

Metropolitan Gymnastics

Release of Liability Waiver

Due to insurance regulations, every person participating in classes and activities or entering the main facility must read and sign below as an acknowledgement that he/she understands the following agreement:

Name of participant: _____

Name of adult participant: _____

I (we) despite all reasonable precautions implemented for safety, am (are) fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses associated with participation in the programs or activities. I (we) knowingly and willingly assume all such risks. Consequently, I (we) hereby for myself, heirs, executors and administrators, do waive and release any and all rights and claims for damages against the owner, operators, coaches, and other members of Metropolitan Gymnastics, Inc. from personal injury or accident of any sort or nature suffered by me (us), the undersigned, by reason of participation or membership in classes, lessons or any programs or activities of Metropolitan Gymnastics Inc.

(Participant Signature or Legal Guardian- if under 18)

Minor Release

Name of participant: _____

Name of parent and/or legal guardian: _____

I, the minor's parent and/or legal guardian, understand the nature of these activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to losses or damages on the minor's account caused or alleged to be caused, in whole or part, by the negligence of the "releasees" or otherwise, including negligent rescue operations. I further agree any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

(Parent and/or Legal Guardian Signature)

Metropolitan Gymnastics, Inc. Membership Agreement and Release Form 2010-2011

This form must be filled out by new members, those registering for class, or upon reenrollment to Metropolitan Gymnastics' Programs. Please read and fill out both front and back sides of the form.

Child's Name: _____ M / F
First MI Last

Date of Birth: _____ Age: _____ School: _____
mm/dd/yyyy

Address: _____ City: _____

Zip: _____ Phone: _____ / _____ / _____
Home Cell Work

Email address: _____

Mother's Name: _____
First MI Last

Father's Name: _____
First MI Last

Emergency Contact: _____
First MI Last

Phone: _____ / _____ / _____
Home Cell Work

Doctor: _____ Phone: _____
Name Office Office

Date of last Physical: _____ Date of last Tetanus Immunization: _____
mm/dd/yyyy mm/dd/yyyy

Allergies: Yes / No Description: _____

Chronic Illnesses: Yes / No Description: _____

Medications: Yes / No Description: _____

Insurance Provider: _____ Group Number: _____

Other Pertinent Data: _____

Referred by: _____

THE SELLER, HEREINAFTER REFERRED TO AS "METROPOLITAN", HEREBY SELLS AND THE UNDERSIGNED BUYER, HEREINAFTER REFERRED TO AS "MEMBER", PURCHASES A MEMBERSHIP SUBJECT TO THE PROVISIONS OF METROPOLITAN MEMBERSHIP RULES, REGULATIONS AND POLICIES.

TYPE OF MEMBERSHIP

GYMNASTICS PROGRAM: _____

TEACHER: _____ **ENROLLMENT DATE:** _____

CLASS LENGTH: _____ **DAYS/WEEK:** _____

CLASS DAY: _____ **CLASS TIME:** _____

TERMS OF MEMBERSHIP

THE "ONE TIME" MEMBERSHIP FEE IS A PROCESSING FEE FOR NEW ENROLLEES. THE ANNUAL FEE ALLOWS THE MEMBER THE USE OF METROPOLITAN'S FACILITIES WHEN SUPERVISED BY STAFF MEMBERS. THE MEMBER SHALL ENJOY INSTRUCTIONAL PRIVILEGES ON A MONTH-TO-MONTH OR ON A SESSION-TO-SESSION BASIS. THE ANNUAL FEE EXPIRES ONE YEAR FROM THE PURCHASE DATE.

