

# Tiny Tumbles Waiver & Release of Liability Agreement

**DISCLAIMER:** Tiny Tumbles, LLC ("Tiny Tumbles") is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, demonstrations or shows, or in any other way involved in gymnastics at Tiny Tumbles for any reason whatsoever, including ordinary negligence on the part of Tiny Tumbles, its members, managers, agents, or employees.

**CONSENT:** I consent to my/minor's participation in the activity and acknowledge that I fully understand my/minor's participation may involve risk of serious injury, illness, or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted, and/or the rules of play of this type of activity. I understand that if I have any risk concerns, I shall discuss them completely with the staff before I sign this agreement and before my/minor's participation in the activity begins. Knowing and understanding the risks involved with participation in the activity, I hereby voluntarily and willingly assume full and complete responsibility for all losses and damages, including injury, illness, and death, resulting from my/minor's participation in the activity, including transportation to and from the activity. I agree I am financially responsible for any losses and damages resulting from my/minor's participation in the activity.

**WAIVER:** In consideration for my/minor's participation in the activity, I hereby waive all claims or causes of action, including ordinary negligence, against Tiny Tumbles, its managers and members, and any of their employees, teachers, coaches, or agents, arising out of my/minor's participation in the activity wherever, whenever or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Pennsylvania and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Pennsylvania. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me/minor for the ordinary negligence of Tiny Tumbles or any person listed above.

**PHOTO & VIDEO RELEASE:** I grant consent for my/minor's picture to be taken or to be filmed while participating in activities at Tiny Tumbles. I authorize Tiny Tumbles to use and publish images, photographs, pictures, portraits, and audio, video and/or film footage of me/minor in all forms of media and in all manner for publication including, but not limited to, advertising and marketing campaigns, press releases, periodicals, and website use. I hereby waive any right I may have to review, inspect, edit or approve such publication and I release Tiny Tumbles from any claims I may have against it for use of such images, photographs, pictures, portraits, and audio, video and/or film footage of me. I acknowledge that if I do not wish to grant consent for participant photo & video release, I must submit written notice prior to the start of participant's first class.

**POLICIES:** I affirm that I have read and agree to all of the policies listed on the opposite side of this waiver including, but not limited to, the following: Refunds must be requested no later than 3 days after the first class. Requests made more than 3 days after will result in a 50% refund contingent upon approval by Tiny Tumbles LLC. Students who become injured at any point during a session and are physically unable to participate are eligible to receive a full refund for remaining classes. Requests for makeup classes must be submitted to Tiny Tumbles LLC or township staff no later than 3 days after the missed class. Trial classes must be requested at least 24 hours prior to time of desired class and approval is contingent upon available class seats.

I affirm that I am of legal age and am freely signing this agreement.

**Participant** name (first and last): \_\_\_\_\_

**Participant** DOB: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Parent/Guardian** name (first and last): \_\_\_\_\_

**Parent/Guardian** signature: \_\_\_\_\_

**Parent/Guardian** email address: \_\_\_\_\_

# Tiny Tumblers LLC's Policies

## **Enrollment Policy:**

Children who have never participated in Tiny Tumblers programming are eligible to receive one trial class at no charge. Participation must be requested **at least 24 hours prior** to time of desired class and approval is contingent upon available class seats. All students are eligible to receive pro-rated sessions if joining after the first class. Pro-rated session costs are calculated by multiplying the price per class by the remaining number of classes.

## **Refund Policy:**

Students who enroll in classes and do not wish to continue after the first class are eligible to receive a full refund upon request for remaining classes (excluding the first). Request must be given **no later than 3 days after** the first class. Requests made more than 3 days after will result in a **50% refund** contingent upon approval by Tiny Tumblers LLC. Any request to withdrawal from a session that has not yet begun must be given **no less than 3 days prior** to the first class. Requests made less than 3 days prior will result in a **50% refund** contingent upon approval by Tiny Tumblers LLC. Students who become injured at any point during a session and are physically unable to participate are eligible to receive a full refund for remaining classes. Tiny Tumblers LLC reserves the right to request a doctor's note to verify an injury prior to refund approval.

## **Makeup Policy:**

Makeup classes are evaluated by Tiny Tumblers LLC on a case-by-case basis and are contingent upon available class seats. Requests for makeup classes must be submitted to Tiny Tumblers LLC or township staff **no later than 3 days after** the missed class.

## **Waitlist Policy:**

Students who wish to enroll in a class that has reached capacity may join the class waitlist. If an enrolled student chooses to withdraw from the class, families of waitlisted students will be contacted in the order in which they joined the waitlist.