

PLEASE READ PAGE 2 & 3 CAREFULLY BEFORE SIGNING

--- Please Print **Legibly** ---

-----Parent/Guardian Information-----

Parent First Name: _____ Parent Last Name: _____ Relationship to Athlete(s): _____

Emergency Contact Phone: _____ Parent Phone(if different from Emergency Contact) : _____

Address

Street: _____ City: _____ State: _____ Zip: _____

Email: _____ How did you hear about us: _____

-----Athlete/Child Information-----

Athlete First Name: _____ Athlete Last Name: _____ Athlete Gender: (M/F) Athlete DOB: __ / __ / ____

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

-----Athlete/Child Information-----

Athlete First Name: _____ Athlete Last Name: _____ Athlete Gender: (M/F) Athlete DOB: __ / __ / ____

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

-----Athlete/Child Information-----

Athlete First Name: _____ Athlete Last Name: _____ Athlete Gender: (M/F) Athlete DOB: __ / __ / ____

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

-----Athlete/Child Information-----

Athlete First Name: _____ Athlete Last Name: _____ Athlete Gender: (M/F) Athlete DOB: __ / __ / ____

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

Please Note: By signing this you are also agreeing to our terms and conditions on page 3 of this document. Term and Conditions are also posted at www.MythicGymnastics.com

ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND APPEARANCE RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for Mythic Gymnastics, LLC, or their members, managers, officers, agents, heirs, successors, trustees, assigns, executors, personal representatives, administrators, subrogees, or employees (collectively the "**Released Parties**"), permitting me and/or my minor child ("**Child**") to voluntarily participate in the gymnastics, related gymnastics activities, and the use of the gymnastics equipment and associated facilities located at the Released Parties' gymnasium facility ("**Activities**"), I have agreed to execute this Acknowledgement of Risk, Release of Liability, and Appearance Release Agreement (the "**Release**") for myself and for my Child.

I am 18 years old or older, and I and/or my Child, voluntarily participate in the Activities at Released Parties' gymnasium. Child and I are in good physical condition. I acknowledge that gymnastics, use of gymnastics equipment, and related activities involve certain inherent risks, hazards and dangers that cannot be eliminated. I acknowledge that I should consult with a physician before having me or my Child start a sport or an exercise program, including the Activities .

There is a risk of personal injury, paralysis, or death when I or my Child participates in the Activities, including gymnastics, use of gymnastics equipment, and/or related activities, no matter how careful me, my Child, or other gymnasts conduct themselves. I understand that use of the Released Parties' gymnasium may require good physical conditioning and a degree of skill and knowledge. I understand that inspecting the gymnasium and understanding the gymnastics equipment is strongly recommended. I agree that if I do not understand the risks and dangers of gymnastics, use of gymnastics equipment, and related activities or am unfamiliar with the gymnasium or gymnastics equipment, I should not use or permit my Child to use the Released Parties' gymnasium or gymnastics equipment. I agree to use and allow my Child to use the Released Parties' gymnasium and gymnastics equipment at my own risk. I assume the risk of any medical or physical condition my Child or I may have. I acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. I authorize the Released Parties and/or their authorized personnel to call for medical care for me or my Child or to transport me or my Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation. **I AM VOLUNTARILY USING AND/OR ALLOWING MY CHILD TO USE THE RELEASED PARTIES' GYMNASIUM AND GYMNASTICS EQUIPMENT, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, COSTS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**

Further, I hereby grant to Released Parties the right to take motion and still pictures of my Child and me, and record my and my Child's voice and any sounds made by my Child or me, and to obtain other information about my Child and me, including but not limited to my and my Child's name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and other personal identification (collectively, the "**Footage and Materials**"), and to use the Footage and Materials in and in connection with promotional activities, marketing, advertising, and publicity for the Activities. Released Parties may, in their sole discretion and in perpetuity use, incorporate, broadcast, display, distribute, publish, re-publish, alter and/or edit the Footage and Materials, in whole or in part, alone or in conjunction with other material in connection with the Activities in any and all media and in any and all forms and versions, now known and hereafter devised, throughout the universe including, without limitation, all electronic, digital and print forms, without any compensation to me or my Child whatsoever. Neither my Child nor I shall have any rights of review or approval regarding the use of the Footage and Materials or the exercise of the granted rights. I acknowledge and agree that Released Parties are under no obligation to use the Footage and Materials. To the extent my Child or I retain any interest in the Footage and Materials, I hereby irrevocably (and on a royalty-free basis) assign, transfer and convey to the Released Parties all right, title and interest throughout the world in and to the Footage and Materials and any and all intellectual property rights therein and thereto.

