

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of The Edge Training 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 "TETC"), I hereby agree to release, indemnify, and discharge TETC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in ninja warrior fitness training and instruction activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, 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:** slips, trips, and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; muscular soreness, tears, strains, sprains, dislocations, fractures and broken bones; cuts, bruises, and muscle soreness; foot, ankle, leg, wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, TETC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TETC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TETC's equipment or facilities, **including any such claims which allege negligent acts or omissions of TETC.**
- 4. Should TETC or anyone acting on their behalf, be required to incur attorney's 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 I 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 I may have.
- 6. In the event that I file a lawsuit against TETC, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state 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.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TETC 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.**

Parent and/or Adult Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone Number ( \_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone Number ( \_\_\_\_ ) \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18, list all family's participants)**

In consideration of:

Minor 1 Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (print minor's name) and date of birth

Minor 2 Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (print minor's name) ("Minor") being permitted by TETC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TETC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

STOP 1

**Family Information / Billing Contact**

Parent/Guardian First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ How Did You Hear About Us? \_\_\_\_\_  
 Other Emergency Contact Name: \_\_\_\_\_ Other Emergency Contact #: \_\_\_\_\_

STOP 2

**Student Information**

Special Medical Conditions/Allergies/Restrictions

1<sup>st</sup> Student Name: \_\_\_\_\_ D.O.B \_\_\_\_\_  
 2<sup>nd</sup> Student Name: \_\_\_\_\_ D.O.B \_\_\_\_\_  
 3<sup>rd</sup> Student Name: \_\_\_\_\_ D.O.B \_\_\_\_\_  
 4<sup>th</sup> Student Name: \_\_\_\_\_ D.O.B \_\_\_\_\_

**ASSUMPTION OF RISK, WAIVER OF LIABILITY** As legal guardian of the above named persons, I recognize that potentially severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, including but not limited to inflatables, gymnastics, tumbling, cheerleading, clinics, camps, private lessons, birthday parties, birthday party guests, bring a friend, karate, open gym, rock wall climbing, climbing ropes, fitness activities, golf, dance, and field trips. Being fully aware of these dangers, I voluntarily consent to the aforementioned persons participating in any and all programs offered by or transportation provided by American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC and I ACCEPT ALL RISKS associated with that participation. In consideration for allowing my child to use this facility, I, on my own behalf and the behalf of my child and our respective heirs, administrators, executors, and successors, hereby COVENENT NOT TO SUE and FOREVER RELEASE American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC, its officers, directors, shareholders, employees or other representatives, whether paid or volunteer, from all liability for any and all damages or injuries suffered by my child while under the instruction, supervision or control of American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC. I also understand that it is the parent's responsibility to warn the child about the dangers of gymnastics, karate, fitness, cheerleading, tumbling, golf, dance, and injury. The parent should warn the child according to what the parent feels is appropriate. American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC will only warn the child through Safety Messages and our teaching style and progressions. I also understand and give permission for photographs and videos of my child to be used in print or broadcast media as deemed appropriate for the promotion of American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC.

**PERMISSION FOR EMERGENCY MEDICAL TREATMENT/MEDICAL INSURANCE** I confirm that my child is in good health and I have medical insurance on my child and will provide coverage while he/she is enrolled. I fully understand that American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby release American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC staff members to render temporary first aid to my child in the event of any injury or illness, and if deemed necessary by the American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC staff to seek medical help including calling of an ambulance for said child should the American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC staff deem this to be necessary. Additionally, I hereby agree to individually provide for all medical expenses, which may be incurred by my child as a result of any injury sustained while participating in programs offered through American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC.

