

**GREENVILLE GYMNASTICS**  
**Account Registration Form**

**Account Information**

Location (select one): Greenville Gym \_\_\_\_\_ Mauldin Gym \_\_\_\_\_

Last Name (Billing Name): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact #1: Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Text: Yes No

Contact #1 Relationship: \_\_\_\_\_ Email: \_\_\_\_\_

Contact #2: Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Text: Yes No

Contact #2 Relationship: \_\_\_\_\_ Email: \_\_\_\_\_

*Text will only be used in the event of closings due to inclement weather or emergencies.*

**Participant(s) Information**

*Participant #1*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ T Shirt Size: \_\_\_\_\_ Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Disabilities or Special Needs: \_\_\_\_\_

*Participant #2*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ T Shirt Size: \_\_\_\_\_ Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Disabilities or Special Needs: \_\_\_\_\_

*Participant #3*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ T Shirt Size: \_\_\_\_\_ Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Disabilities or Special Needs: \_\_\_\_\_

**Emergency Contact** (*other than parent/guardian—in an emergency, we will attempt to contact them first*)

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**General Rules and Policies**

**EACH STUDENT MUST HAVE THEIR OWN INSURANCE IN EFFECT.** It is the policy of Greenville Gymnastics not to refund tuition fees except in the case of (1) the customer's death; (2) substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use the seller's services; (3) the customer's permanent relocation over fifty (50) miles distance from an outlet operated by the seller, if the seller is unable to arrange for the customer's use of another facility with equivalent major facilities and services; (4) Class cancellation. Do not bring or send personal items or jewelry to Greenville Gymnastics. We are not responsible for items lost, stolen or damaged including in parking areas. Students must at all times abide by the safety standards of Greenville Gymnastics. Any abridgement of these standards will be cause for dismissal. Parent or Guardian is responsible for student up to entrance into the activity area with the Instructor and immediately upon release from the Instructor and exit from the activity area. Registration Fees are due upon registration and are good until the next August.

Registration Fees are NON-REFUNDABLE. FEES MUST BE PAID IN ACCORDANCE WITH PRINTED FEE SCHEDULE. STUDENTS MAY NOT ATTEND CLASS UNLESS ALL FEES ARE CURRENT.

Initial: \_\_\_\_\_

### **CUSTOMERS RIGHT TO CANCELLATION**

(a) You may cancel this Membership Agreement and any related Retail Installment Sale Contract by sending notice of your wish to cancel to the seller before midnight of the third business day after you sign the Membership Agreement. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: 255 Service Bay Road, Mauldin, SC 29662

Within thirty days of receipt of this notice, the seller shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the seller may charge you a reasonable fee based on days of actual use.

(b) In addition, you or your estate may also cancel this Membership Agreement and any related Retail Installment Contract at any time by written notice to the seller at the above address if the following circumstances occur. (1) the customer's death; (2) substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use the seller's services; (3) the customer's permanent relocation over fifty (50) miles distance from an outlet operated by the seller, if the seller is unable to arrange for the customer's use of another facility with equivalent major facilities and services. The seller may require presentation of information to substantiate that one of these circumstances has occurred. If the Membership Agreement and any Retail Installment Sale Contract are cancelled because of disability, death or permanent change of residence, the seller shall return any note or other evidence of indebtedness and unearned prepayments as follows: for each month that the Membership Agreement was in effect, the seller is entitled to the rate a month or a treatment which it would have been charged if the Membership Agreement has initially been one for the number of months or the number of treatments for which the Membership Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Membership Agreement.

(c) The right of cancellation shall affect only the financial obligations under the Membership Agreement and any Retail Installment Sale Contract and customer's right to use seller's physical fitness services.

Initial: \_\_\_\_\_

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as “I” or “me”) desires to participate in certain athletic sports activities, programs, and/or competitions (the “**Activity**”) provided by EYD Greenville Gymnastics, LLC, a Delaware limited liability company doing business as “Greenville Gymnastics” (the “**Company**”), at the Company’s current facility or any of its future facilities (the “**Premises**”). In exchange for the Company allowing me to enter the Premises and participate in the Activity, I knowingly and willingly agree to all the terms and conditions in this agreement (this “**Release**”) recognize that the Company is relying on my agreement to the terms and conditions in this Release.

### **1. Acknowledgement and Assumption of Risks**

**I am aware and understand that the Activity is a potentially dangerous activity and involves the risk, whether known or unknown, of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I am also aware of the potentially contagious nature of any diseases that I may contract by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others. I understand that, while the Company has implemented measures to reduce the risk of injury from the Activity and the spread of contagious disease, the Company cannot guarantee that I will not be injured or become infected with contagious diseases while on the Premises or during my participation in the Activity.**

**DESPITE THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES, PARTICIPATING IN THE ACTIVITY, AND USING THE EQUIPMENT PROVIDED WITH KNOWLEDGE OF THE DANGERS INVOLVED. I AGREE TO ACCEPT AND ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING FROM MY ACCESSING THE PREMISES, PARTICIPATING IN THE ACTIVITY, AND USING THE EQUIPMENT PROVIDED, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

### **2. Release**

**I expressly waive and release any and all present and future claims against the Company and its officers, directors, managers, employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”) on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise.**

I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that cannot be released by agreement under any applicable laws.

### **3. Confirmation of Participant Health**

I confirm that I am:

(a) in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and

(b) not experiencing symptoms of any illness or disease (like cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of any contagious illness or diseases, and have not come into contact with a person who has been confirmed to have or suspected of having any contagious illnesses or diseases in the last 14 days.

I will also follow all instructions, recommendations, and cautions of the Company at all times. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of any contagious illness or disease, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity.

### **4. Indemnification**

I agree to defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under this Release and of pursuing any insurance providers, incurred by the Company or any other Releasees, arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

### **5. Consent to Emergency Medical Treatment**

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company and all other Releasees from any claim based on such treatment or other medical services.

### **6. Photo Release**

The Company periodically takes photographs for advertising and promotional use in print and electronic publications. By my acknowledgement below, my permission is granted to use my picture or image in any future publications, website and marketing literature, or promotional videos for the Company.

### **7. Miscellaneous**

(a) This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained in this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(b) If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns.

**8. Notice**

PLEASE READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO PARTICIPATE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE COMPANY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A RISK, HOWEVER SMALL, AND WHETHER KNOWN OR UNKNOWN, THAT YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS RELEASE, YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE COMPANY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY, INCLUDING IF THE COMPANY AND/OR ITS RELEASEES ARE IN ANY WAY NEGLIGENT EVEN IN THE ADMINISTRATION OF ANY COMPETITION AND/OR PRACTICE RELATED TO THE ACTIVITY. YOU ARE WAIVING YOUR RIGHT TO SUE THE COMPANY FOR ANY SUCH NEGLIGENCE. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM AND THE COMPANY HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ THIS RELEASE CAREFULLY AND KNOW IT CONTAINS A RELEASE OF LIABILITY.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

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

I am the parent or legal guardian of the minor child named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

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