

Contract for KrisCross Gym 2022-2023

Child's name _____ Class _____

This contract is between KrisCross Gymnastics and Cheer S-Corp and the child's responsible party name:_____ . Contract is for all Tumbling, Ninja, and Allstar Cheer classes running from _____ to _____. For Power Tumbling team the contract is from August 8th to July 31st. _____initials

Payments

You must sign up for Auto Pay. All payments must be made on or before the 1st class of each month. If payment is not made by the 1st class a \$25 late fee will be added to your account and another \$25 on the 10th of the month if it is still not paid. After the 10th your child will be dropped from the classes until charges are paid. No refund will be given for uniforms paid. Gym fee's will auto bill on your anniversary date. _____initials

WITHDRAW POLICY

30 day written notice is the only Acceptable types of notice and should be given by email to Kriscross_gym@yahoo.com or Text to 580-647-3523. Please includes your child's name and class in the e-mail or written, dated notification to quit. If you choose to just quit attending classes, your child's account will still be charged until notice is given and no refund will be given. If account is over due for more than 30 days it will be sent to a collection agency or small claims court. _____initials

GYM FEE/INSURANCE FEE

In order to pay your child's gym insurance, make improvements to the KrisCross facility, hold special events, add new equipment to the gym, an annual Gym Fee has been implemented. The fee is \$45 per student. This fee is non-refundable. If you leave the gym during your session and return within the same year, you will need to pay the gym fee again. _____initials

Late Pick Up Fee:

Late fee of \$25 will be add to your account after 5 mins. then for every additional 5 minutes \$25 will be added to your account. ____initials

PHOTO VIDEO RELEASE

At times photographs and videos will be taken during classes, events, and other activities. By agreeing below, I agree that KrisCross Gymnastics and Cheer LLC, shall retain all rights to use for publicity and/or advertising purposes any and all photographs and/or videos of participants taken at any/all events or activities that may include your child.

____initials

COMMUNICATION

All communication will be done through email or FB page. If you change your email please update it on your account. Also please check email weekly for any gym information. All teams and dance will have a group me and parents will need to add the group me app. When you receive notice for your monthly payment that is a non-reply email. You must email **KrisCross_gym@yahoo.com** to email the gym. ____initials

GYM CLOSINGS

The gym will be closed the following days during the school session: Sept 5th, Oct. 10th-14th, Oct. 31st, Nov. 21st-25th, Dec.19th-Jan 1st, Feb. 20th, Mar. 13th-17th. The only month that will be prorated is the month of August. On month's with a closing date or week we will offer a Sunday open gym for kids to come to. ____initials

open gym days...Sept-Monday classes only, open gym Sept. 11th 3:00pm-4:00pm, Oct. 23rd 3:00—4:00pm, Nov. 27th 3:00-4:00pm, Dec. 4th and 11th, Feb- Monday classes only Feb 26th 3:00-4:00pm, March 26th-3:00-4:00pm

Epic Students

I understand that I am responsible for my monthly tuition for my child, I must pay in advance so my account does not run in the negative with KrisCross Gym. If Epic fails to make a payment, I understand that I will be charged. I also understand if my activity account with Epic hits zero I am still obligated at the gym until the end of May or I must give 30 day written notice. I understand that a service charge of \$15 is added to the monthly

tuition for added billing expense. _____initials

RELEASE OF LIABILITY

As the legal parent or guardian, I release and hold harmless KrisCross Gymnastics and Cheer LLC, its owner and operators from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, that may be sustained by the participant and/or the undersigned, while in or upon the premises or any premises under the control and supervision of KrisCross Gymnastics and Cheer LLC, its owner and operators or in route to or from any of said premises or at any events/performance. _____initials

ASSUMPTION OF RISK

I fully understand and acknowledge that there are risks and dangers associated with participation in classes at KrisCross Gymnastics and Cheer LLC which could result in bodily injury partial and/or total disability, paralysis and death. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of KrisCross Gymnastics and Cheer LLC, its owner and operators. _____initials

MEDICAL EMERGENCY

The undersigned gives permission to KrisCross Gymnastics and Cheer LLC, its owners and operators to seek medical treatment for the participant in the event they are not able to reach a parent or guardian. I hereby declare any physical/mental problems, restrictions, or condition and/or declare the participant to be in good physical and mental health. _____initials

COVID-19

In the event that my child or myself or a family member become infected with Covid-19. I will notify Kris Wilson at 580-647-3523 immediately. If we must quarantine for 14 days, I will not be refunded or given a credit for classes that my child misses. If you chose to not return we understand. But

a 30 days notice must be given and you are still responsible for your child's tuition.

In the event the gym is closed due to state or government mandate refunds for that month will not be given, but you will not be charged for following months that the gym is closed. If you do not return after reopening you still must give a 30 day written notice or your account will be charged.

____initials

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Tumbling, Ninja, and Allstar Cheer during Covid-19 organized by KrisCross Gymnastics and Cheer LLC, of 72 NE MILLER AVE, ELGIN, Oklahoma, 73538-2331 and/or use of the property, facilities and services of KrisCross Gymnastics and Cheer LLC, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by KrisCross Gym, or the employees, representatives or agents of KrisCross Gymnastics and Cheer LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge KrisCross Gymnastics and Cheer LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of KrisCross Gym, whether caused by the fault of myself, my family, KrisCross Gym or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend KrisCross Gymnastics and Cheer LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of KrisCross Gymnastics and Cheer LLC.

4. FEES. I agree to pay for all damages to the facilities of KrisCross

Gymnastics and Cheer LLC caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I, _____ (parent name) of

_____, _____, _____

_____ (Address), consent to the participation of my

_____, _____ (Child's name), in the activity of

Tumbling, Ninja, and Allstar Cheer during Covid-19, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of

_____ (Child's Name).

6. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Oklahoma law.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that KrisCross Gymnastics and Cheer LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

8. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. EMERGENCY CONTACT. In case of an emergency, please call
_____ (Relationship: _____) at
_____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER
UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY
SURRENDER CERTAIN LEGAL RIGHTS AND AGREE TO THE RULES
SET BY KRISCROSS GYM AND IT'S OWNER AND STAFF.

Parent's Name print: _____

Parent's signature _____

Date: _____

Student's name _____