

CLASS REGISTRATION CONTRACT

401 South Avenue East • Westfield, NJ 07090

Phone: 908-317-0523 • Fax: 908-928-0339

westfield@surgentselitegym.com

369 South Avenue East • Westfield, NJ 07090

Phone: 908-317-0523 • Fax: 908-928-0339

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501 South Avenue • Garwood, NJ 07027

Phone: 908-789-3392 • Fax: 908-789-1583

garwood@surgentselitegym.com

256 West Westfield Avenue • Roselle Park, NJ 07204

Phone: 908-241-1474 • Fax: 908-241-0005

rosellepark@surgentselitegym.com

CONTACT INFORMATION

Child's Name (Last, First): _____ Birth Date: _____
Street Address: _____ Registration Date: _____
Town, State & Zip Code: _____ Age: _____
Guardian No.1: _____ Guardian No. 2: _____ Emergency Contact: _____
Cell Phone: _____ Cell Phone: _____ Phone: _____
Home Phone: _____ Home Phone: _____ Relation: _____
Email: _____ Email: _____

CLASS INFORMATION

Class No. 1: Day: _____ Time: _____ Level: _____ Teacher: _____
Class No. 2: Day: _____ Time: _____ Level: _____ Teacher: _____
Class No. 3: Day: _____ Time: _____ Level: _____ Teacher: _____

REGISTRATION AGREEMENT

I hereby enroll _____ into Surgent's Elite School of Gymnastics and accept the following terms or conditions. I hereby permit my child, herein indicated on this form, to participate in gymnastics and trampoline. I also release Surgent's Elite School of Gymnastics, Inc., its staff and associates from any and all legal liability and medical cost incurred in the course of instruction of gymnastics, trampoline or any related gymnastics activities.

X Date: _____ Guardian Signature: _____ Print Name: _____

CLASS PROGRAM POLICIES & PROCEDURES

Enrollment Terms:

Enrollment term is for a session. There are 2-sessions annually: 1. School Year Session & 2. Summer Session. Enrollment guarantees your child's spot till session ends or until 2-week withdrawal notice is given.

School Year Session: is a 10-month term beginning the 1st week of September and continuing through the end of June.

Summer Session: is a term of 10-weeks beginning the last week of June and continuing through the last week of August.

Fees & Payments Policy:

Annual Registration Fee: is charged per student and expires on August 31st annually. If your child attends the summer session only the registration fee is a \$10 pro-rated fee.

Security Deposit: a deposit is required for each student and will be credited towards your final bill of the session. The security deposit can also be refunded with a 2-week written notice of cancellation provided. Deposit is not required with a full year tuition payment.

School Year Session Tuition: The 10-month session is billed in 2-month installments. There are 5 total billing periods between September & June. Tuition is charged for the number of lessons that occur in the 2-month billing period. Classes occurring on a scheduled closing day are not charged to statement. Installments are due the 1st week of September, November, January, March & May. Annual Registration Fee, Security Deposit & 1st Tuition 2-month installment are due at registration.

Summer Session Tuition: 10-week session tuition is due upon registration.

Rolling Admissions: Enrollment is accepted after the session start. Charges for those enrolling mid billing period will be prorated based on class start date to the end of the 2-month statement.

Late Fee: \$5.00 will be added to your bill for unpaid charges on the 15th of the of two-month billing period.

Returned Check Fee / Credit Card ChargeBack Fee: \$35 per returned check / \$35 charge back fee per dispute

Tumbling Xplosion Students Only: It is now mandatory for all students registered in the Tumbling Xplosion program to leave a credit card on file. Tuition is due the 1st day of each two month billing cycle. From the 1st – the 14th you may choose your payment method. We continue to offer auto-pay and accept Cash, Check or Credit Card (no AMEX). If full payment is not received by the 15th, the credit card on file will automatically be charged for the outstanding balance. If the credit card on file is declined you are required to pay cash for the outstanding balance, the \$25 late fee and a pre-payment of the next month's tuition. If you cannot maintain a credit card on file, one and a half month's tuition is required as a security deposit. If full payment is not received on time, the office will deduct any outstanding charges from this deposit on the 15th of the month and you will be required to leave another security deposit.

Cancellation, Refund, Credit & Make-Up Policies:

I understand my enrollment guarantees a spot in class for the entire session or until I provide 2-week written notice. Failure to attend class without a 2-week written notice for any reason forfeits my right to security deposit. It also does not relieve me from the obligation to pay the full cost of session tuition.

Cancellation (2-Week Written Notice): Your spot in class is guaranteed for the entire 10-month School Year Session or 10-week Summer Session. You are responsible for tuition charges, whether or not your child attends class, until the session ends or a written 2-week notice of cancellation is provided. Cancellation notice, at a minimum, requires a 14-day forward notice of last class date.

Refunds: Refunds are issued for prorated tuition and security deposit when written 2-week withdrawal notice is provided and warranted. No refunds will be issued for missed classes of any reason.

Credits: No credits issued for missed classes for any reason.

Make-up: Your child will be entitled to a make-up lesson for each class they miss. Child must be actively registered and tuition current to be eligible for make-up. All make-ups must be scheduled through office. Make-ups expire at the session end.

Media: Surgent's Elite Gym may use any and all pictures and video of your child or likeness any way deemed appropriate.

Cell Phone & Recording Devices: Children are not allowed to bring cell phones or recording devices of any kind on the gym floor.

