

# Charleston Sports Academy

Home of **GymMasters Gym Academy** and **PCX All-Star Cheerleading**

301 Wando River Way, Mt. Pleasant, SC 29464 (843) 971-0685 www.gymmastersgymacademy.com

## REGISTRATION AND LIABILITY RELEASE FORM

FAMILY LAST NAME: \_\_\_\_\_ REGISTRATION DATE: \_\_/\_\_/\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MOTHER'S NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FATHER'S NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

EMERGENCY CONTACT: NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

\* Please declare any physical problems or restrictions (including those of adults who are participating with or without a child) and list any mental or special custody situations that would be important for us to be aware of:

\_\_\_\_\_

Class Requested:	<b>Student Name:</b> _____	<b>DOB:</b> ____/____/____
1st Child	1st Choice Name: _____ Day _____ Time _____	
	2nd Choice Name: _____ Day _____ Time _____	
	3rd Choice Name: _____ Day _____ Time _____	
	<b>Student Name:</b> _____	<b>DOB:</b> ____/____/____
2nd Child	1st Choice Name: _____ Day _____ Time _____	
	2nd Choice Name: _____ Day _____ Time _____	
	3rd Choice Name: _____ Day _____ Time _____	
	<b>Student Name:</b> _____	<b>DOB:</b> ____/____/____
3rd Child	1st Choice Name: _____ Day _____ Time _____	
	2nd Choice Name: _____ Day _____ Time _____	
	3rd Choice Name: _____ Day _____ Time _____	

## FOR OFFICE USE ONLY

### All Form Present:

- REGISTRATION FROM
- RULES & CONDITIONS INITIALIZED
- RELEASE SIGNED
- REGISTRATION FEE PAID
- TUITION PAID
- PROCESSED IN COMPUTOR

REGISTRATION FEE \$ \_\_\_\_\_  
CHILD 1 TUITION \$ \_\_\_\_\_  
CHILD 2 TUITION \$ \_\_\_\_\_  
CHILD 3 TUITION \$ \_\_\_\_\_  
DISCOUNTS \$ \_\_\_\_\_  
TOTAL AMOUNT PD \$ \_\_\_\_\_ PMT TYPE: \_\_\_\_\_  
AMOUNT OWED \$ \_\_\_\_\_

### CREDIT CARD TYPE VISA OR MASTERCARD

TOTAL AMOUNT TO BE CHARGED: \_\_\_\_\_

CC #: \_\_\_\_/\_\_\_\_/\_\_\_\_ EXP: \_\_\_\_/\_\_\_\_ CODE: \_\_\_\_ ZIP: \_\_\_\_\_

BILLING ADDRESS:

NAME ON CARD:

**Rules, Terms and Conditions** (Please initial next to each policy, by initialing next to each policy you are agreeing to the terms)

### I. Enrollment Terms

I understand that my enrollment in a program with GymMasters Gym Academy LLC (“GGA”) and/or PCX All-Star (“PCX”).

- For Cheerleading and Gymnastics Classes; enrollment is based on a School Year Term (August-June 1) divided into 5- eight-week sessions. GGA & PCX 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 (August through July) 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- four- 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:** \$55.00 per family is due upon enrollment and is good from August-July of each year with a pro-rated amount after the 2nd session. It is required by all Students who enroll in a class or camp and provides discount privileges for many services throughout the year.

#### **2.2 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.
- 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 30 days of the camp.

**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. \$10 late fee (team only) if tuition is not paid by the 15th of each month.

