

Membership Agreement

Student's Name: _____ DOB: _____ Gender: _____

Mother's Name: _____ Ph: _____ E-mail: _____

Father's Name: _____ Ph: _____ E-Mail: _____

Address: _____
Street or PO Box City, State Zip

Rules, Terms and Conditions

I. Enrollment Terms

I understand that my enrollment in a gymnastics program with Gymland School of Gymnastics, LLC. ("Gymland") is:

- For **Recreational Classes**; enrollment is based on a School Year Term (September – June) divided into four, ten-week sessions. Gymland will continue enrollment of students for the next session unless notified two weeks prior to the expiration of the session in which the student is enrolled.
- For **Team Programs**; enrollment is based on a Twelve Month Term (September through August) with equal monthly tuition payments. A written notification to withdraw from the program must be given at least thirty days in advance. In the case of withdrawal, the payment is due for the entire month in which the withdrawal takes place.
- For **Summer Classes**; enrollment is based on two, five week sessions. Participants must designate number of sessions upon enrollment.
- For **Summer Camp**; enrollment is based on weekly sessions. Participants must designate from 1 to 10 week(s), either half or full day. Daily registration is only permitted on a walk-in, (subject to availability) basis.

II. Fees and Payments Policies

- 2.1 Annual Enrollment Fee:** \$50.00 per Student is due upon enrollment and on the anniversary month of each recurring year. It is required by all Students who enroll in any structured program (class, camp or team) and provides discount privileges for many services throughout the year.
- 2.2 Security Deposit** of \$75.00 per Family is due upon initial enrollment. It is required for participants in Recreational Classes and Team Programs only. The deposit, when requested in writing, may be refunded or applied towards the last session. Refund of the security deposit is granted only if proper withdrawal notice is given. The Deposit is not required with full year payment.
- 2.3 Tuition:**
- For **Recreational Classes**, the Tuition is due one week before the first day of each session. Paid tuition guarantees a place in class for that session. Any student is subject to dismissal from class if there is an unpaid balance on his/her account by the first day of any session.
 - For **Team Programs**, the Tuition is due on or before the first day of each month (with or without notice). Paid tuition guarantees a place in the program for that month. The discount price that will appear on each bill will be good through the first day of each month. Thereafter, the regular price will be in effect. For discounted price, we honor the date that we receive the payment.
 - For **Summer Classes**, the Tuition is due upon registration.
 - For **Summer Camps**, fifty percent (50%) of the Tuition as a Non-refundable Deposit is due upon registration. The balance is due on or before the first day of the first week of camp.
- 2.4 Team Assessment Fee**, (for competing Team Members only) is payable in two (2) equal installments due on October 1 and February 1. The Team assessment will pay for coaches expenses at all meets of the season and common team expenses.
- 2.5 Late Fee** of \$10.00 (Recreational Classes only) will be assessed if the tuition has not been paid by the first week of the session.
- 2.6 Returned Check Fee** is \$ 25.00 per returned check and/or chargeback.

III. Withdrawal, Refund and Credits, and Exceptions Policies

All paid Tuitions and Enrollment Fees are non-refundable, non-transferable, and cannot be sold. I understand that I may not cancel prior to the expiration of the current term of any program, and failure to partake in the provided facilities for any reason will not release me from the obligation to pay full cost of tuition.

3.1 Withdrawals:

- For **Recreational Classes**: a written withdrawal notice must be given at least two weeks prior to the expiration of the session in which the student is enrolled.
- For **Team Programs**: written withdrawal notice must be given at least thirty days in advance.
- For **Summer Classes**: withdrawals are not permitted
- For **Summer Camps**: withdrawals are not permitted

3.2 Refunds are not permitted; except for the Security Deposit when proper withdrawal notice is given in writing.

3.3 Credits are not permitted (See Exceptions)

3.4 Exceptions are made for students who are unable to partake of provided facilities for more than two (2) weeks due to severe illness or injury. In such case a credit may be granted if a physician's note and a written withdrawal request are provided. For credits, we honor the date of the notification (not the date of injury or illness).