ADDITIONAL TERMS, RULES, REGULATIONS AND POLICIES

WARRANTY OF PHYSICAL FITNESS: MEMBER ACKNOWLEDGES AND WARRANTS THAT MEMBER IS IN GOOD PHYSICAL CONDITION AND THAT MEMBER HAS NO DISABILITY, IMPAIRMENT OR AILMENT PREVENTING MEMBER FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE, OR THAT WHICH WILL BE DETRIMENTAL TO MEMBER'S HEALTH, SAFETY, COMFORT OR PHYSICAL CONDITION BY SO ENGAGING OR PARTICIPATING, MEMBER FURTHER ACKNOWLEDGES THAT MEMBER HAS BEEN ADVISED BY "METROPOLITAN" TO SEE MEMBER'S PERSONAL PHYSICIAN BEFORE ENGAGING IN GYMNASTICS, DANCE OR FITNESS PROGRAMS.

MEDICAL EMERGENCY: I, THE UNDERSIGNED, GIVE MY PERMISSION TO METROPOLITAN GYMNASTICS, INC., OWNERS, OFFICERS OR EMPLOYEES TO SEEK MEDICAL ATTENTION AND/OR TREATMENT FOR THE PARTICIPANT IN THE EVENT THEY ARE UNABLE TO REACH THE PARENT OR GUARDIAN IN THE CASE OF ANY INJURY OR EMERGENCY FROM GYMNASTICS INSTRUCTION CLASSES AND/OR WHILE TRAINING OR TRAVEL TO AND FROM COMPETITION ITSELF WHERE METROPOLITAN OR AUTHORIZED REPRESENTATIVES OF METROPOLITAN ARE IN CHARGE. IN ADDITION, IN THE EVENT MY PREFERRED PHYSICIAN LISTED IS UNAVAILABLE, I HEREBY AUTHORIZE AND CONSENT TO MEDICAL, SURGICAL, AND HOSPITAL CARE, TREATMENT AND PROCEDURES TO BE PERFORMED FOR MY CHILD, BY A LICENSED PHYSICIAN OR HOSPITAL, WHEN DEEMED IMMEDIATELY NECESSARY OR ADVISABLE BY THE PHYSICIAN TO SAFEGUARD MY CHILD'S HEALTH AND I CANNOT BE CONTACTED. I WAIVE MY RIGHT OF INFORMED CONSENT TO SUCH TREATMENT.

(SIGNATURE OF PARENT OR LEGAL GUARDIAN)

(DATE)

(PARTICIPANT'S NAME- FIRST, MI, LAST)

ASSUMPTION OF RISK AND WAIVER OF LIABILITY: PARTICIPATION IN PHYSICAL ACTIVITIES SUCH AS GYMNASTICS CAN INVOLVE MOTION, ROTATION AND HEIGHT IN A UNIQUE ENVIRONMENT AND AS SUCH CARRIES WITH IT A CERTAIN ASSUMPTION OF RISK. THE UNDERSIGNED AND THE PARTICIPANT CHOOSE TO VOLUNTARILY ENTER UPON THE SAID PREMISES UNDER THE CONTROL OF METROPOLITAN, KNOWING THEIR PRESENT CONDITION AND KNOWING THAT SAID CONDITION MAY BECOME MORE HAZARDOUS AND DANGEROUS DURING THE TIME THE PARTICIPANT OF THE UNDERSIGNED IS UPON SAID PREMISES. IN CONSIDERATION OF ALLOWING THE NAMED CHILD TO ENROLL IN THE PROGRAM TO LEARN AND PRACTICE GYMNASTICS THE UNDERSIGNED AGREES THAT THE USE OF ANY OF THE "METROPOLITAN'S" FACILITIES SHALL BE UNDERTAKEN AT THE SOLE RISK OF THE MEMBER. "METROPOLITAN" SHALL NOT BE LIABLE FOR ANY DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF THE MEMBER'S USE OF THE "METROPOLITAN" FACILITIES, EQUIPMENT, OR INSTRUCTION.

