

RULES, TERMS AND CONDITIONS

ANNIVERSARY FEE

All students are required to pay an annual anniversary fee, which remains valid for one year. The fee is \$50 for the first child and \$35 for the second child. Families with more than two children will not be charged for any additional students.

MAKEUP POLICY

Due to our strict student-to-teacher ratio, make-up classes are limited. A make-up class can only be scheduled after the missed class has occurred and must be arranged through the front desk. Students are allowed one make-up class per month and must be currently enrolled to qualify. Missed classes will not result in prorated tuition or refunds. There are no make-ups for missed make-up classes. Make-up classes must be scheduled within 30 days of the missed class; if not scheduled within this timeframe, the opportunity will expire. If your child is enrolled in both a class and a camp on the same day and misses the class due to camp attendance, they will receive a make-up class for the missed session. Makeups will **NOT** be provided when the gym is closed in observance of Federal Holidays.

DROP PROCEDURE:

PARENTS MUST NOTIFY THE SCHOOL TO DROP A STUDENT FROM CLASS. Only A written 30-day notice via email or a phone call is required to drop a class. Confirmation from our staff is necessary to finalize the withdrawal.

Please note: You are responsible for payment for your student's classes WHETHER OR NOT YOUR STUDENT ATTENDS CLASS until the time you notify the company VIA **WRITTEN NOTICE**. Please do not rely on your student to verbally let us know that he/she will no longer be attending classes. If a student stops coming to class without notification then that student's account will be charged for the additional 30 days. This charge will be for holding the student's place in that class instead of offering that place to one of the many on a waiting list.

WHAT TO WEAR

Boys or Girls may wear tucked in T-shirts and shorts OR Leotards for Girls. NO chewing gum or dangling jewelry. Hair should be pulled neatly and securely away from the face so that it stays up for the entire workout. Girls should not wear bows or other large hair ornaments that may cause discomfort during activity. Personal items should be left in cubby holes. Jewelry should not be worn during classes. **PLEASE LEAVE JEWELRY ARTICLES AT HOME.** This

facility's staff will not be responsible for ANY items that may be lost or stolen. Be sure your student's personal items are marked with their name.

ARRIVAL AND PICKUP

Be sure your student arrives 5 minutes before (no earlier please) his/her scheduled class time. Please pick up your student on time. Picking up late will result in a late pick up fee, since we have to supervise your child. The fee is \$10 for the first 5 minutes and \$1 per minute thereafter.

Please inform us if you know 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 may include young children. Please drive slowly and carefully. Do not take a chance on your student running to and from your car.

BILLING AUTHORIZATION

Monthly payments are automatically processed on the first day of each month. No refunds will be issued. I represent and warrant that if I am purchasing a product or paying for a service from this facility or from other merchants through this facility, (i) any credit card or bank account draft (ACH Draft) information I provide is true and complete, (ii) all charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay all charges at the posted prices, including any applicable taxes, fees, and penalties. A \$25 late fee will apply to any payment made after the 1st of each month.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account (including a 3% credit card usage charge). 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 and/or all current and future services.

YOUR LEGAL RIGHTS

In consideration for being allowed to participate in the Activity (defined below), I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors, and assigns, as follows:

1. **ASSUMPTION OF RISK.** I understand that there are activities, which include but are not limited to, artistic gymnastics, tumbling and trampoline, gymnastics teams, birthday

parties, open gym, adult gymnastics, homeschool gymnastics, preschool gymnastics, recreational classes, cheerleading and enrichment activities/classes (collectively referred to in this Release and Waiver of Liability as "**Activity**"), organized by Top Gymnastics and/or any affiliate, including but not limited to, Top Sport USA LLC (collectively, the "**Company**") at 12100 NE 16th Ave., North Miami, Florida 33161 ("**Premises**").

I choose to participate in the Activity. If (and only if) I have indicated that I am a guardian for minors participating (the "Minor(s)") below, I consent to such Minor(s) participation. My choice to participate and (if applicable) consent to the Minor(s) participation in the Activity is knowing, voluntary, and made for my personal enjoyment. I understand that my participation in the Activity involves inherent risks and dangers of accidents, emergency treatment, serious emotional, personal, and bodily injury including but not limited to: sprains, contusions, abrasions, fractures, bumps, bruises, cuts, soft tissue damage, dislocations, pinched fingers and/or nerve, spine, head, shoulder, neck damage, **paralysis, quadriplegia, death**, damage to myself, to property, or to third parties. I understand that these risks are inherent to the Activity and cannot be eliminated without jeopardizing the essential qualities of the Activity.

Risks associated with Activity can derive from but are not limited to: injury directly or indirectly associated with exposed springs, hooks, frames and/or other equipment, gymnastics equipment, lighting conditions, lack of supervision and/or trained spotters, spotting belts, lack of protective padding, mats, netting and/or other safety equipment, slipping and falling by myself or others, collision with others or with objects; hitting the floor in the foam pit; or other conditions of the facilities or equipment; incomplete warnings and/or instructions, negligence and/or omissions committed by Company, by other persons, or by me.

