TumbleBear Gymnastics, Inc. d/b/a Foothills Gymnastics Rules & Policies

We at Foothills Gymnastics, take pride in providing a safe, healthy, & fun environment for your child's fitness & development. For that reason, we provide the following rules & policies for our facility. Please read carefully & sign the portion on the Payment Agreement stating that you have read & agree to these Rules & Policies.

ENROLLMENT, FEES & PAYMENTS

1. You must sign a Release Form and a Payment Agreement in order for your child to participate in our program.

2. We accept credit & debit cards, checks and cash. All checks must be made to TumbleBear Gymnastics. Please indicate for whom you are paying in the memo section of your check so that payment will be credited to the correct account. Returned checks must be paid for in cash and will be charged a \$20 returned check fee. Envelopes are available for cash payments only. Please fill out envelope accordingly. Payment may be dropped in the payment box which is located in the lobby.

3. We do not send out monthly statements. Timely payments are your responsibility. Payments are due no later than the first week of each month. There will be a \$10 late fee added to your account after the 10th.

4. Fees are calculated using our 48 week year and divided by 12. This will be your monthly payment, regardless of how many classes your child attends each month or how many months out of the year your child attend.

5. An annual membership fee of \$25 is required. Registration of 2 siblings is discounted at \$35. Three or more siblings are discounted at \$40. This fee is paid annually on the anniversary of your initial registration. With your membership fee, you will receive discounted rates on Birthday Parties, Parent's Night Out, and other gym events. We cannot take registration over the phone. We cannot hold a spot in class until registration and first month's fees are paid. Registration fee is non-refundable and not included in tuition. All previous unpaid balances on any student that you have registered in the past, must be paid in full before new registration will be accepted.

MAKE UP CLASSES, WITHDRAWEL FROM CLASS, HOLIDAYS & INCLIMENT WEATHER

1. Make up classes are available in case of illness, injury or vacation. We will schedule make up times if classes are cancelled for any reason due to holidays, snow, etc. CREDITS WILL NOT BE GIVEN UNLESS THERE IS AN EXTENDED ILLNESS OR INJURY & ARRANGEMENTS ARE MADE IN ADVANCE. Make up classes must be made up within 2 weeks of the missed class. You must be enrolled in a class in order to make up any classes. In other words, make up classes cannot be carried over to the next month unless you are enrolled and pay for that month. 2. Make up classes are not available for when the gym is closed for Spring, Fall & Christmas Breaks and one week in the summer. These breaks are factored into your annual tuition. We are closed for Memorial Day, 4th of July, Labor Day, Halloween (night only), and 2 days for Thanksgiving. We will provide make up classes for these times. Please note that we do not close with the schools for holidays not listed or for teachers in service days, election day, etc.

3. Written notice of withdrawal must be submitted no later than the 20th to drop the upcoming month's classes. We do not prorate, except the students starting month, if starting in the middle of the month, nor do we give refunds. In case of an unforeseen, prolonged illness, or injury, class credits may be given upon the students return to class. In this case, notice must be given, and arrangements must be made after the first class missed. If drop notice is not given, your account will continue to be billed. Late fees will be applied and payment will be required until proper notice is given.

4. Normally, we follow the Maryville City School Schedule for SNOW DAYS. If in doubt whether a class has been cancelled due to weather, please call the gym. We will have a message on our voice mail letting you know if classes have been cancelled. We will provide make up classes for all classes missed due to snow.

5. Information concerning any changes in the schedule, make up times for holidays, or any special events held at the gym, will be displayed in the lobby in the form of a sign, on our tv, or in our newsletter which will be handed to your child every other month, and are also available at the front counter. You may also, on occasion receive a special flyer, note, or email when circumstances change or for special events. We have information available on our web site at fhgym.com. We are also on Face Book, and you can receive notifications if you are a member. YOU are responsible for reading the material that's made available to you to stay informed on what's going on in the gym. You will not be contacted by phone unless there is a change in your child's particular class.

GYM SAFETY & DRESS CODE

1. Entry to the floor or any equipment by non-participants will not be allowed. A participant is a student, or parent that is enrolled in a class and has filled out the necessary release forms. Only one adult per student in a Mommy & Me class is allowed in the gym. No one over the age of 18 is EVER allowed on any piece of equipment, mats, etc.

2. Participants are not permitted on the equipment without an instructor, at any time. Equipment includes, but not limited to mats, barrels, wedges, bars, beams, trampolines, vault, rings, or rope.

3. Students must wait in the lobby until it's time for their class to start. No "playing" in the gym before or after class is allowed.

4. No running. Running is not allowed unless directed by the instructor.

5. Chewing gum or smoking is not permitted on the premises.

6. Remove all jewelry prior to class. Clothing and other belongings should be stored in the spaces provided. We are not responsible for lost or stolen articles.