**2.6 Returned Check Fee** is \$ 25.00 per returned check and/or chargeback.

### III. Withdrawal, Refund and Credit 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: an e-mail notification must be given at least two weeks prior to the expiration of the session in which the student is enrolled.
- For Team Programs: a written withdrawal notified must be given at least thirty days in advance. *(Please remember you will still be responsible for all assessment fees during competition season.)*
- For Summer Classes: withdrawals are not permitted

### 3.2 Refunds are not permitted

3.3 **Credits** are permitted only for students who are unable to partake of provided facilities for more than thirty days due to severe illness or injury. In such case a physician's note will be required. 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. Absence must be called into the school at least two hours prior to the scheduled class. A make up will be provided for excused absences only. There is a limit of two make-ups per session. Make-ups must be scheduled through the office. Under no circumstances can make-ups be transferred to other students; refunds or credits cannot be applied.
- **For Summer Classes:** missed classes can be made up during either summer session (June- August). Make-ups can only be used if the student is a fully paid and registered student for that session. Absence must be called into the school at least two hours prior to the scheduled class. A make up will be provided for excused absences only. There is a limit of one make-up per session. Make-ups must be scheduled through the office. 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.

### 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;** GGA/PCX reserves the right to withdraw the student from the program if not paid in full by due date.

Non-Payment; GGA/PCX 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 GGA/PCX 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. School rules and regulations:

- GGA/PCX 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.
- GGA/PCX 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.

### VIII. Changes of Terms, Rules, and Regulations

GGA/PCX 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.

## **RELEASE AND WAIVOR OF LIABILITY, ASSUMPTION OF RISK AND IDEMUNITY AGREEMENT**

### **ADULT CONSENT**

In consideration of participation in any and all GymMasters Gym Academy LLC &and/or Charleston Sports Academy LLC and any of their affiliated companies, including, but not limited to, PCX All-star Cheerleading, Mothers Morning Out, etc. I represent and I understand the nature of this Activity and that I am qualified, in the good health, and in the proper physical condition to participate in such activity. I acknowledge that is I believe event conditions are unsafe; I will immediately discontinue in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, these of other participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at the time; and I fully accept and assume all risks and all responsibility for looses, cost, and damages I incur as a result of my participation in the Activities.

**I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AND WAVE LIABILITY OF** GymMasters Gym Academy LLC &and/or Charleston Sports Academy LLC and any of their affiliated companies, including, but not limited to, PCX All-star Cheerleading, Mothers Morning Out, its respective administration, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners, and lesser of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) from the liability, claims, demands, losses, or damages, on my account, caused or alleged to be caused in Whole or in this release, wavier of liability, and assumption of risks, I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damages, or cost, which may incur the result of such claim.

I Have read the **RELEASE AND WAIVOR OF LIABILITY, ASSUMPTION OF RISK, AND IDEMUNITY AGREEMENT**, understand that I have given up substantial rights by signing it and have signed it freely and with out any inducement or assurance of any nature and intend it to be a complete and unconditional release of al liability to the greatest extent allowed by the law and agree that if any portion of this agreement is help to be invalid the balance, notwithstanding, shall continue in full force and effect.

### **PARENTAL CONSENT**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity, I hereby Release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Release from all liability, claims, demands, losses, or damages on the minor's account caused to have been caused in whole or in part by the negligence of the Releases or otherwise, including negligent rescue operations, and future agree that if, despite this release, I minor, or anyone on the minor's behalf makes a claim against any of the above Release, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releases from any litigations experience, attorney fee's, loss, liability, damages, or cost any Release may incur as the result of any such claim.

### **MARKETING RELEASE**

I understand that my child's likeness may be used in GymMasters Gym Academy LLC &and/or Charleston Sports Academy LLC and any of their affiliated companies, including, but not limited to, PCX All-star Cheerleading, Mothers Morning Out, adds, promotional videos, website material, or various other marketing. These images will be used for GymMasters Gym Academy LLC &and/or Charleston Sports Academy LLC and any of their affiliated companies, including, but not limited to, PCX All-star Cheerleading, Mothers Morning Out, purposes only, and will not be given or sold to outside companies or individuals.

### **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 30 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. RELEASE AND WAIVOR OF LIABILITY, ASSUMPTION OF RISK AND IDEMUNITY AGREEMENT3. Marketing Release & 4. Billing Authorization**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_