

EVEREST GYMNASTICS

BIRTHDAY PARTY CONTRACT

| 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: | | | Ema | ail: | | | | |
| | | PARTY INFO | RMATION – O | FFICE US | E ONLY | | | |
| Party Date://_ | Party Time: | | No. of Children | | n expected: | Age ran | Age range: | |
| Deposit Amount: \$ | Deposit Date: | E | Balance Pd.: | D | ate Received: | [| Entered into calendar | |
| Invitation/waivers picked up:_ | / Ca | all to confirm: | / | by | Staff assign | ned: | | |
| | | RIRTE | HDAY PARTY | POLICIES | | | | |
| X Date: Gu | ardian Signature: | BIRTI | IDIXI I IXXI I | TOLICILS | | | | |
| Enrollment Terms: Birthday padditional half hour may be pures & Payments Policy <u>Deposit</u> : \$100.00 deposit | party enrollment is fourthased for the party A deposit is require | room for an extra | a \$25. Check wine slot. | ith the offic | e for availability. | | | |
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Everest Gymnastics 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: Everest Gymnastics 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.

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

In consideration of the services of Everest Gymnastics, operator of Everest Gymnastics and Tumbling Center, 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 "Everest"), I hereby agree to release, indemnify, and discharge Everest, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 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 Everest. My child's participation in activities at Everest 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 Everest 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 Everest or my or my child's use of Everest's equipment or facilities, including any such claims which allege negligent acts or omissions of Everest. I understand that this perpetual release/waiver will apply to each and every occasion that I visit a Everest facility.
- (4) Should Everest 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 Everest 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. Everest Gymnastics reserves the right to seek medical clearance for anyone that participates in Everest activities if in the reasonable opinion of Everest such medical clearance is appropriate.
- (7) In the event that I file a lawsuit against Everest, I agree to do so solely in the Atlantic 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 EVEREST 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 EVEREST 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 EVEREST 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 Everest to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless Everest 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 Everest's premises, or participation in Everest activities, including any such claims caused by, or alleged to be caused by, negligent acts or omissions of Everest.

By signing this document, I acknowledge that if anyone is hurt, during my child's participation in activities at Everest gymnasium, I may be found by a court of law to have waived my or my child's right to maintain a lawsuit against Everest 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.

| Child's Name: | | Date of Birth: | | Age: | |
|---------------|-----------------------|----------------|-------------|------|--|
| Date: | _ Guardian Signature: | | Print Name: | | |