



# 2022-2023 PARENT/CHILD CLASS RELEASE FORM

88 Wells Avenue, Newton, MA 02459 (617) 244-3300 / (617) 244-5777(Fax) www.exxcels.net

Child's Name: \_\_\_\_\_ F \_\_\_\_\_ M \_\_\_\_\_ DOB \_\_\_\_\_

Describe any medical conditions which we should be aware of: \_\_\_\_\_

Parent #1: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip \_\_\_\_\_

Home #: \_\_\_\_\_ Cell#: \_\_\_\_\_ (Opt In Text? Y/N) Work#: \_\_\_\_\_

Parent #2: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip \_\_\_\_\_

Home #: \_\_\_\_\_ Cell#: \_\_\_\_\_ (Opt In Text? Y/N) Work#: \_\_\_\_\_

Emergency Contact Name/Relationship: \_\_\_\_\_ Emergency Contact #: \_\_\_\_\_

How did you hear about Exxcels Gymnastics? \_\_\_\_\_

### Acknowledgement of Risk and Waiver of Liability

As parents or legal guardians of \_\_\_\_\_, we hereby give permission for our child and ourselves to participate in all programs offered at Exxcels Gymnastics, LLC. We recognize that gymnastics and climbing are sports that involve height and rotation of the body, and there are inherent risks involved, including risks of serious injury, other personal injury, or death. On behalf of our child and on our own behalf, we freely and voluntarily assume those risks and we agree to waive all claims against, and hold harmless, Exxcels Gymnastics, LLC and its owners, staff and instructors for any liability, loss, injury, cost, damage, medical expense, long-term care or emotional distress arising out of any personal or other injury, including total disability, paralysis and death, which may occur to any of our children while on the premises of or under the instruction, supervision, or control of Exxcels Gymnastics, LLC, and we agree to assume all responsibility for doctor, ambulance expense, hospital expenses, and medical expenses for any loss or injury by reason of our use or our child's use of facilities owned or operated by Exxcels Gymnastics, LLC. We testify to our child's sound health of mind and body and we authorize Exxcels Gymnastics, LLC to seek medical treatment at the nearest medical facility in case of emergency.

### Tuition Agreement For Which We Agree To Be Financially Responsible:

We wish to enroll our child in recreational classes for the session.

- **NO refunds or credits will be given for tuition or membership fees.**
- A non-refundable Annual Membership will be applied; single enrollment-\$40 or family -\$50.
- **Tuition payment is due upon enrollment.** There is no automatic re-enrollment into the Fall, Winter or Spring sessions.
- Upon enrollment, tuition can be prorated base on the number of classes remaining in the session.
- A 20% sibling discount will be given toward the lesser tuition.
- A maximum of 2 make-ups per session can be scheduled in advance through the office. Make-ups cannot be carried over to the next session.
- Exxcels reserves the right to cancel the enrollment of any child who becomes uncontrollable or violates safety rules; no refunds or credits will be issued.
- The gym is closed for Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Easter and Memorial Day. Tuition is pro-rated accordingly.
- Exxcels can cancel classes because of poor weather conditions or for any other uncontrollable factors. These classes may be made up during the current session. There will be no refunds.
- Exxcels is not responsible for lost or stolen items brought into the facility. Please leave all valuable items at home.
- **Exxcels reserves the right to make, display and/or publish individual photographs. Photographs may be displayed within the gym, on the Internet, or in our promotional materials.**
- **Exxcels offers "no risk" trial classes during our Fall, Winter and Spring Sessions. The enrollment fee will include the trial & remaining classes. There is no fee if not enrolled.**

We have read and understand all the above and agree to abide by the above terms, including the Waiver of Liability.

Parent, Guardian, or Authorized Person's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Office Use Only:

CLASS NAME:	CLASS DAY:	CLASS TIME:
TRIAL DATE:	ENROLLMENT DATE:	



**Exxcels Gymnastics & Climbing**

88 Wells Avenue, Newton, MA 02459 (617) 244-3300 / (617) 244-5777(Fax) www.exxcels.net

**Assumption of the Risk and Waiver of Liability Supplement Relating to COVID**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Exxcels Gymnastics LLC has put in place preventative measures to reduce the spread of COVID-19; however, Exxcels Gymnastics LLC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Exxcels Gymnastics LLC could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I \_\_\_\_\_ acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Exxcels Gymnastics LLC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Exxcels Gymnastics LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Exxcels Gymnastics LLC employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Exxcels Gymnastics LLC or participation in Exxcels Gymnastics LLC programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Exxcels Gymnastics LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Exxcels Gymnastics LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Exxcels Gymnastics LLC program.

I understand that this is a supplement to the 2022-2023 Release Form.

Signature of Parent/Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent/Guardian \_\_\_\_\_

Name of Student(s) \_\_\_\_\_