I, UNDERSTAND, BEING THE LEGAL AND ACTING GUARDIAN OF THE CHILD AND ACTING FOR MYSELF ON BEHALF OF THE CHILD, RELEASE AND HOLD HARMLESS METROPOLITAN GYMNASTICS INC., ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE CHILD AND/OR THE UNDERSIGNED WHILE IN/ON OR UPON THE PREMISES OR WHILE AT ANY OTHER PREMISES OR PLACE WHEN UNDERTAKING ACTIVITIES WHATEVER KIND OR NATURE RELATED TO ACTIVITIES SPONSORED BY METROPOLITAN GYMNASTICS, INC., OWNERS, OFFICERS, AGENTS OR EMPLOYEES. I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY.

(SIGNATURE OF PARENT/GUARDIAN)

(PARTICIPANT'S NAME- FIRST, MI, LAST)

(DATE- MM/DD/YYYY)

(METROPOLITAN GYMNASTICS, INC. REPRESENTATIVE/WITNESS)

PAYMENT AND FEES

THE REGULAR MONTHLY TUITION IS RECORDED AT THE BOTTOM. **TUITION IS REQUIRED IN FULL PRIOR TO THE START OF ANY CLASS.** ONLY NEW STUDENTS CAN BE PRORATED IF THEY START MID MONTH. THE \$5.00 DISCOUNT IS ONLY GIVEN TO MEMBERS WHO PAY THE WEEK PRIOR TO THE SESSION OR MONTH. THE \$5.00 DISCOUNT IS NOT GIVEN TO ANYONE WHO IS PRORATED TO BEGIN CLASSES. **THERE IS NO PRORATING FOR MISSED CLASSES. NO CREDITS OR REFUNDS ARE GIVEN FOR TUITION.** ANY TUITION THAT IS NOT PAID BY THE MONTH OF THE SESSION WILL RECEIVE A \$15.00 LATE FEE. PLEASE REMEMBER THAT YOU MUST NOTIFY US IF YOU INTEND TO DROP BEFORE THE BEGINNING OF THE MONTH OR YOU WILL BE RESPONSIBLE FOR THE ENTIRE MONTH'S TUITION. **MAKE UP CLASSES ARE NOT OFFERED. AN OPEN GYM PASS WILL BE ISSUED IN THE EVENT OF A MISSED CLASS. WE WILL HONOR ONE PASS/MONTH PER ENROLLED CHILD.**

PLEASE INITIAL: _____

DROP POLICY

PLEASE NOTE THAT YOU MUST GIVE IN WRITING, A NOTICE THAT YOU ARE DROPPING TWO WEEKS PRIOR TO THE END OF THE SESSION. IF YOU FAIL TO NOTIFY THE OFFICE, YOU WILL BE RESPONSIBLE FOR ALL SESSIONS TUITION UNTIL WRITTEN NOTICE IS GIVEN. ALL SPORTS ARE RESERVED UNTIL YOU NOTIFY THE GYM THAT YOU ARE NO LONGER ENROLLED IN THE PROGRAM. YOUR CHILD WILL BE DROPPED FROM OUR PROGRAM UNLESS TUITION IS PAID BY THE LAST WEEK OF THE SESSION.

PLEASE INITIAL: _____

INSUFFICIENT FUND POLICY

METROPOLITAN GYMNASTICS INC. USES CASH FLOW TO COLLECT FUNDS FOR RETURNED CHECKS. THE AMOUNT OF THE CHECK PLUS AN ADDITIONAL FEE WILL BE COLLECTED. IF YOUR CHECK IS RETURNED UNPAID, "I WILL PAY THE CHECK AMOUNT AND ALL APPLICABLE SERVICE FEES, TAXES AND RELATED EXPENSES PERMITTED BY LAW."

(SIGNATURE)

MEMBERSHIP FEE: \$ _____
ANNUAL FEE: \$ _____
MONTHLY TUITION: \$ _____
2ND FAMILY MEMBER 10%: \$ _____
3RD FAMILY MEMBER 10%: \$ _____
TOTAL DUE: \$ _____

FAMILY MEMBERS ENROLLED IN CLASSES:

FIRST	LAST	AGE	CLASS	DAY	TIME

REGULAR TUITION FOR MEMBER: _____ TOTAL HOURS REGISTERED: _____
FAMILY TUITION: _____