

## **RELEASE AND WAIVER OF LIABILITY**

ASSUMPTION OF FULL RESPONSIBILITIES FOR ALL RISKS OF BODILY INJURY, DEATH OR DAMAGES.

As parent or legal guardian of the child I am registering, I give my consent for him/her to participate in the programs at KIPS Gymnastics, LLC. I understand that participation in gymnastics and any related activities always involves certain risks, and may result in unavoidable injuries due to the height, rotation, and motions involved in a unique environment. These injuries may include muscle strains and tears, broken bones and sever injuries including, but not limited to, permanent paralysis or even death. I am fully aware of the risks and possibility of injury involved. KIPS recommends that you seek the advice of your physician before commencing any exercise routine. As a parent or legal guardian, I assume any and all risks of injury associated with or in any manner related to his or her use of or presence upon KIPS premises, as well as use of any exercise equipment located within KIPS facilities. This waiver applies regardless of whether using exercise equipment at the time of the injury or whether injury occurs as a result of presence upon the premises regardless of the purpose or activity at the time of the injury-causing incident.

As a parent or legal guardian, I agree to provide health insurance for the minor child or guarantee payments of any and all medical expenses incurred as a result of training, performing or participating in activities of KIPS Gymnastics, LLC.

I understand it is this gym's express intent to provide for the safety and protection of my child and in consideration for allowing the above named minor child to participate in activities with KIPS Gymnastics, LLC, the Board of Directors and officers, the Colville KIPS Gymnastics Booster Club, and any of their employees, instructors, coaches or agents, for any injuries suffered by my child and other damages suffered by my child or myself while on the premises or under the supervision or control of KIPS Gymnastics, LLC and its employees. It is also my intent to release KIPS Gymnastics, LLC and its employees from liability for future negligent conduct. As a parent or legal guardian, I agree and covenant not to sue or otherwise attempt to hold the club liable for any injuries regardless of the cause. I agree to indemnify and hold the club harmless against any and all claims arising out of the minor child's presence upon KIPS premises, including the use of the premises by any family member or guest of the minor child regardless of the cause.

This waiver is intended to be as board as is allowed under the applicable law and applies to any and claims for damages, regardless of whether they are allegedly caused by the negligence of the club or its employees. This acknowledgement of risk and WAIVER OF LIABILITY has been read by me and understood completely and signed voluntarily. I am 18 years of age or older.

## **CHILD'S SAFETY**

I understand I am responsible for my child's behavior and safety while on the KIPS Gymnastics, LLC premises, including, but not limited to, parking lots, bathrooms, waiting areas, etc.

I understand that the only people allowed in the gym area are students during designated class times, and with their instructors ONLY!

I understand that at no time are parents or siblings allowed in the main gym area.

If I need to take my child out of class, or are arriving after class has begun, I know that an instructor will accompany my child.

### **TUITION**

I understand that tuition is due by the 1st of the month.

If tuition is received or postmarked after the 1st of the month, I understand that there will be a \$20.00 late fee.

I know that there is a \$35.00 charge for all returned checks.

My child will not be allowed to attend classes if our bill is more than 30 days past due.

If I decide to drop my child from class, a DROP FORM MUST BE FILED WITH THE OFFICE. When dropping, if payment for the month has not been paid, regardless of attendance, there will be a \$40 cancellation fee.

### **MISSED CLASS**

I REALIZE THAT NO CREDIT IS EVER GIVEN FOR MISSED CLASSES.

Make-up classes are given through Open Gym. I understand that I can only schedule make-ups if my child is currently enrolled, and there's only 1 make up per month. To do a make up, the instructor for Open Gym MUST BE TOLD or your account will be charged. When I schedule a make-up, I understand that is considered complete.

### **ANNUAL FEE**

I am aware that KIPS Gymnastics, LLC has an annual membership fee of \$40.00 for the first student and \$60.00 for a family.

Signing this form acknowledges that I am aware that once enrolled, my child automatically continues enrollment, unless I change classes or give proper notification of withdrawal, to the office. I understand that my monthly tuition and my child's membership fee are not refundable.

### **COVID-19 RELEASE AND WAIVER OF LIABILITY**

I acknowledge the contagious nature of the COVID-19 virus. I acknowledge that my child or I may increase the risk of exposure to COVID-19 by participating at KIPS Gymnastics LLC. I further acknowledge that no guarantee exists regarding whether or not my child or I may contract COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including but not limited to, paid staff, volunteers and others. I fully understand that this release discharges KIPS Gymnastics LLC from any liability with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from COVID-19 in connection to my participation.

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or

new loss of taste or smell.

- I have not traveled internationally within the last 14 days.

- I have not traveled to a highly impacted area within the United States in the last 14 days.

- I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.

- I have not been diagnosed with Coronavirus/COVID-19 by state or local public health authorities within the previous four (4) weeks.

Furthermore, I acknowledge that masks are optional, as it poses an IMMEDIATE threat to an athletes health. This acknowledgement of risk and COVID-19 WAIVER OF LIABILITY has been read by me and understood completely and signed voluntarily. I am 18 years of age or older.