7. Loose clothing is not permitted. In many activities, a student's body must be spotted and loose clothing gets in the way. Clothing should be free of buttons and zippers which constricts movement. 2 piece leotards, & sports bra type outfits that expose the midriff are not encouraged. Shoes are not permitted in the gym.

8. Respectful social behavior is expected of all students and adults. Unacceptable behavior includes cutting in front of others, pushing, hitting, and bad or disrespectful language.

9. Long hair must be tied back and completely out of the face.

10. If student leaves class, they must tell their instructor. This includes going to the bathroom, getting drink, or early dismissal.

11. If at any time student feels unusual pain or discomfort, it is their responsibility to report it to their instructor immediately.

12. When class is dismissed, no student is permitted to leave the building without a caretaker. Students waiting to be picked up must remain inside the building.

13. No pets are allowed in the gym.

14. Please do not park in the Fire Lane beside the building, in the entrance of our parking lot or in the grass. This is for the safety of you and your child. Additional parking is available in the complex beside the gym.

OTHER SERVICES THAT WE OFFER

We offer parties, open gym, parent's night out, day camps, private lessons, field trips, and other group, or seasonal special events. Please ask a member of our staff for more information.

______, and who is the parent or guardian of (student's name) _______ and TumbleBear Gymnastics, Inc. d/b/a Foothills Gymnastics, who have entered into a payment agreement and parent agrees to make payments in accordance with the terms provided below:

- 1. Upon registering, student's class time will not be secured until all past due amounts, & current charges, (registration fees and first months fees) have been paid in full.
- 2. Monthly class fees are to be paid to TumbleBear Gymnastics, Inc. @ 919 Cherokee St., Maryville, TN 37804 on or before the **first week of every month.**
- 3. If payment is made after the 10th of the month, your account will be charged an additional \$10.00 late fee per child. (If mailing, payment must be received by the 10th.)
- 4. If payment is not made by the 3rd week of the month, student will not be allowed back into class until account is paid in full. Therefore, the student's spot in class will no longer be secured.
- 5. We do not accept post dated check and cannot hold checks.
- 6. Written notice of withdrawal must be submitted by the 20th of the month to drop class for the upcoming month. We do not pro-rate any month, except the students starting month when starting in the middle of the month, or give refunds after the 1st class of each month. If notice is not given, parent's account will continue to be billed, late fees applied and payment will be required until notice is given.
- 7. If class is missed, make up class must be made up within the month. We do not pro-rate for classes missed, unless there is an unforeseen extended illness or injury. In this instance, payments that have been made will be credited to classes upon the student's return to class. Refunds will not be given.

I have read the Payment Agreement. I understand and accept all its terms in full. I understand the possible consequences for failure to make timely payments. Parent or Guardian Names (printed): ______

Parent or Guardian Signature: _____ Date: _____

TumbleBear Gymnastics, Inc. <u>Donna Wormsley, Owner/Director</u> *Please let us know if you'd like a copy of this agreement.*

TUMBLEBEAR GYMNASTICS PHOTO RELEASE AGREEMENT

I hereby grant *TumbleBear Gymnastics* permission to use my or my child's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I authorize *TumbleBear Gymnastics* to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge the *TumbleBear Gymnastics* from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHIOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

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|-------------------|-------|---|---|--|
| Parent Signature: | Date: | | / | |
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(Please print legibly) 2021/2022 Foothills Gymnastics Registration

ALL INFORMATION IS MANDITORY

| Parent's Name | | | |
|-------------------------|--------|----------------|---------|
| Address | | City | Zip |
| Best Phone Number | 2nd | Eme | ergency |
| Heath Insurance Company | | E-Mail Address | |
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(E mail is how we send receipts, statements and class/event information.)

I have read the form entitled "Rules & Policies". I acknowledge that by participating in gym activities and/or moving around the gym with its equipment and possible uneven surfaces, there is a risk or injury. I acknowledge that I accept the risk and waive the option to sue should I, or any minors for whom I am responsible for, incur an injury. By waiving option to sue, I thereby release TumbleBear Gymnastics, Inc. d/b/a Foothills Gymnastics and its employees from liability for such injury. My child has no physical mental, or emotional problems that would interfere with participation in this program.

| * Signature | | | Date | | | |
|-------------|----------------|-----|----------|------------|-----------------|--|
| 1 | Participant(s) | Age | Birthday | Class type | Class day& time | |
| 2. | | | | | | |
| 3. | | | | | | |

All fees are due at the first week of the month. We do not provide class credits. Please indicate who you are paying for on your check. All forms must be completed entirely, and fees paid before your child will be enrolled in our program.

Office use only \Box Paid Registration \Box On Rolls