Billing Authorization: I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card 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 this facility to charge my ACH draft, 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 cancel. 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. (This Policy Subject To Change Without Notice)

X Date: _____ Guardian Signature: _____ Print Name: _____

MEDICAL RELEASE FORM

To better assist your child in times of need, please take the time to fill out this form accurately. Please indicate below if you child has a history of:

- | | | | | | |
|-----------------------------------|------------------------------------|-----------------------------------|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Fainting | <input type="checkbox"/> Seizures | <input type="checkbox"/> Broken Bones | <input type="checkbox"/> Learning Disability | <input type="checkbox"/> Loose Joints |
| <input type="checkbox"/> Diabetic | <input type="checkbox"/> Dizziness | <input type="checkbox"/> Epilepsy | <input type="checkbox"/> PHP | <input type="checkbox"/> Low Muscle Tone | <input type="checkbox"/> Other |

If any of the above is indicated or there is any additional medical history please explain: _____

Surgent's Elite strives to provide an accessible environment for all persons. If you or your child requires any special accommodation due to a medical situation or any mental or physical disability or condition, please inform a member of our staff and we will do our best to accommodate your child provided such accommodation would not compromise the safety of your child or increase the risk of injury to your child.

Medical Release: Surgent's Elite reserves the right to require medical clearance for any child prior to that child being allowed to participate (or resume participation following an injury) in activities at any of our facilities. This can include, but may not be limited to, requiring a letter from a doctor confirming the child may safely participate in or resume activities and is not at risk of increased injury. I understand that it is my responsibility to keep this information up to date.

X Date: _____ Guardian Signature: _____ Print Name: _____

CREDIT CARD INFORMATION

- CLASS STUDENTS (OPTIONAL) TUMBLING XPLOSION (REQUIRED) AUTOMATIC CREDIT CARD PLAN

Cardholder Name: _____ Student Name: _____

Credit Card Number: _____ Expiration Date: _____ Security Code: _____

Credit Card Type: (Check One) Visa MasterCard Discover Is card billing address the same as on page one? Yes No

Card Billing Address: (If different than contact info on page one): _____

City: _____ State: _____ Zip: _____

I hereby authorize Surgent's Elite School of Gymnastics to automatically charge my credit card. I understand that it is my responsibility to notify the office if I withdraw my child from the program, or withdraw from the automatic credit card billing system.

BILLING AUTHORIZATION POLICY

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card 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 this facility to charge my ACH draft, 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 cancel.

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. (This Policy Subject To Change Without Notice)

X Date: _____ Guardian Signature: _____ Print Name: _____

PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK and MINOR'S RELEASE/WAIVER

In consideration of the services of Surgent's Elite, operator of Surgent's Elite School of Gymnastics, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Surgents"), I hereby agree to release, indemnify, and discharge Surgents, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) I acknowledge that my child's participation in gymnastic activities and other related activities that occur within the facility entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without Jeopardizing the essential qualities of the activity. The risks include, among other things: Slipping, falling from heights; collision with fixed objects or people (including gymnastic equipment); injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, concussions and serious injuries to the head, back, spine or neck.

(2) On behalf of my child, I expressly agree and promise to accept and assume ALL OF THE RISKS inherent in gymnastic activities performed at Surgents. My child's participation in activities at Surgents is purely voluntary, and I elect to have my child participate in spite of the risks.

(3) On behalf of my child, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Surgents from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in activities at Surgents or my or my child's use of Surgents' equipment or facilities, including any such claims which allege negligent acts or omissions of Surgents. I understand that this perpetual release/waiver will apply to each and every occasion that I visit a Surgents facility.

(4) Should Surgents or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(5) I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have.

(6) I hereby certify that my child is physically able to participate on all of the equipment located at Surgents and that my child does not have any medical condition that would cause them not to be able to participate or would increase their risk of injury. Surgents Elite reserves the right to seek medical clearance for anyone that participates in Surgents activities if in the reasonable opinion of Surgent's such medical clearance is appropriate.

(7) In the event that I file a lawsuit against Surgents, I agree to do so solely in the Union County in the State of New Jersey, and I further agree that the substantive law of New Jersey shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

RELEASE/WAIVER (Applicable to all participants under the age of 18)

(8) NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SURGENTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SURGENTS IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, OR DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SURGENTS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(9) In addition to the terms, conditions, and acknowledgments contained in the above PERPETUAL PARTICIPANT AGREEMENT, RELEASE/WAIVER AND ASSUMPTION OF RISK, and in consideration of the below printed Minor being permitted by Surgents to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless Surgents and its agents and employees from any and all claims which are brought by, or on behalf of Minor, and are in any way connected to Minor's use of Surgent's premises, or participation in Surgents activities, including any such claims caused by, or alleged to be caused by, negligent acts or omissions of Surgents.

By signing this document, I acknowledge that if anyone is hurt, during my child's participation in activities at Surgents gymnasiums, I may be found by a court of law to have waived my or my child's right to maintain a lawsuit against Surgent's on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

BY SIGNING I AM WAIVING MY RIGHT TO SUE IN THE EVENT OF INJURY TO MY BELOW LISTED CHILD:

Name of Child (please complete a separate form for each child). Only a child's parent or legal guardian may sign this form. It CANNOT be signed by any other person.

X Date: _____ Guardian Signature: _____ Print Name: _____