

Gym Kidz to go @ St Patricks Preschool 2038 NE 155 St N Miami Beach, Fl 33162 305-944-4277 www.gymkidzmiami.com info@gymkidzmiami.com

## <u>St Patricks Ballet Program</u> <u>Wednesday:</u>

<u>Group 4-6 2:30pm-3:15pm Group 7-9 3:35pm-4:20pm</u> 1/18, 25 2/1, 8, 15, 22 3/1, 8, 15, 22, 29 4/5, 12, 26 5/3, 10 (show)

Annual Registration fee: \$50 \*new students only)

Tuition: \$300 (16 Classes includes \$60 costume fee for the end of the year show)

\*please register for both the class and the registration fee online.

They will all be under location: St Patricks Preschool in our portal.

### Online Registration:

Log onto our website:www.gymkidzgymnastics.com Click on the <u>To Go</u> tab and follow the direction on the web.

Student's First name:		Last name:		
Date of Birth:	Circle one: boy or gir	٦		
Siblings:				
Student's First name:		Last name:		
Date of Birth:	Circle one: boy or girl			
Student's First name:		Last name:		
Date of Birth:	Circle one: boy or girl			
Authorized Pick ups:			<del> </del>	<del></del>
Address:				<del></del>
City:	Zip Code:	<del></del>		
Mothers First name:	Last r	name:		
Cell phone #:	work #:		e-mail :	
Fathers First name:	Last name:		<del></del>	
Cell phone #:	work #:		e-mail :	
Any previous illness or injury our s	taff should be aware of?			
Food allergies/restrictions:		you hear about us?		
Parent/quardian signature:		Date:		

\*Read waiver and release form on reverse side\*

#### RELEASE OF LIABILITY

Gym Kidz to go, Inc., a Florida corporation ("Gym Kidz") recognizes its obligation to make our students and their parents (or legal Guardians) aware of the risks and hazards associated with the sport of gymnastics, tumbling, cheerleading and dance. Gymnastics, tumbling and cheerleading can be dangerous and may lead to minor or serious injuries. Parents (or legal guardians) should make their children aware of the possibility of injury and encourage their children to follow all the safety rules and coaches' instructions.

In exchange for participation in gymnastics, tumbling, dance or cheerleading instruction at Gym Kidz Inc.'s facilities, or in any exhibition or clinic with Gym Kidz, or while traveling to or from an event organized by **Gym Kidz**, and/or the use of the property, facilities and services of Gym Kidz, I agree for myself and for my child/children to the following:

- 1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Gym Kidz, its employees, representatives or agents.
- 2. With the above in mind and being fully aware of the risks and possibilities of injuries involved with the above described activity, I consent to have my child/children participate in the programs offered by Gym Kidz and hereby assume full responsibility for personal injury to myself and my child/children, and further release and discharge Gym Kidz for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Gym Kidz, whether caused by the fault of myself, my family, Gym Kidz or other third parties.
- 3. I agree to indemnify and defend Gym Kidz and its owners, managers, officers, directors, affiliates and operators 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 Gym Kidz' facilities, including but not limited to any activity involving gymnastics, tumbling, dance or cheerleading instruction, or in the course of any exhibition or clinic in which I or my child/children may participate with or on behalf of Gym Kidz or while traveling to or from an event with Gym Kidz.
- 4. I agree not to bring any type of suit, claim, or complaint, in law, equity, or through an administrative agency, for costs, expenses, principal, interest, fees or otherwise, against Gym Kidz, its owners, officers, directors, employees, agents, subsidiaries or affiliates with respect to gymnastics, tumbling, dance or cheerleading instruction at the Gym Kidz facilities, or in any exhibition or clinic with Gym Kidz, or while traveling to or from an event with Gym Kidz or any contractual matter between myself and Gym Kidz, its owners, managers, officers, directors, affiliates and operators.
- 5. As the legal parent or guardian, I hereby release and hold harmless Gym Kidz, its owners, managers, officers, directors, affiliates 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, including death, that may be sustained by me, and/or my child/children, while in or upon the premises or any premises under the control and supervision of Gym Kidz, Inc., its owners, managers, officers, directors, affiliates and operators or when in transit to or from any of said premises.
- 6. Gym Kidz, its coaches and other staff members shall not be held responsible for injuries sustained by any student during the course of gymnastics, tumbling, dance or cheerleading instruction, or in the course of any exhibition or clinic in which she/he may participate or while traveling to or from an event with Gym Kidz.
- 7. I also affirm that I now have and will continue to provide proper hospitalization, health and accident insurance coverage which I consider adequate for both my child's protection and my own protection. I also understand that it is my responsibility to warm the child about the dangers of gymnastics and injury. As such, I shall be required to warm the child according to what I feel is appropriate. Gym Kidz, will supplement such warmings through "safety messages", teaching style and progressions.
- 8. Medical Emergency. I give permission to Gym Kidz, Inc., its owners and operators to seek medical treatment or attention for my child in the event Gym Kidz, Inc. is not able to reach me or my emergency contact, as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital, as well as the power to authorize medical treatment or medical procedures in an emergency situation.
- 9. I hereby declare any physical/mental problems, restrictions, or condition and/or declare the participant to be in good physical and mental health. In the event of an emergency, I request that my doctor/physician called and that my child be transported to our designated hospital. Our Physician's phone number shall be provided to Gym Kidz.
- 10. Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law. Venue shall be Miami-Dade County, Florida.
- 11. 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 desired. I acknowledge that Gym Kidz has offered to refund any fees that have been paid by me to use its facilities if I choose not to sign this Agreement.
- 12. This Agreement and each of its terms are the product of an arms' 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.
- 13. 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.
- 14. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Miami-Dade County and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

  15. In case of an emergency, please call me and/or the emergency contact that has been provided to Gym Kidz.

# I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY AGREEING TO THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

#### Media Release Form for Parent and Child

I hereby certify that I am the parent and/or guardian of the minor child under eighteen years of age, and I hereby grant full and irrevocable consent to Gym Kidz, Inc., its successors and assigns and those acting under its permission to reproduce, copyright, publish, circulate or otherwise use my name, the minor child's name, and/or photographic likenesses of me and/or the child named on this registration form as single, multiple, or moving images in which I or the minor child may be included in whole or in part, or composite. I waive any right to inspect and approve the finished product or copy that may be used or the use to which it may be applied.

This authorization and release covers the use of said materials in any published, broadcast, or electronic form, and in any medium of advertising, publicity, or trade in any part of the world in perpetuity. I understand that pictures and video footage of me and/or my child, as well as other members of my family, may be posted/displayed, viewed in group meetings, and printed in agency newsletters. I understand that these pictures may be used in other media outlets, such as newspapers or magazines.

Furthermore, I for myself, my heirs, executors, administrators, or assigns, transfer to the organization, its successors and assigns, all my rights, title, and interest in and to such materials to Gym Kidz, Inc., its successors and assigns.

This agreement represents in full all terms and considerations with respect to the subject matter hereof, and no other inducements, statements, or promises have been made to me. These images will be used for Gym Kidz purposes only, and will not be given or sold to outside companies or individuals.