

**COMMUNICABLE DISEASE
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

PARTICIPANT'S NAME: _____ DOB: _____

PARTICIPANT'S NAME: _____ DOB: _____

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In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. I am not currently being treated for COVID-19 and do not suspect that I have COVID-19. If I have been diagnosed with COVID-19, I have either been symptom free for at least 14 days or have been cleared as noncontagious by my healthcare provider.

2. I am not experiencing, and within the last 14 days I have not experienced, any symptoms of COVID-19, which include, but are not limited to, the following: Cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell.

3. I agree that I will follow all of Gemini's safety precautions while attending class with Gemini Gymnastics Academy, including but not limited to:
 - Not touching others. This includes no handshakes, hugging or other embraces.
 - Wearing a face covering at all times (should this be the current requirement).
 - Using hand sanitizer upon entry and hand sanitizer frequently.
 - Maintain social distancing whenever possible.
 - Such other reasonable requirements as Gemini may request.

I am aware there are risks to me of exposure to, directly or indirectly, arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-Co-V-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS GEMINI GYMNASTICS ACADEMY, LLC, its MEMBER LEAGUES AND CLUBS**, its directors, officers, officials, agents and/or employees, associated personnel, other participants or clients, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

ASSUMPTION OF RISK-WAIVER OF LIABILITY-
INSURANCE STATEMENT-MEDICAL AUTHORIZATION

I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, those activities including but not limited to gymnastics, tumbling, trampoline, Ninja, rock wall climbing and yoga. Being fully aware of these dangers, I hereby give consent for my child to participate in any and all Gemini Gymnastics Academy, LLC programs and activities including video lessons and Zoom classes, and I ACCEPT ALL RISKS associated with this participation.

In consideration for my child's participation I hereby, for myself and my child and our respective heirs and successors, COVENANT NOT TO SUE and FOREVER RELEASE Gemini Gymnastics Academy, LLC, its officers, directors, shareholders, employees, contractors and volunteers from all liability that results in damages or injuries as a result of participation including those from acts of negligence. I also hold Gemini Gymnastics Academy, LLC harmless against any accident or injury that may occur to anyone entering Gemini Gymnastics Academy, LLC property. This is to include occurrences during the dropping off, picking up and/or waiting for the participant of classes, birthday parties as well as events.

In any event of an accident or emergency I hereby authorize my child to be transported to a hospital for medical treatment and I hold Gemini Gymnastics Academy, LLC and its representatives harmless in the execution of such. Additionally, I affirm that the above identified student is covered by medical insurance and I hereby agree to individually provide for all medical expenses which may be incurred by me or my child as a result of any injury sustained while participating at or for Gemini Gymnastics Academy, LLC.

I have read and understand this ASSUMPTION OF RISK and WAIVER OF LIABILITY and INSURANCE STATEMENT and MEDICAL AUTHORIZATION and VOLUNTARILY affix my name in agreement.

DocuSigned by:

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PARENT/GUARDIAN SIGNATURE for Participant(s) under age 18

DATE

Printed Name

PHOTO RELEASE

I am aware that individual or group publicity photos or videos may be taken from time to time and in consideration for my or my child(ren)'s participation I hereby grant my permission for my child's likeness to be used in publicity or advertising. I also understand and give permission for photographs and videos of named persons and/or participants and/or myself be used in print or broadcast media as deemed appropriate for the promotion of Gemini Gymnastics Academy, Ninja Monkey Gym and/or Dragonfly Art & Yoga. If you are in a situation that legally doesn't allow photos please let us know. We will ensure your child's photo will not be used in any promotional materials. Due to the nature of today's electronics we cannot control our clients and their use of photos.

DocuSigned by:

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PARENT/GUARDIAN SIGNATURE for Participant(s) under age 18

DATE

Printed Name

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 debit card 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 credit or debit card account. I understand that an email notice is required to terminate billing 30 days prior to dropping from class. Tuition will be charged on the 1st of the month. I am responsible for the upcoming monthly payment whether or not my student attends classes if I have not provided an email notice to terminate billing 30 days prior.

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.

DocuSigned by:

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SIGNATURE

DATE

Printed Name

PHOTO RELEASE

I am aware that individual or group publicity photos or videos may be taken from time to time and in consideration for my or my child(ren)'s participation I hereby grant my permission for my child's likeness to be used in publicity or advertising. I also understand and give permission for photographs and videos of named persons and/or participants and/or myself be used in print or broadcast media as deemed appropriate for the promotion of Gemini Gymnastics Academy, Ninja Monkey Gym and/or Dragonfly Art & Yoga. If you are in a situation that legally doesn't allow photos please let us know. We will ensure your child's photo will not be used in any promotional materials. Due to the nature of today's electronics we cannot control our clients and their use of photos.

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PARENT/GUARDIAN SIGNATURE for Participant(s) under age 18

DATE

Printed Name

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 debit card 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 credit or debit card account. I understand that an email notice is required to terminate billing 30 days prior to dropping from class. Tuition will be charged on the 1st of the month. I am responsible for the upcoming monthly payment whether or not my student attends classes if I have not provided an email notice to terminate billing 30 days prior.

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DocuSigned by:

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SIGNATURE

DATE

Printed Name

Summer 2020 Gemini Focused - Rules, Terms & Conditions

Enrollment Options: At GGA we have 2 fee structures

- NEW Membership Option: 12 Month Committed Program Rate

***Early Termination Procedures:** Life happens and we get it. In the event that you terminate your membership early, here is what to expect:

1. Family will be charged tuition difference between member and month to month flex rate for months enrolled up to \$250 per student.
2. Family account must be current to continue any programming at GGA.

