

## Recreational Gymnastics Student Enrollment Agreement

1. This agreement is between Unparalleled Gymnastics Academy (The School) and You, the parent as described below, for the benefit of your child(ren) as also described below.
2. I understand that under the terms of this agreement, The School obligates itself to furnish me with competent instruction and suitable facilities for teaching lessons. Qualified personnel trained in the procedures of gymnastics instruction supervise all class sessions.
3. The Parent hereby represents that the student is physically fit to receive and participate in the prescribed course.
4. I Understand that my tuition rate is based on the level of class as well as the length of course commitment and is not affected by my lesson schedule and/or attendance.
5. I Understand and agree that the school will not be held liable for injuries, damages, etc., not caused by or resulting from the negligence of owners, operators, employees or persons in charge of such establishment.
6. I Will faithfully comply with all the rules and regulations of the school and the training of gymnastics. I further understand that failure to complete lessons does not relieve me of my obligation to pay the tuition in full.
7. The Undersigned Agrees to receive and participate in, and the school agrees to teach, a course of gymnastics lessons.
8. As required by General Obligation Law, you have certain rights to cancel this agreement. You may cancel this agreement without any penalty or further obligation.
9. As part of this agreement, I have read and agree to the waiver(s) of liability attached. Further, should I bring suit against The School and lose, I agree to pay all legal fees including reasonable court costs and attorney fees sustained by The School in its efforts to defend itself against the suit.
11. I understand that The School retains the right to use any photographs, videotapes, motion picture recordings, or other record of activities performed in association with our program for publicity, advertising, or any legitimate purpose.
12. Permission To Treat: I hereby give permission to trained medical professionals to administer

emergency medical treatment to my child should sickness or illness occur in my absence:

\_\_\_\_\_ Yes \_\_\_\_\_ No

Student Information:

First Name Last Name Date of Birth Age Class Name

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Parent Information:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ Apt # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email \_\_\_\_\_

Emergency Phone \_\_\_\_\_ Relation \_\_\_\_\_

\_\_\_\_\_ I agree to pay the above in full before the commencement of classes.

I understand my rights and obligations as stated above.

\_\_\_\_\_

Parent's Signature

Notice of Consumer Rights

1. Our school's name is Unparalleled Gymnastics Academy. Our phone number is (330) 759-1916.
2. Both parties have the right to cancel this contract at any time.
3. This Notice of Consumer's Rights is an integral part of the Application and contract for membership.

\_\_\_\_\_  
Parent's Initials

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

("AGREEMENT")

In consideration of participating in any physical activities at Unparalleled Gymnastics Academy, 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 event 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 participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" 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 Activity. I hereby release, discharge, and covenant not to sue Unparalleled Gymnastics Academy, 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 Activity takes 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 further 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.

\_\_\_\_\_  
Date: \_\_\_\_\_

Printed name of participant

\_\_\_\_\_  
Signature of participant

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.

\_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of Parent/or Legal Guardian

\_\_\_\_\_  
Signature of Parent/or Legal Guardian 06/01/04