

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

As legal guardian, I hereby consent to the aforementioned person participating in the West Valley Gymnastics School programs. I recognize that participating in this sport may be a dangerous activity involving MANY RISKS OF INJURY. I understand the dangers and risks include, but are not limited to, death, serious neck or spinal injury, which may result in paralysis, brain damage, serious injury to all internal organs, injury to all bones, ligaments, muscles, tendons, and other aspects of my child's body. I understand the dangers and risks of playing or practicing may result not only in serious injury, but in serious impairment of future ability for my child to earn a living, engage in business, and generally enjoy life.

I understand that it is the express intent of West Valley Gymnastics School to provide for the safety and protection of my child, and in consideration for allowing my child to participate, I hereby assume all the risks associated with the sport (of gymnastics) and agree to hold West Valley Gymnastics School, its officers, employees, teachers, and coaches harmless from any and all liability, causes of action, debts, claims, or demands of any nature whatsoever which may arise in connection with my child's participation in any activities related to the program. The terms hereof serve as a release.

I, as the parent/legal guardian, have read the above warning and release and understand its terms. I understand the sport (of gymnastics) involves many risks, including but not limited to those outlined above.

PERMISSION TO TREAT

I fully understand that West Valley Gymnastics staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby release the West Valley Gymnastics staff to render temporary first aid to my child in the event of any injury or illness, and if deemed necessary by the West Valley Staff to call our doctor to seek medical help, including transportation by a West Valley staff member, and or its representatives, whether paid or volunteer, to any health care facility or hospital, or the calling of an ambulance for said child should the West Valley Gymnastics staff deem this to be necessary. I do hereby authorize any trained medical professionals to administer emergency medical treatment to my child should illness or accident occur in my absence.

MEDIA RELEASE

Any person, including your child, may be photographed while in class or at WVGS events. These photos may be posted at WVGS, on the WVGS website, in WVGS promotional materials, or on the WVGS social media pages. I hereby waive all rights of privacy and/or compensation for me or my child, which I or he/she may have in connection with the use of my or her/his photograph or likeness, or any or all of them. I, for myself, my child and our respective heirs, administrators, successors and assigns hereby release West Valley from and against any and all claims, liabilities or damages arising out of, or in connection with, the use of my, or my child's photograph or likeness, or any or all of them, by West Valley for its business promotion activities.

Your Child's Class

Class Enrollment: Once you start your child in our program, by paying membership and tuition, we consider your child enrolled. This means that your child automatically remains on the class rolls into ALL future months. You may withdraw at any time by notifying WVGS in writing. We require at least 24-hours' notice to remove your child from a class.

Transferring Classes: You may transfer, or add, classes at any time throughout the year (wherever and whenever space is available). This must be scheduled through the Office.

Dropping a Class: You may withdraw at any time by notifying WVGS in writing. We require at least 24-hours' notice to remove your child from a class. If you drop your child from class for a period of time, but plan on returning, DO NOT assume your child can come back to their original class time. Call the Office prior to your return to obtain class availability information, as we may have filled that position. If you are planning to drop your child from class, be sure ALL makeups are done prior to the drop date. No makeups will be honored after you have withdrawn from the program (see Makeup Policy). Proof of notification is your responsibility. Please do not rely on communicating verbally to the coaches or the office staff.

Parents in Class: Parents are not allowed on the floor at any time during their children's class. Parent participation classes are the only exception. Parents may view classes from the lobby and viewing areas.

Photography: Any person, including your child, may be photographed while in class or at WVGS events. These photos may be posted at WVGS, on the WVGS website, in WVGS promotional materials, or on the WVGS social media pages.

Code of Conduct: The mission of WVGS is to build happy, healthy and successful children through the sport of gymnastics. WVGS grants the privilege of membership to individuals committed to that mission. WVGS may, therefore, withdraw the privilege of membership or discipline a member where WVGS determines that an individual's conduct is inconsistent with the mission of WVGS or the best interest of the gym, the staff and/or other members.

Tuition and Fees

Membership Fee: All students are required to pay an annual membership fee. This fee is paid at the time of enrollment and then again every twelve months. This charge is non-transferable and non-refundable. There are no family discounts on the membership fee – it is a per child fee.

Automatic Charges: WVGS requires prepayment of tuition and fees through our automatic charge program. Charges to your credit card will be posted during the last week of the month for the following month. Charges will continue until you have notified WVGS, in writing, that you wish to cancel your enrollment. You may avoid your credit card being charged by paying prior to our automatic charge date, posted at the gym.

Automatic Drop: If your child misses four consecutive classes, without notifying the office, they lose their class position and will be automatically dropped from the class. Excused absences will not result in a drop.

Unpaid Tuition: UNPAID tuition will result in an AUTOMATIC DROP. If tuition is not paid by the second class meeting of the month, your child loses their class position. Timely tuition is the only way to secure a class position. When WVGS does an Automatic Drop, it does not relieve you of the financial responsibility already incurred. *You are required to pay for all classes through the month you have given WVGS written notification of withdrawal, or the month of the Automatic Drop*. If you are no longer attending WVGS and have an outstanding balance, your account will be sent to our collections agency. All accounts that are sent to our collections agency are subject to a \$25.00 collection fee. Missed classes cannot be transferred to future months in place of tuition. There are no fee adjustments for missed classes (see Makeup Policy).

Discounts: WVGS offers a 'Family Discount' for your 2nd (and subsequent) child's class fees, and a 'Multi-Class Discount' for children attending more than one class per week (not applicable to classes that meet multiple times a week). All WVGS discounts apply to full month fees and to customers with current accounts. Checks: Tuition is considered paid on the date it is received by our office staff, not the date of the check. There is a \$25.00 charge for the first time a check is returned to us and a \$40.00 charge for the second time. WVGS will not redeposit your check. The only remedy for this oversight is cash, or charge, and must be paid by your child's next class meeting.

Refunds: There are absolutely NO REFUNDS. If you withdraw from a class mid-month, you will be credited for the pre-paid portion of the month following your written notice. All gym credits given to a customer are nontransferable between different families, nor refundable.

Closures: The gym will be closed for posted holidays throughout the year. Class fees are not prorated when the gym closes. Classes are charged based on four weeks per month. Months with five weeks, account for the holiday closures.

Late Pickup Charge: There will be a fee applied to your bill of \$5.00 per every 15 minutes that you are late to pick up your child. Team Fees: Team Assessment Fees are due the month of Intrasquad and are nonrefundable after that.

Makeup Policy

We believe it is important that our students attend their regular classes as much as possible. However, if a student must miss a class, we offer makeup classes as a courtesy. During the school year (September through May), students may schedule one makeup class during the second full week of each month. During the summer (June, July, and August), students may schedule one makeup per week.

Makeups are only permitted if:

- You are currently enrolled in a regular class.
- Your account balance is zero.
- Space is available in an age / level appropriate class.
- You must make an appointment through the Office for a makeup class.
- Scheduling for makeups must be done within seven days of your makeup.
- Sign-ups are on a first-come-first-served basis.
- Makeup classes accrue each month from September 1st to August 31st every year. All makeups accrued must be completed by August 31st as they will reset to zero on September 1st each year. (A class missed on 8/31 will accrue a makeup for the new makeup year.)
- There are no makeups for missed makeup classes.
- There are no makeups for gym closures.
- Missed classes cannot be transferred to future months in place of tuition. There are no fee adjustments for missed classes.
- No makeups are given to any Team Competitors (Xcel, Pre-Team 3, or JO).

POLICIES ARE SUBJECT TO CHANGE AT ANY TIME AT WVGS DISCRETION