

# Policies and Waivers

## **Payment Policies and Tuition Agreement**

Monthly tuition in the Regular Season is based on 4 weekly sessions in a month. The tuition will be adjusted downward if less than four weekly sessions occur in a month, but will not be adjusted upward for the months when 5 sessions occur in a given month. Automatic billing authorization is required for all students. A valid credit card on file is required for registration. I understand that my child is continuously enrolled in class. A Drop/Withdrawal request must be received by Windy City Ninjas before the 25th of a month, to remove my child from enrollment in his/her class for the upcoming month and I am responsible for that payment. I am enrolled in the automatic billing system, and my credit card will be charged on the 1st of each month. I understand that if my credit card is declined there may be a \$20 decline fee charged, and if payment not received by the 10th, I will be assessed with a \$25 late fee.

## **Automatic Billing Authorization For Class Enrollments**

I authorize Windy City Ninjas to automatically charge my credit card on the 1st of each month for the upcoming month. I understand that I must submit a Drop/Withdrawal request via email (info@windycityninjas.com) or by calling 773-886-1996 by the 25th of the month if I decide to not continue classes. If I do not do this by the 25th, I understand that I will be charged for the next month. Your place in class is not guaranteed until we receive payment.

## **Birthday Party Payment and Cancellation Policy**

I understand that my \$150 booking fee is non-refundable. I may reschedule my party up to 14 days prior to the day of the scheduled party and apply the booking fee to a new date. Cancellation or rescheduling within the 14 day window results in forfeiture of the booking fee. The remaining cost of the party will be charged to the credit card on file on the earlier of the day of the event or the time the party order is placed.

## **Open Gym Payment Policy**

I understand that I must pay to reserve open gym time, and that this amount is non-refundable. There is no refund or rescheduling for any open gym reservations.

## **Special Event Payment Policy**

I understand that Windy City Ninjas may, from time to time, schedule special one-time events (camps, competitions). I understand that I must pay in advance to secure a reservation, and that this amount is non-refundable. There is no refund or rescheduling for any special event reservations.

## **Make Up Policy**

Make-ups are on a space available basis and are not guaranteed. In order to be eligible for a makeup class, you must call or e-mail Windy City Ninjas by 9pm the night before the day of the class you are missing. All students are permitted to do a maximum of 1 makeup per month. Please note that students must be currently enrolled in classes to be eligible for make-ups and that there will be no prorated tuition for any missed classes. Excessive make-up requests may be denied. Please call the front desk or email at info@windycityninjas.com to schedule your make-up classes. Windy City Ninjas may designate specific classes as make-up classes.

## **Audio and Image Consent**

I hereby give my permission for my child to be photographed, videotaped, and/or audio taped while at WCN. I further give permission for such photographs, videotapes, and audiotapes to be used in print or broadcast media as deemed appropriate for promotion of WCN and for publicity surrounding participation in WCN events.

## **WAIVER**

I, "Participant" or "Participant's parent or legal guardian" have requested the use of Windy City Ninjas, LLC (the "Gym") facilities and/or equipment, or the purchase of provision of lessons, instruction and/or training related to ninja warrior training, parkour, free running, obstacle courses, gymnastics, tumbling, tricking, running, climbing, jumping, throwing, weightlifting, nutrition, injury prevention, and/or activities incidental

thereto, individually and collectively (the "Sport") and use of equipment and facilities at any public or private location operated by the Gym or any affiliate of the gym (collectively, the "Facilities" and "Equipment"). I understand that this Waiver and Release is being executed in favor of the Gym and its owners, affiliates, officers, agents, employees, landowners, sponsors, successors and assigns (the "Released Parties"). FOR THE AVOIDANCE OF DOUBT, THIS WAIVER AND RELEASE APPLIES TO ALL WINDY CITY NINJAS' FACILITIES OWNED AND OPERATED BY THE GYM OR ANY AFFILIATE OF THE GYM.