I, FOR MYSELF AND MY CHILD (AND FOR ALL OF OUR HEIRS, SUCCESSORS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND SUBROGORS), HEREBY KNOWINGLY AND INTENTIONALLY FULLY AND FOREVER WAIVE AND RELEASE AND HOLD HARMLESS THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), WHETHER FORESEEN OR UNFORESEEN, (A) ARISING DIRECTLY OR INDIRECTLY OUT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME, MY CHILD, OR MY PROPERTY AS A RESULT OF USE OF THE RELEASED PARTIES' GYMNASIUM OR GYMNASTICS EQUIPMENT, WHETHER SUCH DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH RESULTS FROM NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES, OR FROM SOME OTHER CAUSE, AND (B) FOR LIBEL, SLANDER, INVASION OF RIGHT OF PRIVACY, PUBLICITY OR PERSONALITY, OR ANY OTHER CLAIM OR CAUSE OF ACTION (WHETHER BASED ON THE COMMON LAW OR FEDERAL OR STATE STATUTE), BASED UPON OR RELATING TO THE USE OF THE FOOTAGE AND MATERIALS OR THE EXERCISE OF ANY OF THE RIGHTS REFERRED TO HEREIN OR ARISING IN CONNECTION WITH THE ACTIVITIES. I HEREBY WAIVE ANY MORAL RIGHTS OR "DROITS MORAL" I OR MY CHILD MAY HAVE IN THE FOOTAGE AND MATERIALS.

I, FOR MYSELF AND MY CHILD (AND FOR ALL OF OUR HEIRS, SUCCESSORS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND SUBROGORS), FURTHER AGREE NOT TO SUE THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES AS A RESULT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME, MY MINOR CHILD, OR MY PROPERTY THAT MAY OCCUR WHILE USING THE GYMNASIUM OR GYMNASTICS EQUIPMENT OR FROM RELEASED PARTIES' USE OF THE FOOTAGE AND MATERIALS. THIS RELEASE IS INTENDED TO BE A FULL AND COMPREHENSIVE RELEASE OF LIABILITY IN FAVOR OF THE RELEASED PARTIES.

If any provision of this Release is determined by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be deemed to be severed and deleted from the Release as a whole, and neither such provision nor severance and deletion shall affect the validity of the remaining provisions of this Release. This Release will be governed by Nevada law without regard to its conflict of law principles.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS BINDING ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, AND APPEARANCE RELEASE AGREEMENT FOR MYSELF AND FOR MY CHILD.

Parent Name of Child/Participant (Please print)

Child/Participant Name (Please print)

Signature of Child/Participant's Parent on behalf of Both Parent and the Child/Participant

Today's Date

GYM RULES, TERMS, AND CONDITIONS

Updated JULY 12, 2023

ATTENDANCE AND SCHEDULING: Consistent class attendance is very important for mastering any skill. Each athlete is expected to attend the same weekly class for which they are enrolled; unless using a Make-Up Token or Punch Pass

MISSED CLASSES If it is necessary to miss a class for illness, personal reason, or scheduled holiday you will be issued a **Make-Up Token** immediately after missing a class that you are able to use to make up the missed class at the same age and level appropriate classes. Make-Up Tokens are valid for 45 days. If you miss a make-up class, the token used for that class is forfeited.

If a class is canceled for any reason, teacher absence, studio-wide event, etc. That class will be issued a Make-Up Token that will not have an expiration date. To schedule a make-up class using a token, you may request enrollment in your iClass Online account through the customer portal <https://app.iclasspro.com/portal/mythicgymnastics> or emailing info@mythicgymnastics.com.

EXTENDED ABSENCE If your athlete has missed every class in a 30 day period and tuition has not been paid, we will automatically drop them from all classes and process any remaining balance on your account, including late fees. (unless we have been notified to do otherwise) If we are unable to process the remaining balance your athlete will not be able to participate until the account is paid in full.