- Month to Month Flex Rate Option. Come and go as you please, no cancellation fees.

Students can only participate in class once we have received a waiver signed by the student's parent or legal guardian.

We are a **year-round school**. You may enroll **anytime**. Class spots are filled on a first come, first served basis. Once enrolled in a class, your child will remain in that class each month until you notify us of a change in enrollment. We ask that you select a class that best fits your schedule so your child is not chronically missing their regular class.

Tuition is prorated in weekly increments based on your enrollment date.

Health Code: In an effort to keep everyone as healthy as possible, we ask that you respect the following rules regarding health:

- Student participants will have a no-touch scan temperature check upon arrival. Anyone with a temperature at or above 100.4* will not be permitted to remain on site.
- Before participating in class, staff will ask whether a student is currently exhibiting COVID-19 symptoms. If a participant does have symptoms, they should wait to enter premises until they have had no fever for at least 72 hours, other symptoms have improved, and at least 10 days have passed since their

symptoms first appeared, and after afebrile and feeling well (without fever-reducing medication) for at least 72 hours OR has 2 negative COVID-19 tests in a row, with testing done at least 24 hours apart

- In the event that your child has a contagious skin condition, the affected area must be kept covered until the condition has resolved (i.e. warts, molluscum, ringworm)
- Your child must be nit free after a case of head lice before returning to class.
- Students will use hand sanitizer on hands and feet upon arrival, during and after class. Students that cannot use hand sanitizer will wash with soap and water.
- Parents are asked to remain in their vehicles while Summer 2020 Gemini Virtually Sunny classes. If you have questions, please call or email for assistance.
- Picnic tables are NOT seating for parents/spectators. Picnic tables will be utilized as a station for classes.

Taking A Break From Class: In the event your child needs to take a break from class, you are required to alert us so we know to remove your child's enrollment and stop billing. You have three choices:

1. **Send an email record of your request.**
2. **DROP ENROLLMENT using the Gemini app.**
3. **Complete a DROP REQUEST under Enrollments on the parent portal.**

Please understand that telling a staff member will not result in your child's enrollment being removed or billing ceased. GGA cannot guarantee your previous class will have an opening upon your return to our program.

Late Fee: \$10 late fee may be assessed for declined (expired, etc.) credit card payments. You will be notified via email and given 5 days to rectify declined payments before the late fee is assessed. If payment methods are not updated before the first of the month you risk losing your spot in class.

Returned Check Fee: In the event you pay by check and it is returned due to insufficient funds, your account will incur a \$25 returned check fee.

Summer 2020 Virtually Sunny Dress Code – Safety is our highest priority. GGA reserves the right to deny any student admission to class if they are not dressed per our Dress Code.

- While we are outside for class, please have your student dress in comfortable, snug clothing that they can move around in without buttons, snaps or zippers.
- Hair **must** be pulled back, up & out of the face. Even short hairstyles need to be pulled back so the eyes are not obstructed.
- NO jewelry is allowed with the exception of stud earrings.
- NO gum or candy is allowed in class.

Missed Classes: Just like college, your tuition pays for a class spot, REGARDLESS OF ATTENDANCE. In the event of outside classes cancelled due to weather, we will email you a Zoom link for your student to participate in a virtual class from home that day. We will not offer virtually sunny make-up classes per IL safety recommendations.

Refund Policy: We do not refund or prorate for absences or dropped classes. Gemini is committed to keeping class sizes small. Because of this commitment, a student enrolled in a class often prohibits other students from enrolling in that class. Therefore, once a month has started, no refunds will be given if a student withdraws from a class, with the exception of medical excuses. In such situations, we reserve the right to request a written acknowledgment from a licensed medical practitioner before granting a refund.

Credits: When the gym is open for classes, we offer up to one credit for the second missed class in any month.

Closures either through government mandate or in best interest of our clients & staff: In this instance full tuition will be charged and you will have access to a full virtual schedule.

Dates the gym will be closed for regular classes: Labor Day 9/7/20, Halloween 10/31/20, Thanksgiving Break 11/26/20-11/29/20.

Class Cancellations Due to Low Enrollment: Classes require a minimum enrollment of 3 students to run. Classes that do not reach our minimum enrollment are subject to cancellation & we will offer you alternative class times that are running.

Cancellations Due to Weather: Our website will be updated to reflect any severe weather closures. In the event of outside classes cancelled due to weather, we will email you a Zoom link for your student to participate in a virtual class from home that day.

Email Communication: GGA sends invoices, updates, confirmations and news to our families via email. We do not share your email address with others or send solicitations other than official GGA business and news. It is your responsibility to keep email addresses updated. This can be done through the Gemini app, the Parent Portal or by calling or emailing the front desk. You may choose to opt out of emails, however doing so will mean you miss out on important updates, emergency notifications & informational emails!

Text Message Communication: We use text messaging to alert you when there is an unscheduled closure and when important notifications via email are sent so you do not miss them. Occasionally we will text regarding a promotion we are running. You may opt out of text messaging.

Push Notifications: We now have our own Gemini Gymnastics Academy app! You can manage all things Gemini via this app! We will be using this app more & more for communications via push notifications. Download the app from the App Store or Google Play.

The above rules and policies have been put in place to ensure that every child gets the best experience while at Gemini Gymnastics Academy. Though they are written, there may be additional rules and policies that each child will be asked to follow within the context of class. In addition, these rules and policies may be amended from time to time. We will alert you of changes via email, so please make sure your email address is updated.

At Gemini Gymnastics Academy (GGA), we are committed to provide all children with high quality gymnastics instruction. The success of Gemini Gymnastics Academy will be measured in the children whose lives we impact.

DocuSigned by:
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SIGNATURE

DATE

Printed Name