

U.S. GOLD GYMNASTICS & CHEER ACADEMY INC.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of participating in all activities at U.S. Gold Gymnastics and Cheer Academy, Inc., I represent that I understand the nature of these activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases” 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 participation in the activities.

I hereby release, discharge, and covenant not to sue U.S. Gold Gymnastics and Cheer Academy Inc., 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 activities take place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my 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 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 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, 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.

Printed Name of Participant

Birthdate

Signature of Participant (parent/guardian if participant is a minor)

Date

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been 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, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any releasee may incur as the result of any such claim.

Printed Name of Parent/or Legal Guardian

Signature of Parent/or Legal Guardian

Date

Daytime Phone Number

Evening Phone Number

Email

_____ I give permission for U.S. Gold to use photos or videos taken of the participant listed above during activities at the gym or off location events and use them for publications, brochures, general public relations efforts, the U.S. Gold website, and social media sites including but not limited to Facebook, Twitter, YouTube, and Instagram.

_____ Please add me to the U.S. Gold e-mail list. Please note, you are automatically added to the e-mail list upon enrollment at U.S. Gold.

U.S. GOLD GYMNASTICS & CHEER ACADEMY INC.

ENROLLMENT FORM

How did you hear about U.S. Gold? _____

Child _____ DOB _____ M F

Are there any medical conditions, special accommodations or allergies that we need to be aware of? (please list)

Child _____ DOB _____ M F

Are there any medical conditions, special accommodations or allergies that we need to be aware of? (please list)

Child _____ DOB _____ M F

Are there any medical conditions, special accommodations or allergies that we need to be aware of? (please list)

Guardian Name _____ Relationship _____

Phone _____ E-mail _____

Guardian Name _____ Relationship _____

Phone _____ E-mail _____

Address _____
Street City State Zip Code

Emergency Contact _____ Phone _____

Doctor _____ Phone _____

Insurance Company _____ Policy # _____

U.S. GOLD GYMNASTICS & CHEER ACADEMY INC.

POLICY FORM

(Please initial beside each item)

_____ **Tuition:** Tuition is due on the 1st day of each month. A late fee of \$10 will be assessed after the 8th. USG sends out monthly billing statements by email upon request. You are responsible for timely payment of your tuition whether you receive a statement or not. **If your account becomes 15 days past due, your child's spot will be forfeited and he/she will not be able to participate until the account is paid in full.**

_____ **Payment:** Everyone is required to choose one of the following options upon registering for classes: (1) Enroll in our automatic draft payment plan (2) Pay your last month's tuition upon enrollment (please note that the amount required to be held on your account may change as your child changes classes). Those not on our auto-pay plan may submit their payments at the front desk, the payment box located in the observation area, or mailed to US Gold at 4000 Haslet-Roanoke Rd. Ste 100, Roanoke, TX 76262. USG accepts cash, checks, money orders, Visa, Mastercard, and Discover. All payments are non-refundable. **There will be a returned check charge of \$25.**

_____ **Registration:** There is an annual \$35 registration fee due at the time of enrollment for every child (\$50 per family) who participates in the program. This fee will be automatically billed each year on your anniversary date.

_____ **Class Duration:** Classes will run for their scheduled length as long as three or more children are present for the class. Class time will be reduced by 15 minutes for a class with only two students. All classes with only one student present will run only 30 minutes.

_____ **Missed Classes:** Because of our strict student to teacher ratio, missed classes will not result in a make-up class, prorated tuition or refunds. No refunds for classes missed including scheduled holidays. Tuition will not be prorated or refunded for missed classes. Make-up classes are not available. We do offer one Open Gym Voucher per month to those students who have been absent due to illness. Holidays and bad weather days are not considered absences and you will not receive a voucher for these. It is your responsibility to ask the office for your Open Gym Voucher. The voucher must be given to the front desk to participate in Open Gym. We will not replace lost or stolen vouchers.

_____ **Withdrawal From Class:** A 30 day notice must be given in writing. You are responsible for payment for your student's class WHETHER OR NOT YOUR STUDENT ATTENDS CLASS until you notify the office staff VIA WRITTEN NOTICE. Failure to give this 30 day notice will result in the tuition being due immediately. Drop forms can be obtained from the front desk.

_____ **Privates:** Students must be enrolled in a class to do privates with coaches. Private lessons are arranged on your own with the desired coach. The gym is not responsible for privates.

_____ **Dress/Attire:** Please avoid clothing with buttons, snaps, hooks, zippers or belts. All children are asked to have their hair pulled back with no hair bows. No jewelry of any kind should be worn in class. Girls should refrain from wearing sports bras, tight and/or revealing tank tops, and "booty" shorts. Please make sure all attire is family friendly and that the athlete feels comfortable being spotted in it.

_____ **Drop-Off and Pick-Up:** Parents are responsible for dropping off and picking up children on time. You may drop off your child no more than five minutes before the start of their class or scheduled activity, and you must pick them up within five minutes of their class or scheduled activity ending. USG is only responsible for your children while they are in their class or scheduled activity. USG will charge your account \$5 if your child has not been picked up within five minutes of their class or scheduled activity ending. Please inform us if you will be late picking up your student. Instruct your student to wait inside the building and you should escort them from the building to your car. During peak times the parking lot is crowded. Please take into consideration that our students include young children. Please drive slowly and carefully. Don't take a chance on your student running to and from your car. **Parents allowing their children to enter and exit the gym unattended, do so at their own risk.**

_____ **Weather Days:** USG will follow it's own schedule for weather closings. Please check our website or voice mail for the most current information. We reserve the right to close for sudden, dangerous weather predictions after school has closed for the day. There will be no make-ups for bad weather closings.

_____ **Student Photos:** I give permission for USG to use photos taken of my child during activities at the gym or off location events and use them for publications, brochures, and general public relations efforts.

_____ **Social Networking:** I give permission for USG to use photos taken of my child during activities at the gym or off location events and use them on social networking sites including but not limited to Facebook, Twitter, and the USG website.

_____ **Policy Changes:** U.S. Gold Gymnastics and Cheer Academy reserves the right to change policies, waivers or fees.

I have read and agree to all of the above policies. I have received a copy of these policies.

Signature: _____ Date: _____

U.S. GOLD GYMNASTICS & CHEER ACADEMY INC.

POLICY FORM - CUSTOMER COPY

- **Tuition:** Tuition is due on the 1st day of each month. A late fee of \$10 will be assessed after the 8th. USG sends out monthly billing statements by email upon request. You are responsible for timely payment of your tuition whether you receive a statement or not. **If your account becomes 15 days past due, your child's spot will be forfeited and he/she will not be able to participate until the account is paid in full.**
- **Payment:** Everyone is required to choose one of the following options upon registering for classes: (1) Enroll in our automatic draft payment plan (2) Pay your last month's tuition upon enrollment (please note that the amount required to be held on your account may change as your child changes classes). Those not on our auto-pay plan may submit their payments at the front desk, the payment box located in the observation area, or mailed to US Gold at 4000 Haslet-Roanoke Rd. Ste 100, Roanoke, TX 76262. USG accepts cash, checks, money orders, Visa, Mastercard, and Discover. All payments are non-refundable. **There will be a returned check charge of \$25.**
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U.S. GOLD GYMNASTICS & CHEER ACADEMY INC.

BILLING AUTHORIZATION FORM

Monthly Automatic Billing Authorization

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees and penalties.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft or credit card account. I understand that a 30-day written notice is required to terminate billing and **I am responsible for payment whether or not my student attends classes until I notify this facility in writing to drop my student from class(es).**

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any current and/or future services.

Printed Name (as shown on card)

Signature

Date

Child(ren)'s Name: _____

Office will detach and shred immediately after entering.

Card Number: _____ (Visa/MC/Discover)

Expiration Date: _____ Security Code _____

Billing Address: _____