**TUITION PAYMENT, ENROLLMENT AND BILLING INFORMATION** I understand if my child is enrolled in a program that has reoccurring monthly tuition I am continuously enrolled in the program and I will incur reoccurring monthly tuition charges on my account until I submit a Stop Class Request form. This document may be obtained from American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC business office or downloaded from our website [www.AmericanAllstarsKids.com](http://www.AmericanAllstarsKids.com). If I am stopping a class (with reoccurring monthly tuition) it must be done on or before the last day of the month. If I stop a class after the month begins I will not receive credits and/or refunds for the remaining classes in the current month. I understand that American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC does not guarantee make-up classes, credit and/or refunds for, but not limited to programs, classes(es), clinics, camps, private lessons, birthday party guests, bring a friend, camps, open gym, and field trips, missed and/or cancelled due to holiday, vacation, illness, weather or any other reason. American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC may issue a Free Pass to an open gym for a missed class. If I should receive five classes during the month instead of four there will be no extra charge although it will be considered a makeup for classes missed while we are closed for holidays. During the course of a year this averages out nicely and is a far less confusing payment arrangement for everyone concerned. I am responsible to make timely payments of my balances due on my American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC account. From the date of registration forward my entire account balance shall be due the 1st of each month. I understand this only applies to programs that have reoccurring monthly tuition. Fees for other products and/or services shall be paid for at the time of purchase and/or registration. If my payment is not received on or before the due date, American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC will initiate electronic payments for any balances due on my account. Payments will be processed with the payment method/information that is kept on-file with American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC. If provided, an e-mail notification will be sent any time a payment is processed. I acknowledge that this authorization will remain in effect until I notify American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC business office in writing that the authorization should be terminated. If for whatever reason, payments cannot be processed and my account balance remains overdue, understand that my enrollment in classes will be cancelled. I will be responsible for all costs incurred for collection of any delinquent payments, including but not limited to collection/ attorney fees/ court costs. I understand that monthly payment amounts may vary as classes are added or dropped and as other charges/payments are applied to my account. All currently enrolled students will be charged an annual registration fee of \$35 (one child) or \$50 (family) that will be posted to my account on the 1<sup>st</sup> of the month of my registration anniversary date with American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC.

**I understand and give permission for photographs of my child to be used in print (without name) as deemed appropriate for the promotion of American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC. American Allstars Gymnastics Academy, Ryukyu Karate, The Art of Dance, Fairways Golf Academy and The Edge Fitness Center LLC reserves the right to modify the terms of this agreement with written notice.**

STOP 3

**PAYMENT POLICY**

To secure your space in class we have an **automatic re-enrollment system**. On the 1st of every month everyone who is in a reoccurring program will be automatically re-enrolled in class. The only way for us to guarantee your space for the next month of classes is by using a credit card, which will stay on file and automatically be charged on the 1st of the new month. If you choose to pay cash or check do so BEFORE the 1st of the month and your credit card will not be used. If there isn't a card on file and payment is not made by the 1st, your space may be forfeited. If you would like to stop enrollment you need to fill out a "stop class form" and turn it in during your last month. If the "stop class form" is received after the 1st of the month it will **not** go into effect until the next month. (Example: If you want January to be the last month you are charged for class, turn the "stop class form" in anytime between January 1st - 31st and then you will be taken out of class, so no charge will be incurred on February 1st or beyond.)

**How to Stop A Class**

If you wish to take a break from your enrollment you will need to fill out a "stop class form." You can find this form at the front desk or online at [AmericanAllstarAthletics.com](http://AmericanAllstarAthletics.com). You can fill the form out anytime during your last month with us and turn it in to the main office. As long as we receive the form during your last month of enrollment, you will not be re-signed up or charged until you call back to re-enroll. If you do not fill out the "stop class form" we will assume you wish to continue and we will re-sign you up on the 1<sup>st</sup> of the month to save your space in class. We need to have your request to stop class in writing; therefore, we cannot un-enroll you over the phone. Once you stop a class your space in class will become available for others to sign up for.

**I understand if my child is enrolled in a program that has reoccurring monthly tuition I am continuously enrolled in the program and I will incur reoccurring monthly tuition charges on my account until I submit a "stop class form" to the American Allstars office.**

Guardian Signature: X \_\_\_\_\_ Date: \_\_\_\_\_