WITHDRAWAL: If you choose to drop a class for any reason, it is imperative that you contact the front desk (not the coach). All Drop requests must be made on the Parent Portal. Texting the Front Desk (775) 374-6111 or by emailing Info@MythicGymnastics.com. Dropping classes or withdrawal from the gym is effective on the first of the following month. **Please note: We do not prorate the monthly tuition for mid-month withdrawals. Drop requests must be received and processed before the last day of the month. Failure to formally withdraw from a class or classes will result in an additional month of tuition and late fees to be assessed and/or charged.**

TUITION, PAYMENTS, AND FEES

REGISTRATION FEES We assess a **\$25 Annual Registration Fee per FAMILY** account. Once enrolled in class(es) you have committed instruction on a monthly basis. The annual registration fee is due at time of enrollment and on every subsequent year on the 1st of your anniversary month as long as the athlete is active.

TUITION Tuition is due on the 10th of each month and is considered late after the 15th and subject to a **\$15** late fee. We will only adjust the first month's tuition based on the start day, after which the tuition continues to be assessed on a monthly basis until the athlete is withdrawn. For accounts that fall more than one month behind in payment, enrollment in classes will be dropped unless we are notified of special circumstances. We reserve the right to fill your/ your child's spot in the class if enrollment is dropped due to non-payment. If you have unpaid charges on your account you will not be able to re-enroll. Once your account balance has been paid, you will have the opportunity to re-enroll in classes.

DROP-IN/ PUNCH CARDS Punch cards may be purchased for Adult Athletes or Baby Gym ONLY. Adult Class and Baby Gym Punch Cards may be purchased in 1, 5, 10 or 20 class increments and are valid for 6 months from purchase. To use punch cards athletes must register for their desired class as a drop-in, no less than 48hrs before the class.

Any missed punches will be forfeited unless the parent/athlete communicates to the front desk prior to their class.

PAYMENTS Our **default is to enroll you in auto pay upon first month's payment and/or registration fee.** Monthly tuition is posted to your account on the 1st and any outstanding charges on the account are withdrawn on the **5th of the Month.** If Payment fails to process for any reason we will attempt to reprocess on the **10th.** The annual registration fee will also be applied on your anniversary month. You may update your card information by contacting the front desk or accessing your iClass portal online.

If you choose not to enroll in Automatic Payments you must inform the front desk at time of first payment. Payments can be made via credit or debit card on iClass Portal online or at the front desk.

REFUNDS: WE DO NOT OFFER ANY REFUNDS OF ANY KIND! If you need to drop a class it must be done before the last day of the month. Failure to formally withdraw from a class or classes will result in an additional month of tuition and late fees to be assessed and/or charged. (see WITHDRAWAL above)

CHARGEBACKS: If your credit card company requests a chargeback for any reason, then your athlete will be dropped from class immediately, your account will be charged a \$50 processing/hassle fee, and your athlete will not be allowed to participate until the account balance is paid in full.

GYM RULES:

ARRIVAL AND PICKUP: Athletes should arrive 5-10 minutes before his/her scheduled class time. **We are not responsible for your child outside of the gym.** You are responsible for escorting your child from your car/parking lot to the building before class. **Do Not let them run around outside on the way to class.** Please pick up your athlete on time. Please inform us if you know you will be late picking up your athlete. Instruct your child to wait inside the building and you should escort them from the building to your car. Please take into consideration that our students may include young children. **Please drive slowly and carefully.**

WHAT TO WEAR: Boys or Girls may wear tucked in T-shirts and shorts OR Leotards for Girls. NO baggy, overly-revealing, or restrictive clothing allowed. NO chewing gum or dangling jewelry. Hair should be pulled neatly and securely away from the face so that it stays up for the entire workout. Jewelry should not be worn during classes. **PLEASE LEAVE JEWELRY ARTICLES AT HOME.** This facility's staff will not be responsible for ANY items that may be lost or stolen. Be sure your athlete's personal items are marked with their name. Personal items should be left in cubby holes.

NO SHOES on the gym floor unless specific classes require it such as Cheer/Dance.

NO FOOD OR BEVERAGES ON THE GYM FLOOR. Water in closed containers is allowed in the cubbies provided. Food and beverages are allowed only in the seating areas in the main gym, the upstairs parents area, and waiting area of the preschool room. Please clean up after yourself and your athlete. Please be considerate of the other parents and coaches by cleaning up after any messes you or your child have made in the waiting areas.