

Membership Agreement

1. I understand that all gymnastics memberships are based on School Year Program (September – June) divided into ten (10) week sessions. Classes are scheduled on ten-week session basis and the school will continue to enroll students for the next session unless otherwise notified two (2) weeks prior to the expiration of the session in which the student is enrolled.

2. I understand that a written notice notification to withdraw from a class must be given at least two (2) weeks prior to the beginning of the next session. If the notification is not given or it is given late, a proportionate amount from your deposit will be applied.

3. **Memberships are non-refundable, non-transferable, and cannot be sold.** I understand that I may not cancel prior to the expiration of my membership time, and the failure to partake of the provided facilities for any reason will not release me from paying full cost of membership.

4. Payment Plan:

- Membership fees are due before the first day of each session. Paid membership guarantees a place in class for that session. Any student is subject to dismissal from class if there is an unpaid balance on his/her account by the first day of any session. There will be no refund under any circumstances.
- There is a Security Deposit of \$72.00 (per family) required with initial purchase of membership. The deposit may be refunded or applied towards the last session prior withdrawal only if valid cancellation notice is given. The Deposit is not required with full year payment.
- There is an annual Registration and Insurance Fee of \$45.00 and is required by all participants – **no exceptions!** Your policy is a secondary accidental medical policy, which is valid only if you are a fully paid member.
- We offer Multiple Sibling Discounts and Full Year Commitment Discounts.
- There is a \$10.00 late charge for any membership fee paid after the first week of each session.
- There is a \$ 25.00 charge for any returned checks.

5. I understand that missed classes can be made up during the current school year (September through June). Make –ups can only be used if the student is fully paid, registered student for that session. Absence must be called into the school at least two hours prior to the scheduled class. A make up will be provided for excused absences only. There is a limit of two (2) make-ups per session. Make-ups must be scheduled through the office. Under no circumstances make up can be transferred to other students, and refund or credit be applied.

6. I understand that if under the terms of this Membership Agreement there is a breach of contract due to non-payment; Gym Land, LLC. reserves the right to turn your account over to an attorney or other agent for collection. Members will be charged for all collection costs incurred, including reasonable attorney's fees.

7. I understand that Gym Land, LLC. shall not be responsible for the inability to provide facilities of service due to force majeure, fire, accident, extraordinary maintenance or other causes which could not reasonably be prevented.

8. I hereby state that the above named applicant has no physical or mental conditions that prohibit full vigorous participation in gymnastics. I also understand that it is my responsibility to inform Gym Land, LLC. in writing of any physical or mental conditions that the Gymland's staff should be aware of in dealing with enrollee during activities and/or in case of emergency. Gymland's staff accepts no liability for failure to inform them of any conditions or limitations.

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9. I am fully aware of and understand the risk, including the risk of catastrophic injury, paralysis, and even death, as well as other losses associated with participation in gymnastics program. I understand that the above conditions and risk, and enroll the above named person at his/her/my own risk. I hereby indemnify and hold Gym Land, LLC., its officers, directors, employees, agents, representatives, successors, and/or assigns, harmless from and against any and all risk and liability assumed by or no behalf of the student, excepting therefrom acts of gross negligence by Gymland's staff.

10. I understand that Gym Land, LLC.. is not liable for personal injuries to the applicant's family members and their guests as they use the facility at they own risk.

11. **School rules and regulations:**

- The staff member allows no one in the gym part of the facility without supervision.
- Students may not wear jewelry of any type while participating in a class.
- Girls must wear leotards or shorts and tee shirt; be in bare feet or wear white athletic socks.
- Boys must wear gym shorts and tee shirt; be in bare feet or wear white athletic socks.
- Long hair must be tied back.
- Clothing not being worn during class must be stored in cubbyholes.
- No valuables should be brought into the school. We are not responsible for any articles being misplaced, lost or stolen.
- Any children, while on the premises, who are not participating in class must remain in the waiting area, and must be accompanied by a parent or legal guardian when using the restroom facilities.
- Gym Land, LLC. reserves the right to make changes to its Rules and Regulations whenever it is necessary for safety purposes or other good cause. Any changes to the rules will be posted in the gym, and it is your responsibilities to check on such changes.
- Gym Land, LLC. reserves the right to revoke membership of any member in case of disruptive behavior or a delinquent attitude of a member or his/her family or friends while on the premises or surrounding grounds.

In the event that a parents or legal guardian of a minor is unable to be reached in case of emergency, I hereby authorize and direct Gymland's Staff to contact the physician listed on the Registration Form.

I have read, understand and accept all the conditions of this agreement.

Parent or Guardian if under 18

Date