I understand and acknowledge that serious disabilities, illness, death, accidents, injuries can occur during any of our activities related to the Sport and the use of the Facilities and Equipment. I further understand and acknowledge that attending, participating in, volunteering at or spectating at the Gym activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause illness, serious injury, disability, death or property loss. Knowing the risks inherent in and connected with Sport, on behalf of myself, my executors, administrators, heirs, successors, assign, and next of kin, I hereby fully assume the risks of injury, illness, disability, death, or loss or damage to person or personal property inherent, and/or in any way connected with participating in the Sport, spectating at an event or activity at the Facilities even if arising from the negligence of other persons executing a similar waiver and release of liability. I understand and agree that this agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims, or damages that have arisen or may have arisen from any matters, acts, omissions, or dealings released in this agreement.

I understand that I will not be permitted to participate in any Gym activities without executing this Waiver and Release. As a condition of my participation in the Gym activities, I grant the Gym and its employees, members, partners, officers and agents perpetual and non-revocable permission to use my name, photographs, and videos in which my image and likeness appears in connection with my participation in the Gym programs/ events including advertising, media, electronic displays and transmissions thereof (the "Likeness Rights"). I release the Released Parties from any and all liability and waive any and all claims and causes of action against the Released Parties for damages resulting from their use in any manner or media of my Likeness Rights.

I agree that any dispute arising from participation in the Sport, for which I intend to seek damages in excess of \$50,000.00, shall be submitted to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of one arbitrator to be appointed by each party and one neutral arbitrator chosen by the party-appointed arbitrators (collectively, the "Panel"). The neutral arbitrator shall be an officer or director of an entity that operates a similar obstacle, parkour or climbing service in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by a state or federal judge in Illinois in accordance with the terms set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in Cook County, Illinois and shall be governed by Illinois law. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that I file a lawsuit in any court relating to, and arising from, my participation in the Sport, I, by signing this document, stipulate to a cap on my damages of \$50,000, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether this Waiver and Release is enforceable under applicable law.

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**PARTICIPANT'S WAIVER AND RELEASE – AGE 18 AND OVER (Completed, for reference only)**

I am signing this Waiver and Release ON BEHALF OF MYSELF "PARTICIPANT":

\* I understand that the Sport can be dangerous and involve the risks of injury and death.

\* I certify that I have no physical or mental condition that precludes me from participating in the Sport.

\* If helmets are recommended for use while participating in the Sport and I choose not to wear a helmet, I do so at my own risk and accept full responsibility for any injuries that result. I understand that I have had the opportunity to inspect the Facilities and Equipment before participating in any Sport and that, in the event I observe any unusual hazard which I believe jeopardizes my safety or the safety of others, I will immediately alert a Gym employee. I understand that I am obligated to follow the rules of the Gym and that doing so will minimize my risk of injury.

\* Despite the risks involved in the Sport and in consideration of being allowed to participate in the Sport, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH that might be associated with the Sport and the use of the Facilities and Equipment of the Gym. Furthermore, to the fullest extent allowed by law, I AGREE TO RELEASE FROM LIABILITY the Released Parties for any damage, injury, or death to me arising from participation in the Sport or use of the Facilities, regardless of cause, including the negligence of the Gym.

\* I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER. I agree to defend, indemnify and hold harmless the Released Parties for any damages, attorney's fees, costs associated with arising out of such a lawsuit or any lawsuit brought by a third party. With a complete and full understanding of this Waiver and Release, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I grant exclusive permission to the Gym to use my name, likeness, and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

*PARENTAL CONSENT AND RELEASE – UNDER AGE OF 18 (Completed, for reference only)*

I am signing this Waiver and Release on behalf of a minor (less than 18 years of age):

\* I represent and warrant that I am the parent/and or legal guardian of such minor child ("Child") and that the Child is in good health and there are no special problems associated with the care of the Child.

\* I understand that all the terms of this Waiver and Release which apply to an adult Participant also apply to my Child and me as his or her parent/legal guardian and I accept responsibility for all the Child's medical expenses incurred in connection with the Sport or use of the Facilities or Equipment;

\* I represent that I have the legal capacity and authority to act for, or on behalf of, the Child. I agree to indemnify and hold harmless the Released Parties from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the Child in the execution of the Waiver and Release.

\* By signing below, I represent that I have read the entire Waiver and Release and I hereby bind myself; the Child and his/her executors, administrators, heirs, successors, assigns, and next of kin, to all its terms.

\* By signing below, I represent that this Waiver and Release apply to any and all Children attached to this account.