2. **RELEASE FROM LIABILITY.** I understand, and I have considered the risks involved and choose to voluntarily participate in the Activity with full knowledge of the risks. I voluntarily and freely choose to assume responsibility for all risks by signing this Release and Waiver of Liability ("**Release**"). I hereby voluntarily fully and forever release and discharge Company and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Activity from any and all injuries (**including death**), thefts, losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Company.
3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Company from and for all damages, losses, costs, or expenses (including legal fees) incurred by Company or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), theft, loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation or the

Minor(s)' participation in the Activity. I will reimburse Company if anyone makes a claim against Company in connection with my participation in the Activity, including, without limitation, any accident I or the Minor(s) may be involved in or any injury, loss, damage to me, the Minor(s), other parties or property however caused.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Company, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Company responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of Company. I have adequate insurance to cover any injury or damage that I may cause or suffer or else I agree to bear the costs of such injury or damage, including all medical treatment myself.
5. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Activity if I am unable to act on my own behalf. I understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation. I acknowledge that Company shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.
6. **REPRESENTATIONS.** I am over eighteen (18) years of age and I am in good health, I am not pregnant, and I have the proper physical condition and skill level required to participate in the Activity. I do not have any medical or other conditions that would impair my ability to participate in the Activity or any ailment that could be aggravated by my participation in the Activity.
7. **COVENANTS.** I will follow any and all instructions, recommendations, and cautions of Company at all times during the Activity, including, without limitation, in respect of my operation of any vehicle at the Activity or any other participation in the Activity. I will not operate or be a passenger in any vehicle or participant at the Activity while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which would impair my ability to operate or ride in a vehicle. If I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

I will follow the Company's Rules & Regulations that are posted on the Premises and that are listed in the "Rules, Terms and Conditions" waiver, which may be amended from time to time, and incorporated herein by reference. Any violation of any rule may result in forfeiture of the Activity without refund. Repeated violations of any rule may result in Company's refusal to allow me to participate in any Activity and in banning me from the Premises. Company reserves the right to refuse service to anyone. Specifically, Company will ask individuals or groups who are or pose a threat to the safety or well-being to themselves and/or others to leave the Premises.

9. **PUBLICITY.** In connection with my use of the Company's facilities at the Premises, I consent to the recording of my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("**Recordings**"). I hereby consent to and authorize Company and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any of Company's facilities and activities. I further agree that the foregoing includes the consent to use my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.
10. **EFFECTIVE DATE.** This Release is effective from the execution date and includes all future entrances to the Premises while enrolled in classes and for the next six (6) months thereafter, unless I expressly revoke this Release in writing to Company.
11. **GOVERNING LAW.** All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Miami-Dade County, Florida and I hereby consent to the exclusive jurisdiction of such courts.
12. **SEVERABILITY.** If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or portion of a provision of this Release or invalidate or render unenforceable such term or portion of a provision in any other jurisdiction.
13. **I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME. I ACKNOWLEDGE THAT NO CONTRADICTORY ORAL STATEMENTS HAVE BEEN MADE OR RELIED UPON ME.**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND CONSULT WITH LEGAL COUNSEL, OR I HAVE VOLUNTARILY WAIVED MY RIGHT TO DO SO.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF COMPANY IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY. IN SUMMARY, BY SIGNING, I ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY COMPANY RELATED ENTITY.

14. NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S).

NOTICE TO THE MINOR CHILD'S

NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF COMPANY (AS DEFINED ABOVE) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM COMPANY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND COMPANY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

1. I certify that I am signing this Release to allow one or more minor children listed below (collectively, "**Child**") to take part in the Activity.
2. I certify that I am the parent or natural guardian of my Child listed below and that I have authority to sign this waiver on his or her behalf. I certify that I have adequate medical insurance to cover any injury or damage that my Child may cause or suffer, or else I agree to personally bear the costs of such injury or damage and indemnify Company from any and all bills, losses, liabilities, claims, obligations, costs, damages or expenses that may result from my Child's participation in the Activity or use of Company's property.
3. I certify that my Child is in good health, in proper physical condition, has the skill level required to participate in the Activity, and that he or she does not have any medical or other conditions that would impair his or her ability to participate in the Activity. My Child does not have any ailment that could be aggravated by his or her participation in the Activity.

4. **IF PARENT OR NATURAL GUARDIAN WILL NOT BE PRESENT TO SIGN THIS RELEASE IN PERSON, THIS RELEASE MAY BE PRINTED AND FILLED OUT AHEAD OF TIME AND SUBMITTED WITH A COPY OF THE PARENT'S OR NATURAL GUARDIAN'S OFFICIAL GOVERNMENT PHOTO ID (I.E., DRIVER'S LICENSE OR PASSPORT).**

Printed Name:

Signature:

Date:
