### VICTORY ELITE GYMNASTICS LLC REGISTRATION FORM

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

How did you hear about us? **Emergency Contact Information** Student's Name:\_\_\_\_\_ Contact #1 Name: Address: City:\_\_\_\_\_ State:\_\_\_\_ Zip Code:\_\_\_\_\_ Contact #2 Name:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_ Zip Code:\_\_\_\_\_ Phone: **Emergency Contact Information NON-Parents** Contact #1 Name:\_\_\_\_\_ Phone: Contact #1 Name:\_\_\_\_\_ Phone:\_\_\_\_\_

Student Information				
Student's Name	#1:			
Birth Date:	School	Grade		
Disabilities/Alle	gies/Medications:			
Student's Name	#2:	√'.		
Birth Date:	School	Grade		
Disabilities/Aller				
	School_			
Disabilities/Allei	gles/Medications:			

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

Victory Elite Gymnastics LLC will hereafter be referenced to and considered the "Gym." In consideration for participating in the gymnastics program including but not limited to recreational classes, team classes, private lessons, workshops, clinics, camps, parties, etc. (the "Activity") at the Gym, 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 Activity 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/or death, which may be caused by my own actions, or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releasees" 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 may incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue the Gym, 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 one 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 further 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.

In the event of an emergency, I hereby give permission to transport my child/ren to a hospital for emergency medical, dental, anesthetic or surgical treatment. I wish to be advised prior to any non-emergency treatment by the hospital and/or doctor. I agree to pay for any expenses incurred for such treatment.

Waiver and Release for Communicable Diseases Including COVID-19: In consideration for participating in the Activity, the undersigned acknowledges, appreciates and agrees that: 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation; and 3. I willingly agree to comply with the stated and customary terms and conditions for participation as regard to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS VICTORY ELITE LLC, their affiliates, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT and WAIVER AND RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19, 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	Date
Signature of Participant or Parent if signing for minor	Relationship to Participant

#### PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced Activity and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. 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 inwhole 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.

Date

# VICTORY ELITE GYMNASTICS LLC 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.

# **AGREEMENT**

In consideration of my membership in the Gym and all of its affiliates and my participation in the programs offered by the Gym 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 Gym and all of its affiliates: readiness to Participate: I will only participate in those the Gym 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 Gym 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, conditioning, activities and events. I further agree that the Gym and all of its affiliates and any sponsors of the Gym 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.					
TUITION/MISSED PAYMENTS: I know that I am responsible for a monthly tuition to be paid before the fourth of each month. This fee is based on a total season fee that is made into monthly payable installments, not on a per class basis. I agree to automatically be charged a \$75 late fee for any payments made on or after the 4th of each month. I also realize that there is a \$25 fee for returned payments.					
MISSED CLASSES: I understand that due to the full enrollment of each class, there will be NO makeup classes available. There will be NO refunds for missed classes.					
FOR ALL GYMNASTS UNDER THE AGE OF 18: As legal parent or guardian of this gymnast, I verify that I understand and accept each of the above conditions and hereby permit my child to participate in 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, Victory Elite Gymnastics LLC promotional publications, and all other social media platforms. I give permission to use my child's picture, likeness and first name. used in local media transmissions, Victory Elite Gymnastics LLC promotional publications, and all other social media platforms. I give permission to use my child's picture or likeness and first name.					
Printed Name Parent/Guardian					
Signature Parent/Guardian					

# **WAIVER AND ASSUMPTION OF RISK**

i,(Palent/Guardan)01	(GyiiiidSt)				
hereby fully waive and release VICTORY ELITE GYMNASTICS LLC (Releasees), their staff, affil from any and all claims for personal injury, property damage, or death that may result from following physical activities.					
I hereby voluntarily, AT MY OWN RISK, sign this Waiver and Assumption of Risk in considera the facilities or property located at 12252 SW 128th Ct, Unit 107 & 110 Miami, Florida 331					
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, affiliates, 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 own free will and accord, voluntarily and without duress, and that I do so intending to bind and administrators or assigns to the fullest extent.					
I am aware that while gymnastics, trampoline, tumbling, dance, and/or any other programs individual sports, there are times when incidental contact can/will occur. VICTORY ELITE GY social and physical environment but with the best efforts and intentions. In addition, our t spot and physically assist when the circumstances require it. Spotting our gymnasts is ofter skills safely, to help gymnasts perform skills correctly and to prevent injury. I also understated always be given in the event of an emergency or injury.  I understand and agree that spotting will be part of the learning process at Victory Eto permit my child's coach/instructor to physically assist when needed.	MNASTICS LLC is operating in a eaching and coaching staff will en necessary in order to teach and that direct assistance will				
Parent/Guardian Print Name	Date				
Parent/Guardian Signature					
I have read and understood the foregoing, and acknowledge my consent to the terms Assumption of Risk by signing this waiver.	of this Waiver and				
Parent/Guardian Print Name	Date				
Parent/Guardian Signature					

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a 30-day written notice is required to terminate billing and I am responsible for payment whether or not my gymnast attends classes until I notify this facility in writing to drop my gymnast from class(es).

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

Parent/Gu	ardian Print Name	Date
	Parent/Guardian Signature	
	Payment Information	
Ple	ease select by checking a payment method	
Credit Ca		Cash
	Credit Card Information (if applicable):	
Card Number:		
Expiration Date:		
CVV:		
Name and Oak		
Name on Card:		

# PAYMENT INFORMATION:

**MEMBERSHIP FEES:** All new registrants will pay the membership or family membership fee. They are non-refundable and non-transferable

TUITION: Tuition is due between the 1st - 4th of the month. Invoices are mailed or emailed only to PAST DUE accounts. A \$75 late fee will be charged if the monthly tuition payment is not received between the 1st through 4th of the month.

All returned payments will receive a \$25 fee.

All families need to enroll in automatic draft from bank accounts and debit/credit cards. Cash/Check/Money Wire payments are accepted. Any tuition payments not paid before the 4th of the month will be automatically drafted from the payment information on file.

**CANCELLATION POLICY:** An email needs to be submitted to *Victorye litegymnastics@gmail.com* no later than the 25th of the preceding month in order to cancel your tuition payments. If athlete cancels, they would have to wait a minimum of 1 calendar year to re-join.

**GYM CLOSING POLICY:** Gym closings due to holidays will be posted on our Instagram and Facebook pages. Closing due to weather will be handled on a case by case basis taking into account Miami Dade County warnings and NOAA hurricane center recommendations.

**INJURY POLICY:** The Gym 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 lose valuable class time. Should we notice a prior injury with your child and have a written note and you are not at our facility, we 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, your child/children will not be able to participate in any gymnastics activities without a copy of clearance release form from your child's general practioner.

## Victory Elite Gymnastics LLC Rules & Policies and General Information

- \*\*For the safety of the gymnasts, they must wear their hair in a bun.
- \*\*For the safety of the gymnasts, no jewelry is allowed to be worn.
- \*\*No food or drink in the gym, this includes gum or candy.
- \*\*Children will wait in the office until a coach/instructor calls them in for class.
- \*\*No parents are allowed in the gym.
- \*\*We ask that you do not interrupt class and instead please schedule an appointment if you would like to speak to the head coach/coaches about your child's progress.

