

Date:\_\_\_\_\_

Registering for (which class):\_\_\_\_\_

How did you hear about us? (circle) word of mouth, referral, TV, newspaper, yellow pages, event, brochure, internet, other \_\_\_\_\_\_

FAMILY INFORMATION:	
Student's Last Name:	
Contact #1 Name:(self if adul	t student)
Phone Numbers:	
Home: Cell:	Work:
Email:	
Contact #2 Name:	
Phone Numbers:	
Home: Cell:	Work:
Email:	
Address:	
City: State: Zip Code	e:
Emergency Contact Info (Other than Parents)	: Health Insurance Carrier:
Name:	Company:
Phone Number:	Group #:
STUDENT #1 INFORMATION: Student's Name:	STUDENT #2 INFORMATION: Student's Name:
Student Gender: M / F Birth Date:	Student Gender: M / F Birth Date:
Student Email:	Student Email:
School:Grade:	School:Grade:
Disabilities:	Disabilities:
Allergies:	Allergies:
Medications:	Medications:
Primary Doctor:	Primary Doctor:
STUDENT #3 INFORMATION: Student's Name:	STUDENT #4 INFORMATION: Student's Name:
Student Gender: M / F Birth Date:	Student Gender: M / F Birth Date:
Student Email:	Student Email:
School:Grade:	School:Grade:
Disabilities:	Disabilities:
Allergies:	Allergies:
Medications:	Medications:
Primary Doctor:	Primary Doctor:



Date:

Registering for (which class):

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

KPAC LLC and KPAC gymnastics LLC will be hereafter be referenced to and considered "the entity." In consideration of participating in the gymnastics program I represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below: and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue "the entity", and all of its affiliates, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered on the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant

Signature of Participant or Parent if signing for a minor

Relationship to Participant

Date

### PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any releasee may incur as the result of any such claim.

Printed Name of Parent/or Legal Guardian

Date

Signature of Parent/or Legal Guardian



Date:

Registering for (which class):

### KPAC AND ALL OF ITS AFFILIATES RELEASE FORM

Athlete Membership Agreement and Information: Fill in all blanks, submit forms for current season only, bearing original signature (copies/faxes are not accepted). Please initial all agreement lines rather than using a checkmark.

#### AGREEMENT:

In consideration of my membership in "the entity" and all of its affiliates and my participation in the programs offered by "the entity" and all of its affiliates, events, and activities for which I agree to be bound by the following (initial each line):

Eligibility: I agree to comply with the rules of "the entity" and all of its affiliates: readiness to Participate: I will only participate in those "the entity" and all of its affiliates, classes, events, competitions and activities for which I believe I am physically and psychologically prepared. Prior to participation, I will have to practice my exercises and will perform only those exercises which I have accomplished to the degree of confidence necessary to assure I can perform them by myself and without injury.

Medical Attention: I hereby give my consent to "the entity" and all of its affiliates and/or the host organization to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation, and emergency medical services as warranted in the course of my participation.

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis, and even death; as well as other damages and losses associated participation in gymnastics, tumbling, cheerleading, weight lifting, cardio training, dance, martial arts, activities and events.

I further agree that "the entity" and all of its affiliates and any sponsor of "the entity" and all of its affiliates events, along with the employees, agents, officers and directors of these organizations shall not be liable for any losses or damages occurring as a result of my participation in the event, except where such loss or damage is the result of the intentional or reckless conduct of one of the organizations or individuals identified above.

