U.S. GYMNASTICS DEVELOPMENT CENTER INC. 2019-2020 HOURLY CLASS PROGRAM

Membership #		_
Mem. Due Date	/	_
Start Date	//	_
WO Coupon Given	/ /	

Office Use Only

T-Shirt	Given	_/	_/_
T	D	C	

DISC Coupon Given ____/__/

MEMBERSHIP AGREEMENT

Member's Name		Birthd	ate//	Age	Gender_
Parent/Legal Guardian's Name(s)					
Street			Cell # ()	
City	State	Zip	Work # (
Email Address_			Home # ()	

PLEASE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

Membership Fees:

Each Member will be required to pay an annual non-refundable/non-transferable membership fee of \$60 prior to participation in any program at U.S. Gymnastics Development Center, Inc.

Registration:

All Members of the U.S. Gymnastics Development Center (Gym) are permitted to register for regularly scheduled classes (space permitting). A class registration fee will be charged for all classes in accordance with the Price Schedule set forth in this Agreement.

Class Fees:

Class fees must be paid in full before the first class of each month in order for Member to be admitted into class. Class fees for currently enrolled students are due by the 15th of the current month for the following month. A spot in class will be held only until that time. After that, the spot will be available on a first-come, first-served basis only. Failure to pay on time will result in the Member losing class time and possibly his/her spot in the class.

Payment:

No Member will be permitted to participate in a class or open workout prior to the time in which full payment has been received by the Gym. A Member who chooses the full year, half-year and monthly payment plan must make full payment prior to the first class of said period. Payment plan is chosen at the time of registration. There is no switching once a payment plan has been chosen. The full year payment plan is available until November 15th, 2019. The first half-year payment plan is available until October 15th, 2019. The second half-year payment plan is available until March 15th, 2020. If a Member registers in September and chooses the monthly payment plan, they must continue with the monthly plan until February. In February they can choose either the second half-year payment plan or continue with the monthly payment plan.

Health Warranty:

Member's parent and/or legal guardian warrants and represents that Member is in good physical condition has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or activity that would be detrimental to his or her health, safety, or physical condition, if he or she does so engage or participate. This representation is made by Member's parent and/or legal guardian knowing that the Gym will rely upon same in respect to the issuance of this membership and subsequent admittance to classes at the Gym. Member's parent and/or legal guardian understands that the Gym is not responsible for Member's actions and that if Member's parent and/or legal guardian is in doubt about any part of the activities that the Member will participate in Member's parent and/or legal guardian will consult his/her physician. Member's parent and/or legal guardian shall immediately notify the Gym of any change in the Member's physical condition which may inhibit the Member's ability to engage in active or passive exercise or activity.

Missed Classes:

If a Member is unable to attend his or her regularly scheduled class, the Member may schedule a makeup class. Makeup classes must be scheduled ahead of time, in existing classes, space permitting, in a month Member is registered for classes. Makeup classes cannot be taken in place of class registration. Makeup classes cannot be carried over to another program, another year, another class session, nor can they be transferred to another child. Credits will not be granted for missed classes. If Member misses class, the only options are to schedule a makeup class or receive an open workout coupon. i.e. - If Member is enrolled for Sept.-Jan. and misses classes during this time period, he/she can do makeup classes in any month prior to the end of January. After January, Member may redeem missed classes in the form of open workout coupons to be used while membership is current.

Refunds:

Request for refunds must be made in writing and will be honored up to 2 weeks prior to the start of the month for which the refund is requested. Under no circumstances will refunds be given once a month has started. Your refund will be calculated offering you the next best payment option available for the time the Member was enrolled, not on a pro-rated basis of the amount paid. There is a \$50 processing fee on all refunds. The refund policy is not administered on an individual basis. This policy must be followed by every customer, without exception. Refunds are not contingent upon the reason behind the request. Membership fee is non-refundable/non-transferable under any circumstances. Refunds will take 6-8 weeks to be processed and mailed. i.e. - Full Year: Notify Gym in writing on March 1st that the Member will no longer be attending class. Refund calculation: 1. Credit the full amount paid. 2. Charge Sept.-Jan. at the 1/2 year rate. 3. Charge Feb. and March at the monthly rate. 4. Charge the \$50 processing fee. 5. The remaining balance is the refund, i.e. - 1st 1/2 year: Notify Gym in writing by Dec. 15th that the Member will no longer be attending class. Refund calculation: 1. Credit the 1st 1/2 year amount. 2. Charge Sept.-Dec. at the monthly rate. 3. Charge the \$50 processing fee. 4. The remaining balance is the refund. i.e. - Monthly: Notify Gym on or after the 1st of the month that the Member no longer will be attending class. There is no refund. Your only option at this point is open workout coupons.