### **GYM CLOSINGS:**

Labor Day - September 2 New Year December 30 - 1 Thanksgiving November 27-29

Christmas December 24 & 25

Easter April 20 Memorial Day May 26

Independence Day July 4

## FROM US TO YOU BEFORE YOU START YOUR JOURNEY WITH US.

### VICTORY ELITE GYMNASTICS LLC GYMNAST/ATHLETES/PARENTS EXPECTATIONS

- We will always prioritize athlete SAFETY before any skill.
- Skills require repetition and body awareness, we will teach based on those tactics. Progress varies per athlete, allow mind
   body to work together will allow our gymnast to have much better results with fewer setbacks. We preach patience!
- •No individual athlete, regardless of their talent or achievements, should overshadow the collective mission and values of the institution they represent. While exceptional athletes can bring glory and recognition, it's crucial to remember that they are part of a larger community and system that supports and nurtures their success.
- We are a team and we RESPECT & TRUST each other and MOST importantly our COACHES!
- We ask that our that if a parent needs to speak to a coach please send an email victoryelite@gmail.com or text 786-899-9818 between 9a-6p we respond within 24 hours.
- Bullying will not be tolerated. If an athlete has to be reprimanded more than one time they will be suspended from attending class for 1 week. Non refundable. As an organization we want to maintain a positive, healthy and happy environment for everyone that comes in. Bullying, threats to athletes, coaches, owners and or parents is not tolerated. It will lead to being banned from our gym.
- When you walk through Victory Elite's Gymnastics LLC door and you decide to do gymnastics with us we expect a commitment from everyone in the family. We need the athlete to arrive on time.
- Attitude is everything in sports, if you walk in and believe you will have your best outcomes, complaining constantly won't bring success.
- In gymnastics details are the difference between 1st and 5th place, details are everything so focus on them.
- We will do our best to help conquer your athletes fears but we understand that kids progress at different speeds, we will do our best to get them there. We just ask for patience and understanding from our parents.
- We expect our athletes to be the best, most well conditioned and disciplined athletes always.
- We will always give 100% effort and attention to your children and we want the entire family to have the best experience when they become part of the Victory Elite family.
- PARENTS MUST NOTIFY THE GYM TO DROP A GYMNAST FROM CLASS. Only a written notice via email, regular postal mail or hand delivered to our front desk will be acceptable. You are responsible for payment for your gymnast's classes WHETHER OR NOT YOUR GYMNAST ATTENDS CLASS until the time you notify the staff VIA WRITTEN NOTICE. If a gymnast stops coming to class without notification, then that gymnast's account will be charged for the additional 30 days. This charge will be for holding the gymnast's place in that class instead of offering that place to one of the many on a waiting list.
- All gymnasts are required to wear the specified uniform to every practice.
- Because of our strict gymnast to teacher ratio, missed classes will not result in prorated tuition or refunds. No refunds for classes missed including scheduled holidays. It is the parents' responsibility to schedule make-up classes within one month of the missed class during the same session. School Year Session make-up classes cannot be carried over to the Summer Session and Summer Session make-up classes cannot be carried over the School Year Session.
- Gymnasts will lose their spot in a class due to delinquent tuition.
- Camp Tuition is due prior to participation. A \$50.00 deposit per child per week is required to reserve space.
- Days missed during a weekly camp session cannot be made up during another week. Weeks missed cannot be substituted for later weeks.

- Please pick up your gymnast on time. Please inform us if you know you will be late picking up your child(ren). Instruct your child(ren) to wait inside the building and you should escort them from the building to your car. During peak times the parking lot is crowded. Please take into consideration that our gymnasts may include young children. Please drive slowly and carefully. Do not take a chance on your gymnast running to and from your car.
- The Gym reserves the right to remove a child from class/camp/activity if a disciplinary problem arises. If problem persists, we reserve the right to expel your child without refund.
- In the event the Gym undertakes efforts to collect amounts owed to it, it shall be entitled to recover its attorneys' fees and costs incurred in collecting the amounts owed to it.
- •During competition meets, gymnasts will be judged by the concurrent judges at that specific meet. We ask that you write any questions down you may have about scores, placements or any other questions pertaining to the competion and send them to us via email and we will respond in a timely manner after the competition is over.
- If your gymnast is going to compete, we require that the comitment be for an entire season.
- If a gymnast misses more than 2 times within 2 weeks of a competition during the season, the coaches have say on whether the gymnast will be ready for that competition even if the competition is paid for. Safety will always come first! No Exceptions!
- We ask that if your gymnast is sick please text us and let get better through rest. They work hard everyday and sometimes it just their body saying I need some rest. Thank you.
- Victory Elite Gymnastics has a structured trainning plan for the gymnasts. Our program is set so the gymnasts get the best technique and training program. We do not change or adjust our training programs.