

SSB Kids REGISTRATION + Liability & Waiver Form 2020-2021
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

BOTH SIDES MUST BE COMPLETED

Tender Type _____

Tuition Amount: _____

Registration Amount: _____

Rec'd & Input by: _____

Total Amount: _____

Name of Participant: _____ Date of Birth: _____ M/F (Circle one)

Class: _____ Day & Time: _____

Name of Participant: _____ Date of Birth: _____ M/F (Circle one)

Class: _____ Day & Time: _____

Address: _____ City _____ State _____ Zip _____

Parent Email address: _____

Emergency Contact (not parent) Name: _____ Cell Phone #: _____

Mother or Guardian: _____

Father or Guardian: _____

Work #: _____ Cell phone #: _____ Work #: _____ Cell Phone #: _____

Dr. Name & Phone: _____ I agree to accept text messages/emails (initial): _____

PARENTAL CONSENT

I, _____ (minor's parent and/or legal guardian), on behalf of _____ (a "Minor") understand the nature of the activities provided by SSB Kids! I am aware of the Minor's experience level and capabilities and believe the Minor to be qualified to participate in said activities. I have read the SSB Kids! policies brochure and agree to abide by the terms and conditions contained therein.

In consideration of participating in the activities at SSB Kids!, I represent that I understand the nature of these activities and that the Minor is qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue the Minor's participation in the activities.

I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the Minor's own actions, or inactions. These risks may also be caused by others participating in the event, the conditions in which the event takes place, or the negligence of SSB Kids!, Inc. and its staff, or the negligence of Kids in Motion Academy and its staff; or the negligence of any other RELEASEE set forth below; and that there may be other risks caused by persons either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of the Minor's participation in the activities.

I, on behalf of myself and the Minor, hereby release, discharge, and covenant not to sue SSB Kids or Kids in Motion Academy, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors (lessors) of premises on which the activities takes place, (each considered one of 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 "releases" or otherwise, including negligent rescue operations; and I future 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 Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost which any may incur as the result of such claim including, but not limited to any attorney fees incurred in defense of said action.

I have read this the foregoing paragraphs, understand that I have given up substantial rights on behalf of myself and the Minor by signing it and have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it 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.

Concussion Policy:

All staff at SSB Kids! Kids in Motion Academy are educated on concussion protocol through SSB Kids! I concur that I have read the concussion policy on the SSB Kids! website and acknowledge understanding of the severity of concussions. I agree to report to administration if the Minor shows signs of concussion. I also understand that the Minor will be removed from activity by staff for evaluation if signs of a concussion are present. In cases of severe head injury, the Minor will be transported by EMSA to the hospital for professional medical evaluation.

Medical Release:

The undersigned gives permission for the SSB Kids owners, officers, employees and /or agents to seek emergency medical treatment for the participant(s) in the event they are unable to immediately reach any parent or guardian. The undersigned also agrees that they themselves will be responsible for any financial debt incurred by said action including but not limited to ambulance, doctor, and emergency room fees. The undersigned does not hold SSB Kids or any party thereof liable for potential exposure to any virus or illness as a result of coming into contact with the facility, staff, or customer's family of SSB Kids.

Payment Information:

Non-refundable, annual registration fees are due upon enrollment. Tuition payments are due the 1st week of each month. No spot is guaranteed until payment has been received. No child is permitted to participate until full payment is made. ABSOLUTELY NO REFUNDS. You are required to give the

office a 20-day written notice if your child discontinues for any reason. Auto payments will be stopped for the following month only if written notice is given 20 days prior. Short term closure due to any health/safety concerns do not entitle customers to a refund. Make up class opportunities will be provided to offset lost time, and various months throughout the year provide more than 4 classes per month several times in a calendar year - with no additional cost incurred by the family. This helps offset any lost time due to temporary closure or holidays. Bank Draft Agreement: Any account that is not processed successfully on the monthly autodraft will incur a \$10 monthly processing fee. Any account with a balance remaining by the 7th of the month will incur a \$10 late fee. Any account with a balance remaining by the 10th of the month may be removed from enrollment in any and all classes pending payment of balance in full. I (We) hereby authorize, SSB Kids!, to initiate debit entries to my (our) checking account indicated above, and the bank named above, to debit the same to such account. I (we) furthermore agree the amount of my (our) monthly bill will be debited automatically out of my (our) bank account on the 1st business day of each month. If for any reason the debit is returned to SSB Kids!, I will be charged a \$25.00 returned check fee and be liable for my monthly bill and any other fees that might accrue due to the returned item. SSB Kids! will continue to debit my account until I (we) give written notice to SSB Kids! to stop debiting my bank account. Written notice must be given 20 days in advance of the debit day (20 days before the 1st business day of the month) to ensure stop payment for the following month.

and/or

Credit/Debit Card Agreement: By Signing this agreement, you have authorized SSB Kids to bill your credit card for your monthly dues (preauthorized check card or credit card) for a minimum of 1 month from the start date (here in after) referred to as "the term"). Your account will be billed on or shortly following the 1st of each month. A \$25 service charge will be applied for each month your monthly dues are returned uncollectible in addition to your monthly dues. To cancel a membership, SSB Kids must be notified in writing through the completion of our standard Drop Form at the front office 20 days in advance. As a convenience to me, I authorize my bank to make payments to SSB Kids! I agree that treatment of such payment shall be the same as if it were signed personally by me. I understand that I am in full control of my account and I may cancel my Electronic Funds Transfer(EFT) authorization by completing a Drop Form (at least 20 business days to presentment date). I understand that EFT is not compulsory as an extension of credit. I have read and fully understand the cancellation policy and billing procedure.