IV. Make-ups Policy

- **For Recreational Classes:** missed classes can be made up during the current school year (September through June). Make-ups can only be used if the student is fully paid and a registered student for that session. There is a limit of two (2) make-ups per session. Make-ups must be scheduled either through the Parent Portal or the Office. Same day make-ups must be scheduled via phone. Scheduled or missed make-up classes cannot be rescheduled. Under no circumstances can make-ups be transferred to other students; refunds or credits cannot be applied.
- **For Team Programs:** make-up workouts are not provided for the Team members who are scheduled for more than four (4) hours per week of training. Others will be provided an Open Gym pass as a make-up.
- **For Summer Classes:** missed classes can be made up during either summer session (July and August). Make-ups can only be used if the student is a fully paid and registered student for that session. There is a limit of one (1) make-up per session. Make-ups must be scheduled either through the Parent Portal or the Office. Same day make-ups must be scheduled via phone. Scheduled or missed make-up classes cannot be rescheduled. Under no circumstances make up can be transferred to other students, and refund or credit be applied.
- **For Summer Camps:** make-ups are not provided for Summer Camp participants except for students who are unable to partake of provided facilities for at least one (1) week due to severe illness or injury. In such case, the participation may be rescheduled if a doctor's note and a timely notice are provided. Notice must be given in writing via e-mail at least one day prior to the absence. Under no circumstances make up can be transferred to other students, and refund or credit be applied.

V. Breach of Contract

I understand that if under the terms of this Membership Agreement there is a breach of contract due to:

- **Lack of Withdrawal Notice;** Gymland reserves the right to withdraw the student from the program and apply Security Deposit to any outstanding balance.
- **Non-Payment;** Gymland reserves the right to turn my account over to an attorney or other agent for collection. Members will be charged for all collection costs incurred, including reasonable attorney's fees.

VI. Inability to provide service

I understand that Gymland shall not be responsible for the inability to provide facilities of service due to force majeure, fire, accident, extraordinary maintenance or other causes which could not reasonably be prevented.

VII. Governing Laws and Venue:

- This agreement shall be subject to and governed by the laws of the State of New Jersey.
- Venue for all actions arising out of this agreement or otherwise arising between the parties hereto shall be brought only in the Superior Court of New Jersey, Mercer County, or in the United States District Court for District of New Jersey.

VIII. School rules and regulations:

- Gymland allows no one in the gym portion of the facility without supervision and proper registration.
- Any person, while on the premises, who is not actively participating in a class must remain in the waiting area; minors must be accompanied and supervised by a parent or legal guardian at all times.
- Summer Camp participants must be signed-in at the drop-off and signed-out at the pick up by a parent or legal guardian, or a person authorized in writing by a parent or legal guardian.
- Students may not wear jewelry of any type while participating in a class or camp.
- Girls must wear leotards or shorts and tee shirt; be in bare feet.
- Boys must wear gym shorts and tee shirt; be in bare feet.
- Long hair must be tied back.
- Clothing not being worn during class must be stored in cubbyholes.
- No valuables should be brought into the school. We are not responsible for any articles being misplaced, lost or stolen.
- Gymland reserves the right to revoke membership of any member in case of disruptive behavior or a delinquent attitude of a member or his/her family or friends while on the premises or surrounding grounds.

IX. Changes of Terms, Rules, and Regulations

Gymland reserves the right to make changes to its Rules, Terms, and Regulations whenever it is necessary for safety purposes or other good cause. Any changes to this document will be communicated via e-mail and available for future reference through the customer portal.

Waiver

I am fully aware of and understand the risk, including the risk of catastrophic injury, paralysis, and even death, as well as other losses associated with participation in all gymnastics programs. I understand that the above conditions and risk, and enroll the above named student(s) at his/her/their/my own risk. I hereby indemnify and hold Gymland School of Gymnastics, LLC. ("Gymland"), its officers, directors, employees, agents, representatives, successors, and/or assigns, harmless from and against any and all risk and liability assumed by or on behalf of the student(s), excepting there from acts of gross negligence by Gymland's staff.

I hereby state that the above named student(s) has no physical or mental conditions that prohibit full vigorous participation in gymnastics. I also understand that it is my responsibility to inform Gymland in writing of any physical or mental conditions that the Gymland's staff should be aware of in dealing with enrollee during activities and/or in case of emergency. Gymland's staff accepts no liability for failure to inform them of any conditions or limitations.

I understand that Gymland is not liable for personal injuries to the applicant's family members and their guests as they use the facility at their own risk.

Billing Authorization

I represent and warrant that, if I am purchasing anything from this facility or from Merchants, (i) any credit or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my bank, or credit card account. I understand that a 14 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 classes.**

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.

I have read, understand and agree to: 1. Rules, Terms and Conditions; 2. Waiver; 3. Billing Authorization

Name: _____ Signature: _____ Date: _____