Mooresville, NC Studio Located at Talbert Pointe 179 Overhill Drive Mooresville, NC 28117 704-664-BFIT(2348)





Parental Consent & Medical Waiver
Gymnastic Street Tumbling \* Fitness \* Cheer \* Hip Hop

I understand that my son/daughter/self will be undertaking a street tumbling, dance, and/or fitness program. As with any physical activity there is potential for injury. I have health and liability insurance sufficient to cover any personal injury or property damage I or my child may sustain or cause while participating in or as a result of this program. I hereby waive and release Studio 202 Inc. DBA ACROFITNESS® (together with its affiliates, employees, consultants, agents, instructors and facility) and the other program participants from all rights, claims, liability, damages or injuries that might occur at the ACROFITNESS® studio or off site, during a class, during outdoor training or performances or otherwise as a result of this activity. I hereby indemnify them against all expenses, costs and losses, including reasonable attorney's fees and costs of suit that may arise with respect thereto.

I understand any pictures taken at the ACROFITNESS® studio or off site, during a class, outdoor training or performances is the sole property of ACROFTINESS® and may be used at their discretion.

Only Acrofitness pets are allowed on the ACROFITNESS property.

I understand that a class withdrawal form is required one month prior in order to apply your prepaid last month tuition. Notices received in the middle of the month will make you responsible for that months tuition, we will credit the following month with your last month tuition. If we do not receive the class withdrawal form, you will be responsible for all month's tuition, regardless of your child's attendance and your last month payment will be credited to May. There are NO exceptions to this policy. All fees are non-refundable.

Please be advised that if your son/daughter/self is currently under the regular care of a physician, has high blood pressure, is taking prescription medication, or has history of cardiovascular, back, knee, or shoulder disorders, we will require a physician's note granting your son/daughter/self permission to participate in the program. It is your responsibility to inform our staff of all allergies, previous broken bones, sprained or strained muscles and ligaments or any medical condition that may change or put this participant at further risk.

Date	Signature	o of navout or local guardian	
Child's Name	(Signature of parent or legal guardian)  D.O.B		
Parent's Name			
Street	Tov	vn	Zip
Home Phone #	Cell #	Work#	
Email	EMERGENCY Co	ontact	Phone #
Doctor	Phone #	Preferred Hospita	l
List any allergies, behavioral	/medical conditions and/or	r limitations, etc	

## **ACROFITNESS Policies**

ACROFITNESS offers trial classes for \$25 which must be accompanied with a signed medical wavier. Trial classes must be paid for prior to taking class. PLEASE NOTE: The trial class is <u>NOT</u> a free class. It is an opportunity to try our classes before committing to a registration fee and monthly tuition.

In order to register for classes all students must fill out a registration card and medical wavier. The registration fee, first and last month pre-paid tuition must be paid for at the time of registration. (Because of the full seasonal commitment; ACROFITNESS team members do not have to prepay their last month tuition, however non team siblings will need to pay their last month tuition up front.) The first month is the only month that can be pro-rated (if the student is starting mid-month.) The pro-rated fee is \$20 per class. The student may opt to either pro-rate or make up the missed class on one of the Friday make up days (whichever is more convenient and advantageous to the student). ACROFITNESS tuition is based on each class receiving 34 classes from the beginning to the end of the Acro season. Tuition has been conveniently broken down into 10 monthly installments.

In order to maintain the quality of our classes with an appropriate instructor/student ratio, ACROFITNESS will only allow make up classes with a written/legitimate excuse. ACROFITNESS will hold make up classes one Friday of every month. All 2-4 year olds may make up their class in any 2-4 class. If ACROFITNESS is closed due to weather; students may make up those classes in the make-up class. You will be notified by email, our website, Facebook, and we will leave a recording on our voicemail. All ACROFITNESS students must wear clean Adidas samba tennis shoes, and fitness appropriate workout clothing. Jewelry and provocative clothing is not allowed. Students must be on time for class. Students more than 15 minutes late will be asked to make up their class on the makeup Friday in order to ensure they are properly warmed up and stretched.

#### DROP OFF/PICKUP POLICIES:

ACROFITNESS is not responsible for getting students to and from classes. This is the responsibility of the parent/guardian. An instructor will be at the front door, to assist with the flow of the traffic. If your child is not ready at the front door when you arrive then you must circle around the building until they are ready. Students should arrive 5 minutes before the start of class and be picked up 5 minutes after the end of class. This 5 minute buffer will accommodate any discrepancies in clock synchronization. If you choose to utilize the drop off/pick up, your child needs to know your intentions and be informed to go immediately to the front door to look for you or be called. Regardless of the convenience of our drop off, parents of younger children (ages 2-7) should always plan to come inside and to ensure the younger children get to and from their classes. If you are running late a phone call at least 5 minutes before the class concludes will allow us to inform your child that you will be late. ACROFITNESS does not allow any student of any age outside without a parent. Students are prohibited from running across the drop-off/pickup lane to meet you in the parking lot or in the street. You must either park and come in to get them or go through the pick up line. If your child has any unsupervised (by a parent) wait time between classes they must use it as a study period at our lobby tables or utilize our jungle gym. Any child found running, misbehaving or being unruly in any manor will be escorted to the jungle gym, the parent will be called to pick up their child and they will need to pay for the supervised jungle gym play time. By my signature below I attest that I understand that ACROFITNESS has set these policies in place to ensure the highest quality of class room instruction and to minimize any potential for financial obligation misunderstanding.