*Only memberships in good standing may be cancelled. *SSB Kids! reserves the right to discontinue or change any service or pricing at any time.

*Verbal cancellation will never be accepted. *It is the Buyer's responsibility to know whether this agreement is in good standing.

1. Rules and regulations: MEMBER AGREES TO FOLLOW SSB KIDS RULES. Violation of these rules may cause for suspension or cancellation of membership.

2. Severability: If any part of this agreement shall be held invalid that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

3. Service provided: This membership includes use of facility for CLASSES only.

4. Jurisdiction: To the full extent permissible by law, for purpose of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Oklahoma and to the application of Oklahoma law.

5. Entire Agreement: The member and SSB Kids acknowledge that this agreement constitutes their entire agreement. It cannot be amended except in written notice form executed by both parties.

6. Buyer's Right to Cancel: Cancellation under this agreement must be in writing via official Drop Form to SSB Kids. If the buyer has executed any credit or lien agreement with SSB Kids, to pay for all or part of their services, any such agreement executed by the buyer shall also be returned within 60 days after such cancellations.

ANY HOLDER OF THIS MEMBERSHIP AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICE OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY DEBTOR HEREUNDER.

I have read the attached comprehensive list of all membership plans offered for sale by SSB Kids, and the respective price of each plan. I realize all the provided material will be honored by SSB Kids and understand my right to not sign if there are any incomplete blanks, my right to cancel, and the SSB Kids refund policy. I further realize I must obey the rules of SSB Kids and that SSB Kids reserves the right to remove me from SSB Kids if my actions violate the rules of SSB Kids. BY SIGNING BELOW, BUYER/BUYERS ACKNOWLEDGE THEY HAVE READ AND RECEIVED A COMPLETE COPY OF THIS AGREEMENT.

Transportation Release:

I give my permission for the Minor to be transported by an SSB Kids! vehicle for field trips or other places which are known to the parents and/or guardians.

Marketing Release:

I understand that myself or the Minor's likeness, image, voice, name, or statements (verbal or recorded in any way) may be used in SSB Kids or Kids in Motion Academy ads, promotional videos, website or any company material. This data will be used for SSB Kids and or Kids in Motion Academy purposes only and will not be sold to any non-affiliated company.

Rules and Requirements for Participation in the Facility:

Demonstrate respect in word and actions to all other athletes, staff, adults, and anyone else in person and via all communications whether verbal or written online, phone app, text, social media, email, review, or post refraining from profanity or harsh criticism of others in any way. All potential issues, comments, complaints, or feedback must be directed to the responsible coach, general manager, or office administration in lieu of public announcement of said issues before the company is offered the opportunity to make any changes necessary to ensure the success of all programs affiliated with SSB Kids or Kids in Motion Academy. All athletes and families must adhere to the published schedule. Access to indoor or outdoor facility outside of enrolled class day and time is not allowed.

All children under the age of 18 must be with a supervising adult or enrolled in a class and engaged in said class at the enrolled time and proper location. Everyone on the premises must adhere to all rules – posted or verbal – given by any staff member. Failure to comply with severe weather instructions as issued by any staff member will be grounds for immediate and permanent eviction from the premises. Weapons, illegal substances, pets (other than service animals), alcohol, or prescription medications are not allowed on the premises. Any medications needed by an athlete must be kept out of the building by the parent or registered and submitted to the office following proper protocol. Adults are never allowed to be alone with an athlete at any time. Audio or video recording is not allowed on the premises without the express permission of the gym manager or office administration.

All athletes are required to wear proper attire and may not change clothes at any time in any open areas of the facility. Failure to comply with any rule or requirement listed on this document is grounds for eviction of offending person and immediate family of said person from the premises as well as permanent expulsion of all involved from any program affiliated with SSB Kids and/or Kids in Motion Academy. Athletes who are disruptive in any class or program may be immediately and permanently banned from all activities. Any physical or verbal aggression, explicit language, hate speech, bullying behavior, or threat will result in the immediate and permanent eviction from the premises as well as a permanent dismissal of all members of the immediate family at the discretion of company administration. Any physical action or word that potentially compromises the safety of any athlete or staff is not allowed and can result in disciplinary action as determined appropriate by company administration.

Yes, I have read, understood, and do hereby agree to all included on this document:

Print name of parent/Legal Guardian _____

Print name of Minor Child: _____

Signature of Parent/Legal Guardian _____

Date: _____