- I also know that I am responsible for a monthly tuition to be paid before the first of each month. This fee is based on a total seasonal fee that is made into monthly installments, not on a per class basis. I agree to automatically include a \$15 late fee for any payments made on or after the 1<sup>st</sup> of each month and a \$30 late fee for any payments made after the 10<sup>th</sup> of the month. I also realize that there is a \$25 fee for returned checks. I understand that "the entity" does not accept cash or checks for tuition payment after the 25<sup>th</sup> of each month.
- MISSED CLASSES: I understand that due to the full enrollment of each class, an unlimited number of make up classes in any class spot is not possible. One makeup class per month is permitted. We do not allow students to "jump in" to classes for make ups. This is to insure we maintain the proper ratios. Please see the office to sign up for make ups. You have to be currently enrolled in order to make up classes. We do not permit skipping payment in order to make up classes. There will be no refund for missed classes. Your student must be actively enrolled to participate in make ups.
  - MISSED PAYMENTS: I understand that any tuition not paid by the 10<sup>th</sup> of the month will result in the dropping of my child from the class. Rescheduling for a new class time slot or possibly entering a waiting list for an open class time may be required.
  - \_\_\_\_DROPPING CLASSES: A drop form needs to be submitted by the 25<sup>th</sup> of the preceding month in order to drop classes. Please turn the form in to our office. If the form is not submitted by the 25<sup>th</sup>, I understand that I will be responsible for tuition payment for the full amount for the next month.

**FOR ALL ATHLETES UNDER THE AGE OF 18:** As legal parent or guardian of this athlete, I verify that I understand and accept each of the above conditions and hereby permit my child to participate in and all of its affiliates classes, events, competitions, and activities.

**PHOTO RELEASE:** As part of our activities, pictures and videos are often taken. Signing below gives us your permission to use these on our website and for promotional publications. Photos and/or videos may be used in local media transmissions, KPAC promotional publications, on the KPAC website, or in any other KPAC medium.

\_\_\_\_\_ (Initial Here) I give my permission to use my child's picture or likeness and first name for KPAC publications and website. I allow my child to be interviewed or photographed by local news media.

Printed Name Parent/Guardian:\_\_\_\_

Signature Parent/Guardian: \_\_\_\_



Date:

Registering for (which class):

WAIVER AND ASSUMPTION OF RISK

I,\_\_\_\_\_\_\_\_(Parent/Guardian) of\_\_\_\_\_\_\_(Student) hereby fully waive and release KPAC, LLC (Releasee), their staff, affiliates and parent companies from any and all claims for personal injury, property damage, or death that may result from my participation in the following physical activities: **KPAC, LLC AND/OR DURING THE NC STATE OF EMERGENCY CONCERNING THE COVID-19 VIRUS and the comeback after the related closure.** 

I hereby voluntarily, <u>AT MY OWN RISK</u>, sign this Waiver and Assumption of Risk in sole consideration of being permitted to use the facilities or property located at 2809 Amity Hill Road, Statesville, NC 28677.

I hereby acknowledge and understand that there are dangers and risks associated with the activities described below, which have been fully explained to me. I hereby agree to abide by all rules, instructions, policies and procedures imposed by the Release relating to the use of the facilities and property.

By signing this Waiver and Assumption of Risk, I fully assume the dangers and risks, and agree to use my best judgment while engaging in those activities. I further agree to indemnify and hold harmless the Releasee, its employees, agents, officers, members and parent companies from and against any and all liability incurred as a result of or in any manner related to my participation in the activities.

I hereby certify that I am of legal age and competent to execute this Waiver and Assumption of Risk, that in doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.

I am aware that while gymnastics, trampoline, tumbling, ninja, silks, dance, preschool and any programs offered are individual sports, there are times when incidental contact will occur. KPAC, LLC is operating in a social and physical distancing environment but even with the best efforts and intentions, there will be times when the children will breach the prescribed (currently 6') distancing recommendation. In addition, our teaching and coaching staff will spot and physically assist when the circumstances require it. Spotting our students and athletes is often necessary in order to teach skills safely, to help athletes perform skills correctly and to prevent injury.

### Please initial one of the 2 choices.

\_\_\_\_\_ I understand and agree that spotting will be part of the learning process at KPAC and I agree to permit my child's teacher or coach to physically assist when needed.

I understand that spotting is part of KPAC's learning process but I DO NOT give permission to my child's teacher or coach to physically assist (unless in emergency circumstances). I understand that this may slow my child's learning curve. My child will wear a bracelet provided by KPAC as a visual cue for her teacher or coach that we do not permit physical assisting.

In addition to the above, KPAC is going to implement new rules and policies. Please initial that you have read them.

\_\_\_\_\_ I understand that anyone entering the facility will have their temperature taken and recorded. I agree to this policy.