## ACROFITNESS FREERUNNING, PEEWEE PARKOUR & PRINCESS PARKOUR

ACROfitness Freerunning (AFFR) offers one of the most realistic environments for children and young adults to try their hand at learning the ropes of freerunning and parkour. Freerunning and parkour activities that are inherently dangerous. Through proper training and safety measures these dangers can be substantially minimized and even avoided. Here at ACROfitness, we guarantee that our coaches keep safety in mind before any other aspect of training and we also teach kids to respect themselves and their surroundings so that they always practice safe and healthy training methods.

I, hereby agree to the following:

- 1. I recognize that the use of the ACROfitness Freerunning ("AFFR") facility and all related equipment and/or property (collectively, the AFFR Facility) have known and unknown risks of injury, including but not limited to: physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties.
- 2. That I am participating in the classes, programs or workshops offered by AFFR during which I will receive information and instruction about various physical fitness programs, including but not limited to, the art of freerunning. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and that I am fully aware of the risks and hazards involved.

# ACROFITNESS FREERUNNING, PEEWEE PARKOUR & PRINCESS PARKOUR

- 3. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in AFFR classes, programs or workshops. I represent and warrant that I am physically fit and that I have no medical condition that would prevent my full participation in the exercise classes, programs or workshops. I further represent and warrant that I will not be under the influence of alcohol or any substance, which would impair my ability to undertake activities in the AFFR facility.
- 4. In consideration of being permitted to participate in classes, programs or workshops, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
- In consideration of being permitted to participate in AFFR classes, programs or workshops, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
- 6. In consideration of Studio 202, INC dba ACROfitness to use the AFFR facility, I, my spouse, assignees, heirs, guardians and legal representatives hereby expressly assume all risks using the AFFR facility and voluntarily indemnify, release from liability, agree to defend and hold harmless Studio 202, INC dba ACROfitness and its subsidiaries and affiliates and any of their officers, directors, employees, agents, insurance carriers and representatives for any accident, injury, death, loss, theft damage to person or property, or other consequences suffered by me or my child arising or resulting directly or indirectly from my or my child's use of the AFFR facility, including but not limited to, claims arising from or related to Studio 202, INC dba ACROfitness negligence and for products liability, including strict products liability, except that which is the result of gross negligence and/or wanton misconduct.
- 7. In the event that my child or I is injured, I agree to assume financial obligation, either through my health insurance, or through some other means, for any medical costs that my child or I incurs. Studio 202, INC dba ACROfitness assumes no responsibility for any medical expenses, injury or damages suffered by me or my child on connection with my or my child's use of the AFFR facility.
- 8. I, my heirs and legal representatives, on my own behalf and/or on the behalf of my child, forever release waive, discharge and covenant not to sue Studio 202, INC dba ACROfitness its directors, owners, shareholders, officers, parents, affiliates, subsidiaries, coaches, employees, volunteers, sponsors, official and/or agents (collectively, the "Releasees") for any injury or death caused by their negligence or other acts while I or my child are on or about the AFFR facility or using equipment or participating in any program affiliated with Studio 202, INC dba ACROfitness, including but not limited to freerunning activities and training exercises, gymnastics, personal training, open gym hours and activities, and open gym use.
- 9. I agree as an adult participant, or as the parent/legal guardian of a minor participant, in consideration for being permitted to use the AFFR facility, grant Studio 202, INC dba ACROfitness, its parent, subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child in connection with Studio 202, INC dba ACROfitness, and to use the photograph and/ or recording with or without name identification for all purposes, including advertising and promotional purposes, in any manner and in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waiver any right to inspect to approve the use of any photographs or recording, and acknowledge and agree that the rights granted in this release are without compensation of any kind. All photographs and/or recordings are exclusive to Studio 202, INC dba ACROfitness.
- 10. I promise to hold blameless the Releasees in the even that my child or I suffer bodily injury or harm, and 911 or any other law enforcement agency is summoned and provides aid to either my child or myself. I promise to waive to the greatest extent possible liability for emergency services provided for either my child or myself an for any resulting consequences while on the AFFR Facility or subsequently thereafter.
- 11. I expressly agree that this release is intended to be as broad and inclusive as the State of North Carolina will allow and that if any portion is held invalid, I agree that the balance shall, not withstanding, continue in full legal force and effect.
- 12. I hereby acknowledge that Studio 202, INC dba ACROfitness has rules and policies in place regarding safety, use of the AFFR facility, and conduct. I acknowledge that I have reviewed and that I understand all safety rules and other rules of use and participation of the AFFR facility. I hereby acknowledge that failure to follow these rules and policies may result in complete revocation of all privileges provided by Studio 202, INC dba ACROfitness without refund of any prepaid fees.

## **BEHAVIOR CLAUSE**

If we have to bring your child out to you more than twice due to their disruptive behavior, we will remove your child permanently from the class. **Monies pad will not be refunded.** 

We are passionate about the many skills we have to share with your children however we are not a babysitting service and will not risk injury to your child or another child because of a student who is not paying attention or is disrupting instruction. Disrespectful and/or vulgar vocabulary will not be tolerated.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Signature _			Date:	_
Credit Card	Information:			
TYPE:	CC#		EXP	
		**THIS IS NOT AN AUTO DRAFT**		

ACROFITNESS tuition is due on the student's first class of the month. The student's tuition will be past due after the second week of classes and a \$10 late fee will apply. ACROFITNESS will require a copy of credit card information on file and will have permission to charge this card if payment is not received by the end of the month. The past due tuition plus a \$10 late fee will be charged. We will attempt to call and email the responsible party before charging the card. ACROFITNESS will not accept erratic payments for tuition. Tuition must be paid in full for the exact amount due. There is a \$25 non-sufficient fund fee for returned checks. If we are forced to collect debt you will be responsible for any court or legal fees. \*ALL IN HOUSE CARD TRANSACTIONS WILL BE SUBJECT TO AN ADDITIONAL \$3 FEE\*