I haveby admoviledge that I have read, understood and agree to this Membership Agreement and additional terms of the reverse side

and that I have received a signed copy of this Agreement.	rins or the	reverse	siue
Parent/Guardian Signature	_Date	_/	
U.S. Gymnastics Development Center, Inc. Authorized Signature	_Date	_/	<u>/</u>

Open Workouts

Members may take part in open workouts at times specified by the Gym at an additional cost per session (price depends on open workout type), payable at the **start** of the open workout, **before being admitted** into the Gym.

Trial Classes:

Guests are entitled to one trial class before becoming a Member. All guests must register and pay for the trial class before class begins. Trial classes must be scheduled ahead of time in existing classes, space permitting.

Dishonored Checks:

If any payment to the Gym, including, but not limited to, a check or bank draft is not honored, in addition to the other rights, it may have, the Gym shall have the right to (a) assess a charge of \$30 for each check or bank draft so dishonored, (b) require reimbursement for cost collection, and (c) terminate this Agreement.

Rules and Regulations:

Parent and/or legal guardian of Member agrees that the Member will abide by all the membership rules, regulations and schedules of the Gym which may be posted in the gym and issued orally, any of which may be amended from time to time, at the Gym's sole discretion. The Gym has the right to suspend and/or terminate any membership for violation of the rules and regulations, or behavior which is detrimental to use of the Gym by the other Members.

Items Left:

Cubbies are provided for the convenience of, and use by Members. Management reserves the right to remove any articles left at the end of each night. Members are urged to avoid bringing valuables onto Gym premises. The Gym, any parent, subsidiary or affiliate companies, their successors or assigns, as well as their directors, owners, officers, agents and employees, shall not be liable for the loss, theft of, or damage to the personal property of the Members or their guests.

Transferability:

A Member may not transfer his or her membership in the Gym and/or payments made for class registration.

Liability Waiver:

By signing this Agreement the parent and/or legal guardian agrees that they understand the risks involved with the use of the facility, its equipment, program and services, and agrees that the Member will participate at his or her own risk. The parent and/or legal guardian further agrees that the Gym shall not be liable for any injuries or damages to any Member or guest, or the property of any Member or guest. The parent and/or legal guardian further waives the right to sue, for themselves or on behalf of the Member, based on any claims, demand, injury or damages whatsoever, including, but not limited to those damages resulting from acts of active or passive negligence on the part of the Gym, any parent, subsidiary or affiliate companies, the successors or assigns, as well as their directors, owners, officers, agents, and employees, for any and all such claims, demands, injuries actions or causes of action.

PAYM	IENT	<u>SUN</u>	MON	TUES	WED	THUR	<u>FRI</u>	SAT
Full Ye	ear (Sep-Jun)	\$1040	\$1040	\$1066	\$1066	\$1066	\$1066	\$1066
1st 1/2	2 Year (Sep-Jan)	\$504	\$530	\$530	\$530	\$530	\$530	\$504
2nd 1/	'2 Year (Feb-Jun)	\$557	\$530	\$557	\$557	\$557	\$557	\$583
M	September	\$138	\$138	\$138	\$138	\$138	\$138	\$138
IVI	October	\$138	\$138	\$165	\$165	\$165	\$138	\$138
О	November	\$138	\$138	\$138	\$138	\$111	\$138	\$138
N	December	\$111	\$138	\$111	\$111	\$111	\$111	\$111
\mid T	January	\$138	\$138	\$138	\$138	\$165	\$165	\$138
1	February	\$138	\$138	\$138	\$138	\$138	\$138	\$165
Н	March	\$165	\$165	\$165	\$138	\$138	\$138	\$138
L	April	\$111	\$138	\$138	\$165	\$165	\$138	\$138
\mathbf{Y}	May	\$165	\$111	\$138	\$138	\$138	\$165	\$165
ľ	June	\$138	\$138	\$138	\$138	\$138	\$138	\$138

Single Classes - \$50/hr. Space Permitting - (not subject to Sibling Discount)

Full year, 1/2 year and monthly prices have been adjusted to take into account Gym closings due to holidays. If Member changes days, prices will be adjusted reflecting classes from that point in time until the end of period Member is registered for. Member is responsible to pay resulting balance within one week of notification of said balance.

Police Officer/Firefighter Discount: A Member shall be entitled to a 10% discount off the class price only (Membership Fee not included) if parent or legal guardian is a Police Officer or Firefighter. Proof via proper identification required.

Sibling Discount: Additional siblings who register for classes shall be entitled to a 10% discount off the class price only (Membership Fee not included). In the case where one family member discontinues his/her enrollment, the remaining Member would be charged the full price without the 10% discount. Member is responsible to pay resulting balance within one week of notification of said balance.

Monthly Pre-Registration Discount: Deduct \$25 for payments received by the 15th of the month preceding the month for which you are registering! Deduct \$10 for payments received after the 15th of the month preceding the month for which you are registering, but before the first day of class!