

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, PHOTO RELEASE AND MEDICAL AUTHORIZATION**

In consideration of participating in the programs offered by Legacy Gymnastics Academy (AKA Kidzplex Inc.) including Gymnastics and USA Ninja Challenge I represent that I understand the nature of this activity and that my child(ren) are in good health, and in proper physical condition to participate in such an activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my child(ren)'s own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my child(ren) participation in the activity.

I hereby release, discharge, and covenant not to sue Legacy Gymnastics Academy, its Respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my child(ren)'s account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on the minor's behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

**PHOTO RELEASE** I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for my child(ren)'s participation I hereby grant permission for my child(ren)'s likeness to be used in Legacy Gymnastics Academy publicity or advertising.

**CONSENT TO MEDICAL TREATMENT:**

In the event of an accident or emergency I hereby give permission to Legacy Gymnastics Academy employees to administer first aid to my child(ren) to the extent they deem appropriate. I also grant permission for the Legacy Gymnastics Academy staff to transport or arrange for transportation by ambulance to a hospital for medical care for my child(ren). I understand efforts will be made to contact me before any action is taken, but if this is not possible, transportation to emergency services will be made and I will accept the expense. I hereby agree to be personally responsible for payment of all medical and dental expense including transportation, which may be incurred by myself or on behalf of my child(ren) as a result of any injury sustained while participating at Legacy Gymnastics Academy including future medical and dental expenses related to such injury.

The parents or legal guardian of the child(ren) will accept all expenses of such care. I understand Legacy Gymnastics Academy is not financially responsible for my time off from work to tend to my child's illness/injury.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

### **Payment Policies**

Members are required to sign up for automatic payment.

Payment is due in full **the third Friday of each session**. Students will be automatically re-enrolled in the next session and payment drafted from the credit card that is set up for auto payment.

Annual registration fee is due each year on your anniversary date (\$35 per student, \$60 per Family).

Fee is non-refundable and non-transferable.

**A written notice of cancellation must be received by the office 2 weeks prior to the due date to terminate billing charge**, your card will be processed until you drop enrollment.

**Any method of payment other than auto payment will be charged an administrative fee.**

There is a \$20 charge for each returned check.

In the event of an unpaid balance on your account or returned check it will be turned over to a collection agency. The customer will be responsible for all collection costs and attorney's fees.

Sibling and additional class discounts of 10% will be given to children of the same family.

**Discounts do not apply to any Team Levels.**

A \$10 testing fee will be charged for each test given outside of class.

**We reserve the right to cancel or combine classes if minimum enrollment requirements are not met.**

**MAKEUP POLICY**-Because of our strict student to teacher ratio Tots and Level 1-4 students are allowed **one** make up per month. Missed classes must be made up within one month of the missed class.

**No make-ups for Team Levels.**

No credits or refunds for classes missed will be given.

**ARRIVAL AND PICKUP**-Be sure your student arrives 5 minutes before (no earlier please) his/her scheduled class time. Please pick up your student on time. Reasonable effort to contact parent, legal guardian or emergency contact will be made if students are not picked up at the conclusion of class.

I have read, understand and agree to the above Legacy Gymnastics and Ninja Academy policies.

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_