

Consent Waiver

J & J Tumbling, Trampoline, Dance & Swimming LLC

CONSENT TO MEDICAL TREATMENT, ASSUMPTION OF THE RISK, WAIVER OF LIABILITY and COVENANT NOT TO SUE

In consideration of J & J Tumbling, Trampoline, Dance & Swimming LLC (hereinafter J&J) allowing Participant to participate in J&J's programs, activities and events (upon payment of the necessary fees), Parent/Guardian agrees to the following statement and provisions for CONSENT TO MEDICAL TREATMENT, ASSUMPTION OF THE RISK, WAIVER OF LIABILITY and COVENANT NOT TO SUE.

Parent/Guardian represents and warrants that Participant has no physical infirmity or any other physical or mental condition or ailment that might be aggravated by the programs, activities and events contemplated herein.

In the event that Parent/Guardian is unavailable, Parent/Guardian hereby grants the authority to render judgment concerning the necessity and extent of medical assistance in the event of an accident, injury or illness. Parent/Guardian further authorizes J&J to administer simple first aid and /or transportation to medical facilities which may be deemed necessary by J&J. Parent/Guardian, for his or her self, his or her spouse, Participant, his or her child(ren) and all heirs and successors, shall hold J&J, its officers, directors, shareholders, employees, contractors, lessees, and volunteers harmless for injuries caused or aggravated by errors in judgment, administration of first aid and vehicular accidents. Additionally, Parent/Guardian shall pay for all medical expenses that may be incurred by Participant as a result of any injury sustained while participating J&J's programs, activities and/or events.

Parent/Guardian UNDERSTANDS THAT PARTICIPATION IN ALL J&J PROGRAMS, ACTIVITIES AND EVENTS, including , but not limited to, gymnastics, tumbling, trampoline, dance, cheerleading and swimming, ARE DANGEROUS AND POSE MULTIPLE RISKS OF INJURY OR DEATH. Such risks include, but are not limited to injury from the following: collisions, surface conditions, equipment, slipping, tripping, falling, moving equipment, and other numerous and substantial risks. Potential injuries include, but are not limited to, minor injuries (such as bruises, pulled muscles, cuts and bumps), major injuries (such as broken bones, torn muscles or ligaments, and dislocations) and catastrophic injuries (such as permanent paralysis, brain damage and death). Parent/Guardian recognizes and acknowledges that day camps and competitions involve transportation to and from field trips, venues and lodgings, and such transportation could result in injury or death in the event of a vehicular accident and Parent/Guardian voluntarily and freely chooses to ACCEPT AND ASSUME ALL RISKS. Parent/Guardian further understands that there is INHERENT DANGER in gymnastics, tumbling, trampoline, dance, cheerleading and swimming which Parent/Guardian appreciates and voluntarily assumes, because Parent/Guardian chooses so to do. Parent/Guardian has observed programs, activities and events of the type that the Participant seeks to participate in and has inspected the J&J facilities. Parent/Guardian further knows that other participants pose a danger to Participant. Parent/Guardian knows and understands the scope, nature and extent of all the risks involved in participation in J&J programs, activities and events, whether or not such risks are listed herein. Nevertheless, Parent/Guardian, for his or her self, his or her spouse, Participant, his or her child(ren) and all heirs and successors, VOLUNTARILY AND FREELY CHOOSES TO ACCEPT and ASSUME ALL RISKS connected with Participant's participation in J&J programs, activities and events and any other activities contemplated by this Agreement.

Parent/Guardian, for his or her self, his or her spouse, Participant, his or her child(ren) and all heirs and successors:

A. Exempts and releases J&J, its officers, directors, shareholders, employees, contractors, lessees, and volunteers from any and all liability claims, demands, or causes of action whatsoever arising out of any damage to, loss to, death of, or injury to the Participant or the Participant's property while upon the premises of J&J or while participating in any of the programs, activities and events contemplated by this Agreement, whether such loss, damage, or injury results from the action or inaction of J&J, its officers, directors, shareholders, employees, contractors, lessees, and volunteers; from the action or inaction of any other person or entity; or from some other cause.

B. Agrees never to institute any suit or action at law or otherwise against J&J, its officers, directors, shareholders, employees, contractors, lessees, and volunteers for any and all claims and liabilities arising out of their action or inaction or the action or inaction of any other person or entity which causes Participant injury, death or any other damage. Parent/Guardian further agrees, for his or her self, his or her spouse, Participant, his or her child(ren) and all

heirs and successors, not to initiate or in any way assist the prosecution of any claim of damages or cause of action which Participant, the Participant's heirs, executors, assigns or administrators hereafter may have by reason of death or injury to Participant or Participant's property arising from the Participant's participation in J&J's programs, activities and events and any other activity contemplated by this Agreement.

C. Will indemnify, save and hold harmless J&J, its officers, directors, shareholders, employees, contractors, lessees, and volunteers from any and all losses, claims, actions, expenses or proceedings of every kind and character which may be presented or initiated by any persons or organizations and which arise directly or indirectly from the (over) activities of Participant while engaged in the programs, activities and events contemplated by this Agreement.

D. Acknowledges that the terms and conditions of the foregoing ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall apply to any incident, injury, accident or death occurring within or outside of J&J's facilities and that such shall continue in full force and effect now and in the future at all times during which Participant participates, either directly or indirectly, in J&J's programs, activities and events and shall be binding upon the spouse, heirs, executors, administrators of said Parent/Guardian, Participant and their estates.