I understand that that all students and staff will use their best effort in keeping the recommended safety distance of 6 feet. I understand that all students not abiding by this rule will be asked to leave for the day and to return to in-person camps and classes once we enter a later phase. Students will still be able to participate in online based classes.

\_\_\_\_\_I understand that until further notice, no lockers and/or storage options are available. My student will carry all their required items (as communicated by their teachers) as well as all personal belongings in a backpack or other luggage bag device. This device is to be carried with them at all times and can only be placed in areas marked in the facility. The device is to be carried home on a daily basis.

\_\_\_\_I understand that direct assistance will always be given in the event of emergency or injury.

I have read and understood the foregoing, and acknowledge my consent to the terms of this Waiver & Assumption of Risk by signing this Waiver.

Dated: \_\_\_\_\_

Parent / Guardian Signature:\_\_\_\_



Date:

Registering for (which class):

### POLICIES AND PROCEDURES 2022 - 2023 (TEAR THIS PAGE OFF AND KEEP FOR YOUR RECORDS)

### **PAYMENT INFORMATION:**

**MEMBERSHIP FEES:** All new registrants will pay the membership or family membership fee. They are nonrefundable and nontransferable.

**TUITION:** *Tuition is due before the first of the month.* Invoices are mailed or emailed only to PAST DUE accounts. A <u>\$15</u> <u>late fee</u> will be added to your monthly tuition if it is not paid before the 1<sup>st</sup> of the current month, and if paid after the 10<sup>th</sup> of the current month, the late fee increases to \$30 and your athlete will be dropped from class. All NSF checks will receive a \$25 fee. If you refer someone to KPAC or KPAC2, and they register and pay for classes, you will receive 50% off your next month's tuition, up to a maximum of \$50.

KPAC offers automatic draft from bank accounts and debit/credit cards. Cash and checks for tuition payments are accepted in our office from the 1<sup>st</sup> through 25<sup>th</sup> of the preceding month, but not after the 25<sup>th</sup> of the preceding month. Online payments can be submitted any time throughout the preceding month, but must be completed by the last day of the month. The portal can be found on our website, www.kpacgym.com.

**DROP POLICY:** A drop form is required to be turned in by the 25<sup>th</sup> of the preceding month in order to drop classes **Please turn the form in to the Front Office if you are planning on discontinuing your enrollment.** You will be responsible for any tuition fees charged while we hold your space in a class(es).

**GYM CLOSING POLICY:** Gym closings due to holidays will be posted on the main calendar on our website. Gym closings due to weather will follow the Iredell/Statesville school system, but if there should be any doubt, please call the gym, check our Facebook page or our website.

MAKE UP POLICY: One makeup class per month is permitted. We do not allow students to "jump in" to classes for make ups. This is to insure we maintain the proper ratios. Please see the office to sign up for make ups. There will be no refund or pro-rated fees for missed classes. You need to be currently enrolled in order to make up classes; you cannot skip paying for a month in order to make up classes.

**INJURY POLICY**: "The entity" will need to be notified in writing about any previous injuries your children may have prior to attending class. This will give our instructors a chance to modify the lesson plan to accommodate your child's restrictions without having them "sit out" in some stations or events and losing valuable class time. Should we notice a prior injury with your child and not have a written note and you are not at our facility, our office staff will contact you via telephone to get your verbal consent and any information about restrictions before we can let your child continue with class. On major injuries, like concussions, please let us have a copy of the doctor's release form when your child is cleared to resume all gymnastics activities.

### **KPAC Rules & Policies and General Information**

#### **Rules and Policies:**

- For the safety of the gymnasts please wear hair up and out of face
  - For the safety of the gymnasts no jewelry.
- No food or drink in the gym (this includes gum).
- Children will line up in the hallway next to the gym entrance to wait for the instructor to call the class.
- No parents allowed in gym. There is a viewing area.
- Please feel free to talk to the coaches about how your child is progressing, but understand the instructor may have a class either directly before or after your child's class.

### **GYM CLOSINGS:**

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The gym will be closed on the following days:Labor Day - September 5Thanksgiving - November 24-26New Year - January 1Easter - April 7-9Independence Day - July 4Summer Break TBD

Christmas – December 24-Jan 1 Memorial Day – May 29

