

BIRTHDAY PARTY CONTRACT

401 South Avenue East • Westfield, NJ 07090

Phone: 908-317-0523 • Fax: 908-928-0339

westfield@surgentselitegym.com

369 South Avenue East • Westfield, NJ 07090

Phone: 908-317-0523 • Fax: 908-928-0339

westfield@surgentselitegym.com



501 South Avenue • Garwood, NJ 07027

Phone: 908-789-3392 • Fax: 908-789-1583

garwood@surgentselitegym.com

256 West Westfield Avenue • Roselle Park, NJ 07204

Phone: 908-241-1474 • Fax: 908-241-0005

rosellepark@surgentselitegym.com

CONTACT INFORMATION

| | | |
|-----------------------------|-----------------|--------------------|
| Child's Name (Last, First): | | Birth Date: |
| Street Address: | | Registration Date: |
| Town, State & Zip Code: | | Age: |
| Guardian No.1: | Guardian No. 2: | Emergency Contact: |
| Cell Phone: | Cell Phone: | Phone: |
| Home Phone: | Home Phone: | Relation: |
| Email: | Email: | |

PARTY INFORMATION – OFFICE USE ONLY

| | | | |
|--|---|---|---|
| Age [as of party]: | Party Date: | Party Time: | No. of Children: |
| Location: | <input type="checkbox"/> WESTFIELD GYM A Max Number Of people is 40 | | <input type="checkbox"/> WESTFIELD GYM B Max Number Of people is 40 |
| Room: | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 4 | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 4 | <input type="checkbox"/> GARWOOD <input type="checkbox"/> ROSELLE PARK |
| Inflatable [age 4 & up 14 child minimum]: | <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 | <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 | <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 <input type="checkbox"/> \$40 |
| Additional ½ hour in party room: | <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 | <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 | <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 <input type="checkbox"/> \$35 |
| Deposit Amount: \$ | Deposit Date: | | |

BIRTHDAY PARTY POLICIES

Enrollment Terms: Birthday party enrollment is for 1.5 hour party session. The first hour is on the gym floor and the last half hour is in the party room. An additional half hour may be purchased for the party room only and is limited to specific party rooms. Check with the office for availability.

Fees & Payments Policy

Deposit: \$50 deposit. A deposit is not required if paid in full at enrollment. We accept Cash or check. If you use a credit card a 3.5% Service Fee will be added.

Fees: \$250.00 for up to 12 children (including birthday child) and \$12 for each additional child. \$40.00 Inflatable requires a minimum party size of 14 children. Additional ½ in our party room is \$35.00. **Max Number of people at a party is 40.**

Payment: Final head count and payment are due 7 days prior to birthday party date in cash. We don't accept checks or credit card for the balance. Any changes to the head count must be made by 5:00 pm the Friday before your scheduled party. Final head count determines your balance. Attendance will be taken during the party. If more children attend than final head count & payment, a charge of \$12 for each additional child must be paid to the teacher at the party. This extra fee will not entitle you to an additional instructor because the party count changed after the final head count was given and the balance paid.

Cancellation, Credit & Refund Policies

Cancellation (24-Hour Written Notice) & Credit: To cancel the office must be given 24-hour notice. Your payment can be credited to another available party time if a 24-hour notice of cancelation is given. If you do not wish to reschedule or do not give a 24-hour notice, credit is forfeited.

Refunds: No refunds will be issued for birthday party sessions.

Party Policies

1. All children attending must be 3 years of age. Children under 3 years old will not be able to participate.
2. I understand that I am responsible for providing my own food, refreshments, tablecloths, candles, paper goods, etc.
3. I understand I am responsible for throwing all the trash into the garbage can before I leave the party room.
4. No Piñatas allowed.

X Date:

Guardian Signature:

Print Name:

MEDICAL RELEASE FORM

To better assist your child in times of need, please take the time to fill out this form accurately. Please indicate below if your child has a history of:

- | | | | | | |
|-----------------------------------|------------------------------------|-----------------------------------|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Fainting | <input type="checkbox"/> Seizures | <input type="checkbox"/> Broken Bones | <input type="checkbox"/> Learning Disability | <input type="checkbox"/> Loose Joints |
| <input type="checkbox"/> Diabetic | <input type="checkbox"/> Dizziness | <input type="checkbox"/> Epilepsy | <input type="checkbox"/> PHP | <input type="checkbox"/> Low Muscle Tone | <input type="checkbox"/> Other |

If any of the above is indicated or there is any additional medical history please explain:

Surgent's Elite strives to provide an accessible environment for all persons. If you or your child requires any special accommodation due to a medical situation or any mental or physical disability or condition, please inform a member of our staff and we will do our best to accommodate your child provided such accommodation would not compromise the safety of your child or increase the risk of injury to your child.