E. Agrees that if any word, phrase, sentence or paragraph of this Agreement is held to be invalid, only the offending word, phrase, sentence or paragraph shall be stricken and words, phrases, sentences and paragraphs shall continue in full legal force and effect.

Policies & Procedures

Important information, please review and keep for future reference.

1. REGISTRATION – Your completed class enrollment agreement along with payment must be on file to start class. New students may register in person, by phone, or by email. Prices will be prorated for those who begin at any time after start dates, pending openings.

2. PAYMENTS – You will be charged for classes unless you give us a two week written notice by mail, email or letter dropped off in the office.

J&J Tumbling, Trampoline, Dance & Swimming, LLC

PO Box 278, Pecatonica, IL 61063

www.jjchampions.com

OPTION #1: PAY IN FULL or AUTOMATIC MONTHLY PAYMENT - Fill out the *Payment Option Request Form* and leave a credit, debit, checking or savings account on file to be charged on the 1st or 15th of each month.

OPTION #2 MONTHLY PAYMENT PLAN - Payments by cash, check, or credit card are due by the 1st of each month. You agree that you will be assessed a service charge at \$5.00 monthly on past due balances (on the 7th day after the due date for the balance of 30 days). The service charge will continue to be assessed each month the account remains past due. You further agree to pay for J&J attorney fees and all reasonable costs incurred resulting from collection and court action to collect any unpaid billings due J&J, if J&J prevails in its action.

3. COMPETITIVE TEAMS - have a separate accounts that your competition and uniform fees are charged to. Those accounts are payable by CASH, CHECK, or MONEY ORDER. Any payments made with a credit card to J&J LLC will be charged a 3% transfer fee. You agree to also be bound by the Rules and Guidelines set forth in J&J Team Handbook you are involved in.

4. BALANCE / COLLECTIONS- Students will not be accepted into any class or allowed to participate in dance recitals, competitions, or outside events with any outstanding prior balances. Any unpaid accounts will receive a courtesy letter, then three monthly letters of notice of being turned into an outside collection agency. At that time a collections fee of 20% of the current balance will be assessed.

5. REFUNDS

- a) Refunds will be given only when you present a doctor's excuse.
- b) When you **request** a student be **removed** from the schedule, any remaining money will be held as a J&J credit to be used towards future services. Please note that although we try to accommodate you with the same class time when you return, your spot within that class will not be held.
- c) J&J Competitive Team attire/uniforms/shoes and any competition fees are non-refundable. No credits will be given.
- d) We will refund the registered participant up through the 3rd class if he/she will not or does not want to participate, after initial enrollment.

6. RETURNED CHECKS - a \$25.00 NSF fee will be assessed to all returned checks.

7. DECLINED CARDS - As a courtesy to J&J, please notify us immediately of any credit card/bank account changes. If a card is **declined**, we will immediately call/notify you. Services will not be rendered until payment is made.

8. SCHEDULE – J&J formats the schedule according to each student's needs and instructor availability.

9. CANCELLATIONS – J&J reserves the right to cancel any lesson with a student enrollment of three or less. If you choose to drop your class, we must receive a written notice by dropping it off in the office, mail, or email, **two weeks** prior.

10. DISCRIMINATION—J&J's does not discriminate on basis of race, national origin, gender or religion or sexual preferences.

11. NOT RESPONSIBLE for lost or stolen items or money. Check lost & found regularly. Phone and other electronics are held in the office when found.

12. MAKE-UPS – Subject to availability.

- a) Tumbling-trampoline & swim students should schedule a make up class and pick up a pass in the office within 30 days of the absence. Make ups cannot be carried into the next session (or semester).
- b) All students are eligible to receive an open swim pass in lieu of make ups.
- c) Dance classes are not eligible for dance make ups due to class individuality, but a tumbling make up or open swim pass is available.

13. PARENTS/VISITORS –We are proud of our programs and are pleased to have you view our classes, however, due to limited seating capacity, we have the following suggestions and rules:

- a) While in the viewing area, please use a low voice and refrain from communicating with your child (other than a reassuring smile). If your child is constantly looking towards the seating area, you are not getting what you've paid for. For safety reasons the child's full attention needs to be directed toward the instructor. Give only constructive comments after class on your way home.
- b) J&J is not responsible for your child before or after their instruction time. Do not drop your child off more than 10 minutes before class and please make sure your child is picked up promptly after class.
- c) All "non participating" children must be supervised. You are responsible for bathroom breaks during class periods. Also, do not leave your personal toys. No running in the halls.
- d) Parents – please be considerate when talking about your child, other children, or instructors. Non-constructive criticism of coaches, students, or this business, is not pleasant for others sitting next to you to have to listen to. Be considerate of little ears and little hearts. All concerns are to be presented to the office or directly to the instructor, as soon as possible. Only one warning will be given for any disruptions. A second occurrence will result in those persons being asked to leave the viewing area.
- e) Guidelines for parents leaving participating students during class: Please make sure you tell the office staff where you can be contacted if needed. Children also must know how to use the restroom by themselves.

14. STUDENT CONDUCT IN CLASS – Our instructors are very imaginative and are instructed in keeping the students behaving in an appropriate manner, however, any student being non-cooperative/disruptive to the class, after 3 warnings, will be asked to sit in time out. If a situation cannot be satisfied between the parent, instructor, and child, they will be asked to discontinue until such time as they are ready to rejoin the program. In the case of discontinuation, re-funds or credits will be given at owners discretion.