

Tumble Kids Billerica Waiver of Liability

Child's Name _____

Parent's Name _____

Please initial next to each line to indicate your understanding and acceptance of the following policies:

_____ **TRIAL CLASS POLICY:** One trial class is offered to new students of Tumble Kids. If a student enrolls in the program, the trial class is considered part of the tuition and the student will be charged for that class.

_____ **REGISTRATION FEE:** There is a non-refundable \$25 registration fee for the 2014-2015 season. Maximum fee is \$40 per family. For Summer classes and camp, registration is \$15 per child, maximum \$25 per family.

_____ **REFUND POLICY:** There are NO refunds/credits after the start of a session.

_____ **MAKE UP POLICY:** Students are entitled to two (2) make-up classes per session. They must be scheduled and made up in the session they were missed. You cannot re-schedule a missed make-up class.

BY SIGNING BELOW, I acknowledge reading, understand and accepting the statements herein.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER- I understand gymnastics and other sports activities involve risk and possible injury, including but not limited to paralysis, death, emotional distress, or damage to myself, to property, or to third parties.

I understand that it is my responsibility as an adult participant or parent not to participate or allow participation if there are any physical, emotional, and behavioral or other problems that might compromise safe involvement. I understand that Tumble Kids Billerica, Inc. does not carry medical insurance for participants and forever release the corporation, staff, owners, facility, and equipment owners, and other related parties from the responsibility or liability for insurance deductibles, medical expenses, and/or other damages incurred by my child, myself, or other family members while participating or visiting the facilities, parking area, or traveling to or at a related activity. I expressly agree and promise to accept and assume all of the risks existing in this activity as outlined above.

My participation or my child's participation in this activity is purely voluntary, no person(s) are forcing me or my child to participate and I elect of my own volition to participate or have my child participate with full knowledge or the inherent risks involved.

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Tumble Kids Billerica, Inc. from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of Tumble Kids Billerica or their staff.

Should Tumble Kids Billerica, or anyone acting on their behalf, be required for any reason to incur attorney fees and costs to enforce this agreement, I agree to indemnify and reimburse Tumble Kids Billerica for such fees and costs.

I understand that injuries can and do occur and that health insurance is a requirement. I certify that I have health, accident, and liability insurance to cover any bodily injury or property damage I or my child may cause or suffer while participating in the sport of gymnastics or any other activities or related to Tumble Kids Billerica or else I agree to indemnify and reimburse Tumble Kids Billerica for such fees and costs incurred.

AUTHORIZATION OF MEDICAL CARE- In case of injury or illness during participation, I authorize and desire medical care for myself or my child at the discretion of the attending physician. I accept responsibility for all associated expenses.

PARENT RESPONSIBILITY TO SUPERVISE- When I visit Tumble Kids Billerica, or am involved in any related activity involving parental presence or participation, I understand and accept the responsibility, and any associated liability, or constantly supervising, controlling, and restricting activities as necessary to assure safety of the children I bring and myself.

PHOTOGRAPHS AND STATEMENTS- I authorize use of my own and my child's visual image and statements in newsletters, posters, website, and other advertising.

VALID DATES- These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself, or family member participates in any activity at or with Tumble Kids Billerica.

AGREEMENT TO PAY- I understand there are no refunds, credits, or guaranteed make ups for missed classes due to personal reasons or inclement weather, and I am obligated to pay full tuition once a session begins. I accept the responsibility of paying for any damage to facility and equipment caused by myself or a family member.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found, by court of law, to have waived my right to maintain a lawsuit against Tumble Kids Billerica, Inc. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and fully understand this entire document and I agree to be legally bound by its terms.

PARENT SIGNATURE _____

Date _____