Medical Release: Surgent's Elite reserves the right to require medical clearance for any child prior to that child being allowed to participate (or resume participation following an injury) in activities at any of our facilities. This can include, but may not be limited to, requiring a letter from a doctor confirming the child may safely participate in or resume activities and is not at risk of increased injury. I understand that it is my responsibility to keep this information up to date.

X Date:

Guardian Signature:

Print Name:

CONTAGION ASSUMPTION OF RISK AND LIABILITY WAIVER

In consideration of the services of Surgent's Elite, Inc., its owners, agents, officers, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Surgent's Elite), I hereby agree to release, discharge and hold harmless Surgent's Elite on behalf of myself, my child(ren), my parents, my heirs, assigns, personal representative and estates as follows:

I hereby acknowledge that a risk of training with Surgent's Elite, while Surgent's Elite will take all reasonable steps to maintain cleanliness and to provide as germ-free of an environment as possible, I or my child(ren) may be exposed to Covid – 19 or some other contagion carried by another athlete, family members or staff member, I am knowingly and voluntarily assuming that risk, including the risk of contracting said virus, becoming ill from it, or even dying from it. I hereby waive and release any or all claims against any Surgent's Elite, or anyone associated or affiliated with Surgent's elite as well as any of its owners, directors, managers, employees, contractors, and/or agents from any and all claims of liability arising from or out of any exposure to COVID – 19 or any other contagion or disease while at the premises of Surgent's Elite, while using any of the equipment owned by Surgent's Elite, or from any interactions with any person at or associated with Surgent's Elite.

Child's Name:

Date of Birth:

Age:

X Date:

Guardian Signature:

Print Name:

PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK and MINOR'S RELEASE/WAIVER

In consideration of the services of Surgent's Elite, operator of Surgent's Elite School of Gymnastics, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Surgents"), I hereby agree to release, indemnify, and discharge Surgents, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) I acknowledge that my child's participation in gymnastic activities and other related activities that occur within the facility entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Slipping, falling from heights; collision with fixed objects or people (including gymnastic equipment); injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, concussions and serious injuries to the head, back, spine or neck.

(2) On behalf of my child, I expressly agree and promise to accept and assume ALL OF THE RISKS inherent in gymnastic activities performed at Surgents. My child's participation in activities at Surgents is purely voluntary, and I elect to have my child participate in spite of the risks.

(3) On behalf of my child, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Surgents from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in activities at Surgents or my or my child's use of Surgents' equipment or facilities, including any such claims which allege negligent acts or omissions of Surgents. I understand that this perpetual release/waiver will apply to each and every occasion that I visit a Surgents facility.

(4) Should Surgents or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(5) I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have.

(6) I hereby certify that my child is physically able to participate on all of the equipment located at Surgents and that my child does not have any medical condition that would cause them not to be able to participate or would increase their risk of injury. Surgents Elite reserves the right to seek medical clearance for anyone that participates in Surgents activities if in the reasonable opinion of Surgent's such medical clearance is appropriate.

(7) In the event that I file a lawsuit against Surgents, I agree to do so solely in the Union County in the State of New Jersey, and I further agree that the substantive law of New Jersey shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

RELEASE/WAIVER (Applicable to all participants under the age of 18)

(8) NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SURGENTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SURGENTS IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, OR DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SURGENTS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(9) In addition to the terms, conditions, and acknowledgments contained in the above PERPETUAL PARTICIPANT AGREEMENT, RELEASE/WAIVER AND ASSUMPTION OF RISK, and in consideration of the below printed Minor being permitted by Surgents to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless Surgents and its agents and employees from any and all claims which are brought by, or on behalf of Minor, and are in any way connected to Minor's use of Surgent's premises, or participation in Surgents activities, including any such claims caused by, or alleged to be caused by, negligent acts or omissions of Surgents.

By signing this document, I acknowledge that if anyone is hurt, during my child's participation in activities at Surgents gymnasiums, I may be found by a court of law to have waived my or my child's right to maintain a lawsuit against Surgent's on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

BY SIGNING I AM WAIVING MY RIGHT TO SUE IN THE EVENT OF INJURY TO MY BELOW LISTED CHILD:

(please complete a separate form for each child). Only a child's parent or legal guardian may sign this form. It CANNOT be signed by any other person.

Child's Name:

Date of Birth:

Age:

X Date:

Guardian Signature:

Print Name: