_of_Camp» The camp will start promptly at «Camp_Start_Times» and end at «Camp_End_Time» with «Type_of_Breaks»

Payment

2. In full consideration for all services rendered by the Service Provider, the Purchaser agrees to pay the Service Provider at a rate of «Price_Per_participant» **US Dollars per participant** (the "Fee"). The Fee is due No later than **two weeks prior** to camp start date,. The minimum FEE for this camp is «Minimum_Fee_».

Deposit

3. The Purchaser will pay to the Service Provider a non-refundable deposit of \$«Deposit_Amount» Dollars that will be used toward the final balance as a deposit (the "Deposit") upon execution of this agreement. If the Purchaser fails to provide the Deposit promptly within One week of contract signature date, the Service Provider may cancel this Agreement without further obligation.

Cancellation

4. The Service Provider reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to thirty days of camp start date. In the event the Service Provider cancels the Service under the terms of this section, the Deposit will be returned to the Purchaser promptly.

5. Cancellation by the Purchaser for any reason after execution of this agreement will result in forfeit of the Deposit. **Cancellation by the Purchaser after two weeks prior to service start date will require payment of the balance owing to the Service Provider.**

Force Majeure

6. Neither the Service Provider nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Service Provider and the Purchaser. In Case of Inclement weather the Service Provider at its discretion will reschedule the service to be provided. If the Purchaser decides not to continue with the service the service provider would have earned at minimum the non-refundable deposit.

Indemnification

7. The Service Provider is responsible only for its own conduct. The Service Provider will be compensated by the Purchaser for any and all damage done to the Service Providers equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Service Provider harmless for any and all property damage or personal injury that results from or is related to the Service.
8. The Purchaser warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Purchaser, its employees, agents or guests in relation to the Service.

Governing Law

9. The Purchaser and the Service Provider submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.


Miscellaneous Terms

10. The Service Provider representative warrants that by signing this Agreement it has the authority to bind the Service Provider to the terms and conditions of this Agreement.
11. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
12. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Service Provider or to the Service Provider by the Purchaser, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
13. The Purchaser will be responsible for providing suitable power and electricity for the Service.
14. It is the intent of the parties to this Agreement that the Service Provider is an independent contractor and will control the manner and means of the Service. The Purchaser will control the scheduling of the Service

Provider. The Service Provider is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Service and it is expected that the Service Provider will enter other similar agreements with other purchasers.

15. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.
16. The Purchaser will need to provide a safe facility in which the service provider can conduct the service; this includes the use of safety mats which will minimize damage to participants in case of any accidents or use of a grassy area which would also minimize damage to participants. The Service provider highly discourages the use of hard surfaces to provide the service. The Service Provider may be able to provide Cheer Mats for use for an additional fee.
- 17. The Purchaser must provide the attached release forms from each participant's legal guardian. The release forms are to be mailed back to the service provider no less than 30 days prior to the camp start date. The release forms must be in alphabetical order and be accompanied by a participant roster which includes the name of the participant. The Service Provider at its discretion may be providing a wristband to each participant who has properly completed all necessary documentation and has been verified to being on the final roster. Any member without a properly completed release form will not be allowed to attend the camp.**
- 18. The Purchaser should provide each participant with a name tag on each day of service so that the instructors may personalize the experience for each participant.**

IN WITNESS WHEREOF the Service Provider and the Purchaser have duly affixed their signatures under hand and seal on _____ (Insert Date) ,



North County Elite

«Team_Name»

Release of Liability and Terms for North County Elite Events, Camps, Competitions, and Team Practices

The risk of injury from the activities involved in cheerleading are significant and have the potential for minor to serious harm and/or death. The sport of cheerleading involves such physical activities such as jumps, mounts, stunts, and tumbling. I knowingly and freely assume all such risks, both known and unknown. I understand the risks and willingly give permission for myself and or my child to participate in any cheerleading event, camp, competition, and/or Practices. I understand that participation of this activity requires that my child have health insurance that will be valid through all event or activity dates. I am certifying that I and/or my son or daughter is in good physical and mental health to perform rigorous activity and have never been told by a physician, that myself/my child is not in good physical or mental health to perform rigorous activity.

I the undersigned (if applicant/participant is 18 years of age or older) or parent/guardian of the below listed minor applicant/participant acknowledge and fully understand that each applicant/participant will be engaging in activities that involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but action, inaction or negligence of others, or the condition of the premises or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time, assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death, hereby release, discharge, covenants to indemnify, defend and not to sue north county elite or REK investments llc, its affiliated organizations and sponsors, their coaches, and associated personnel, officers, directors, board members, fellow team members, participants, volunteers, parents, instructors, demonstrators, including the owners and lessors of premises used to conduct the event and any assignees all of which are hereinafter referred to as 'releasee', from any and all liability to each of the undersigned, his/her heirs or next of kin for any and all against any claim by or on behalf of the applicant as a result of the applicant's participation in the event and/or being transported to or from the same, which participation, after careful consideration I hereby authorize, and which transportation I hereby authorize. The applicant/participant has been found physically capable of participating in the sport of cheerleading. I hereby give my consent to have an athletic trainer, coach and/or doctor of medicine or dentistry or associated personnel to provide the applicant/participant with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I, also agree to save and hold harmless and indemnify each and all parties herein referred to above as releasee from all liability, loss, cost, claim or damage whatsoever, including death or damage to property, which may be imposed upon said releasee because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the releasee, this includes payment of attorneys fees and legal costs actually incurred whether or not litigation is commenced. I have read the above waiver/release and understand that (I) we have given up substantial rights by signing this release and sign below voluntarily.

I/we, the undersigned parent hereby agree not to hold releasee liable for any injury, loss, damage, or accident that might be encountered while traveling to any destinations or while, training, or participating in any activities sponsored by North County Elite. I/we unconditionally agree to hold releasee blameless for any liability concerning my son/daughter's personal health and well-being, or any liability for my son/daughter's personal property that might be lost, damaged, or stolen while at any events. I/we have carefully read the foregoing and I/we understand that my/our signature herein holds releasee harmless for any liability for injury, damage, loss, accident, delay, or irregularity in schedule

Talent Release: I/we hereby assign and grant releasee the right and permission to use and publish the photographs/film/video tapes/electronic representations and/or sound recordings made of our son/daughter by North County Elite, and I/we hereby release releasee from any and all liability from such use and publication. I/we hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of releasee and I/we specifically waive any right to any compensation I/we may have for any of the foregoing.

I/We do hereby for ourselves, our heirs, executors and administrators waive, release, and forever discharge any and all rights and claims for damages which I/we may have or which may hereafter accrue to our child or myself against releasee for any and all damages which may be sustained and suffered by our child in connection with his/her participation with north county elite events, competitions, practices, and/or camps. By signing our signatures below, we are fully aware that we are responsible for all injuries that may occur to our child. This contract will abide under the laws of California and if any part of this contract is deemed void or unlawful I/we agree that the rest of this contract will remain to its full effect. This release will be valid INDEFINITELY WITH NO EXPIRATION

ARBITRATION. Except for matters within the purview of the California small claims court act, any controversy or claim arising out of, or relating to, this agreement, or the making, performance, or interpretation of it, shall be settled by Arbitration in San Diego county pursuant to the California arbitration act, ccp § 1280, et seq., and judgment on the Arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

For any athlete who is not yet 18 years old: As legal parent or guardian of this athlete, I hereby verify by my signature below, that I fully understand and accept each of the above conditions for permitting my child to participate in classes, events, competitions, camps, and activities conducted by releasee

I have read and agree with all terms that consist of being part of any North County Elite Events, Camps, Competitions

Printed Name of Participant: _____ **DOB** _____ **HM Ph #** _____

Address: _____ **City/State/Zip** _____

Allergies, Diseases, Disabilities, Chronic Illness, or Medications: _____

Emergency Contact Name: _____ **Emergency Contact Phone #** _____

Signature of Self/Guardian: X _____ **Guardian Name:** _____

Health Insurance Company: _____ **Policy #** _____ **Date:** ____ / ____ / ____

E-Mail address _____ **How did you hear about us:** _____



Congratulations!

**YOUR ORGANIZATION HAS CHOSEN
NORTH COUNTY ELITE ALL-STARS TO CONDUCT YOUR CHILDS CHEER CAMP**

OUR CAMPS OUR FUN INNOVATIVE AND EXTREMELY REWARDING

OUR CAMPS ALSO PROVIDE A GREAT OPPORTUNITY FOR YOUR CHILD TO EXPERIENCE HARD WORK AND DEDICATION

**IN ORDER FOR YOUR CHILD TO GET THE MOST OUT OF THIS CAMP
WE ASK THAT YOU DISCUSS THE FOLLOWING INFORMATION WITH YOUR CHILD**

It is important that your participant is in good mental and physical condition. Please make sure that your participant eats healthy, remains hydrated, and stays away from fast food prior to the camp start

Please make sure your participant stays away from any dangerous extracurricular activities as well as avoid outdoor activities that has the potential for exhaustion and or sunburn such as swimming in a pool or beach

Please make sure your participant does not get their ears pierced prior to attending camp, as no participant will be allowed to participate with any jewelry. With that said, please do not allow your participant to bring any jewelry to camp

Although your participant will have a small break, we strongly discourage bringing devices such as I-pods, game players, etc.; these items are a distraction and may be subject to theft

Please make sure that your participant brings at least three bottled waters with their name on it. Water breaks are limited and your participant may not have enough time to get water during a break unless they have their own

Please advise your participant that we expect the upmost respect from them at all times, any discipline issues will not be tolerated. Your participant may be asked to leave the camp with no refunds and or be reprimanded for their behavior with previously approved methods by your participant's head coach

Please make sure to sign the release form attached to this form, No participant will be permitted to participate without it. We will be giving those participants who have completed the release form a bracelet of participation at the beginning of the camp, and only those who have a bracelet may participate

Your participant will be encouraged to explore their limits and because of this your participant may be completely exhausted by the end of each camp, please be aware that this is completely normal

If your participant needs any medication please make sure that your participant head coach has it handy at all times, especially those who need inhalers

Your head coach should be providing you with more information such as appropriate attire for the camp and appropriate meal options. Any and all questions should be directed to your head coach

We may have a camp store soon after the camp so please give your participant money if they so desire to purchase. Items Range between \$5-\$20 dollars