

# RELEASE AND WAIVER OF LIABILITY

## Please Read Carefully

In consideration for the use of service, facilities, or equipment provided by Nasser Gymnastics, the participant hereby releases Nasser's Gymnastics, its subsidiaries, directories, employees, agents and volunteers (and each of their respective heirs, assigns, and legal representatives), on behalf of the participant or his or her heirs, assigns and legal representative, from any and all liability for negligence, bodily injuries, death or property damage to participant, arising out of participant's use of, or presence upon property, or services of Nasser Gymnastics.

The participant at Nasser Gymnastics understands, acknowledges, and agrees that gymnastics is a dangerous activity, and can result in injury to the person or to third parties. The participant is fully aware of the risks involved in engaging or observing any activity at or provided by Nasser Gymnastics, no matter how careful the participants and staff, no matter what safety equipment is used, the risk cannot be eliminated. Risk can be reduced but never eliminated. The participant voluntarily assumes all risk of loss, damage, or injury while on the premises.

The participant agrees to indemnify Nasser Gymnastics against, and save it harmless from, any and all damages, action, claims, judgments, cost of litigation and attorney fees which may result from the participants use of or presence upon the property or facilities or services of Nasser Gymnastics, including damage to the equipment use by Nasser Gymnastics, including damage to the equipment used by Nasser Gymnastics or lessor's property.

I hereby authorize Nasser Gymnastics to act for me according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the participant or participant's family. I certify to Nasser Gymnastics that I have no physical condition or mental impairment that would be affected by participation in activities of Nasser Gymnastics. I permit Nasser Gymnastics to use any photographs, videotapes, motion picture recording, or any other record taken while I am on the premises of Nasser Gymnastics, or engaged in any activity or event sponsored, promoted, or organized by Nasser Gymnastics for publicity, advertising, or any legitimate purpose.

I fully understand that there will be times when I or my child(ren) will be at gymnastics events when photographs will be taken by Nasser Gymnastics, Inc. for public relations purposes. I hereby stipulate and agree that any and all photographs taken of me or my child(ren) by the agents, officers, servants and employees of Nasser Gymnastics, Inc., whether said photos are taken at the gymnasium, any gymnastics event or other gym-related event, are the sole property of Nasser Gymnastics, Inc., and I make no claim to copyright or other ownership of said photos and/or the likenesses contained therein and hereby release Nasser Gymnastics, Inc. from any liability whatsoever for the usage of said photos.

By signing this waiver and assumption of risk and release, I acknowledge that I have read the above release and fully understand its contents. I agree to be bound by the terms of the release and understand that any and all risk, whether known or unknown, are expressly waived in advance. I certify that the participant is covered by insurance to cover any injury or damages I may suffer or cause, or else I agree to bear the costs for such injury or damage to myself, or others

### General:

- A minimum of five students is required for a class to be opened. Classes may be dropped or added due to enrollment.
- Please do not bring your child to class if he/she is ill.
- Parents are not permitted in the gym area. This is for insurance and safety purposes.
- Parents/Guardians please refrain from verbal distractions during classes.
- Recommended dress code for female gymnasts is leotards. Dress code for male dancers is a t-shirt and shorts. No zippers, snaps or jewelry may be worn. Gymnasts go barefoot in class. Cheerleaders may wear tennis shoes.

### Missed classes/Refunds/Withdrawals:

- Refunds or pro-ratio will not be granted for missed classes or withdrawals.
- In order to withdraw your child from Nasser Gymnastics you must notify the office prior to the first of the month..
- Check with office to see if you qualify for make-ups. Remember you are only guaranteed four weeks a month, and Months with five weeks can be used as make-ups. There are no make-ups if there are five weeks in a month.
- Make-ups are granted such circumstances as illness, death in the family or any event otherwise approved by the office.
- Make-ups must be scheduled ahead of time to guarantee available space.
- Please note that non-attendance does not constitute withdrawal.

**Tuition is due on the 1<sup>st</sup> of each month** and there is a drop box at the front office where you may leave your payment. There is a \$10 **late fee** for payments received after the 10<sup>th</sup> of the month. **An insufficient funds fee of \$30 is assessed for all returned checks in addition to the original amount of the check.**

**PARENT OR LEGAL GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER THE AGE OF 18.**

Signature of parent/legal guardian \_\_\_\_\_ Date \_\_\_\_\_

Print name of parent/legal guardian \_\_\_\_\_ Relationship to participant \_\_\_\_\_