

## **Gym South Agreement/Legalese/Waiver**

### **Photo Release**

I hereby authorize Gym South Gymnastics, and Ninja Zone to publish the photographs and videos taken of me and/or the undersigned minor children, and our names, for use in the printed publications, website and training purposes. I release Gym South Gymnastics and Ninja Zone from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize the use of their photographs, videos and names. I acknowledge that since participation in publications and websites produced by Gym South and Ninja Zone is voluntary, neither the minor children nor I will receive financial compensation. I further agree that participation in any publication and website produced Gym South and Ninja Zone confers no rights of ownership whatsoever. I release Gym South and Ninja Zone, its contractors and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

Signature\_\_\_\_\_

### **Release of Liability**

In Consideration of participation in Gymnastics/Ninja Zone, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe conditions are unsafe, I will immediately discontinue participation in the 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 own actions, or inactions, those of others participation in the event, the conditions in which the event takes place, or the negligence of the "releases" named below. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity. I hereby release, discharge, and covenant not to sue Gym South Gymnastics or Ninja Zone, its respective administrators, directors, agents, officers, volunteers, employees, other participants, 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 account caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost, which any may incur as the result of such claim. Any and all Ninja skills will be conducted in a safe gym environment and will hold Gym South Gymnastics and Ninja Zone harmless of any injuries incurred in and outside gym areas.

I have read the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, 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.

Signature\_\_\_\_\_

### **Payment Policies**

\_\_\_ It is the parent/guardian's responsibility to see that his/her child is picked up immediately after class.

\_\_\_ You must register your child each month for classes. In order to guarantee your child's spot in the exact same class, it is necessary to register BEFORE the last week of the month. All classes are first come, first served.

\_\_\_ No jewelry is to be worn during class, especially hoop earrings and necklaces. Long hair must be pulled back in a ponytail.

\_\_\_ Classes with two or less children in them after the first week will be closed. You will be notified and asked to choose another class time.

\_\_\_ Because your child's safety is so important to us, it is imperative that you be on time to class. The first 10 minutes of class are warm-ups. If your child is 10 minutes late (or more), they will not be allowed to participate in the gymnastics portion of class that day. NO EXCEPTIONS!

\_\_\_ Your tuition pays for your child's spot in class. Because of this, only one make-up per month is permitted. If your child misses warm-ups, and you decide to schedule a make-up class, that will be considered their one make-up class. All make-ups must be completed before the end of the month. They will not be carried over to the next month. No credits for missed classes or makeup's will be given.

\_\_\_ All sessions that contain a holiday will be prorated for the days affected, so no make-up will be needed.

\_\_\_ Gym South/Ninja Zone always offers a free trial class to make sure you & your child are as excited about our program as we hope they will be. Once you register and fill a spot in a class, no refunds will be given, with the exception of moving or a medical or family emergency. All refunds must have the approval of the owners and must be requested in the month in which your child is currently enrolled. child will receive a FREE trial class. Once they are evaluated and a class recommendation is made, you simply choose the day and time that is convenient for you. Your child's spot will not be reserved until full payment has been received. We will prorate if you join after the first of the month.

### **Covid 19 Acknowledgement/Release**

I understand that I may not bring a sick child to Gym South Gymnastics with a fever over 100.4. I also understand that I may not bring my child to the facility if they have come in contact with anyone who has tested positive for COVID-19 until a 14 day period has passed. I understand Gym South Gymnastics will be taking every precaution to clean, disinfect, maintain 6' distance and observe all guidelines listed on the Executive Order as possible. I understand the coaches and everyone at the gym will make every

effort to maintain social distancing, but that there will be times when incidental contact and less than prescribed physical distancing will occur. I am aware and agree that spotting is an essential part of training my gymnast/camper in order to keep them safe and to prevent injury. I will allow my child to be spotted where spotting is necessary. I further understand that I am voluntarily allowing my child to participate in programs and activities offered by Gym South Gymnastics, knowing that it is impossible to keep him/her, myself or anyone else who enters the gym completely safe from exposure to the COVID-19 virus. I accept that risk.

Signature\_\_\_\_\_