

## POLICIES AND PROCEDURES

Here are the Policies and Procedures that apply for a child/student to participate at the Gym (the "Company"; "Gym"). References to "me", "your", or "I" mean the parent/legal guardian of the child who is authorizing their child's participation or the participant. The term "family" means a parent(s)/legal guardian(s) along with their child(ren) or the participant. The term "participant" means an individual who is participating in the activities provided by the Company.

**Yearly Participation Fee:** A non-refundable yearly participation fee is charged upon sign-up and on the student's anniversary date.

**Tuition:** Tuition is based on the number of classes a student is scheduled to have in a month. **Monthly tuition is not pro-rated for holidays**, however, makeup tokens will be provided for holiday closures.

**Family Discount:** Your family pays the full tuition on your first child's tuition for any recreational classes. A 10% discount is provided for any additional child's tuition at equal or lesser tuition rates.

**Tuition Payments and Assessment Fees Automatic Payment Draft:** Each family must provide a credit, debit card, or e-check (account name, banking account and routing number) associated with their Parent Portal online account. After initial registration, subsequent monthly tuition will be charged to your debit or credit card on the 15th of each month for the following month for all programs.

**Billing Authorization:** I represent and warrant that if I am purchasing something or paying for a service from this Company or from other merchants through this Company, that (i) any credit card, debit card, or bank account draft (ACH) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, surcharges, fees, and penalties.

By agreeing to these Policies and Procedures agreement, I hereby authorize (if online payment is made or autopay information is provided) this Company to charge my ACH/bank account, credit card account, or debit card account. I understand that a 30-day written notice is required to terminate billing and I am responsible for payment, whether or not I or the participant attends classes until I notify this facility in writing to have the participant dropped from class(es).

Should I dispute a charge through my financial institution, this will constitute a breach of contract, which may result in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services with the Company.

**Class Withdrawals:** To withdraw from a recreational class, the parent/legal guardian must complete a written request by email to [capgympflugerville@capgym.com](mailto:capgympflugerville@capgym.com) or call [\(512\) 251-2439](tel:5122512439) BEFORE the 10th of the month to withdraw for the following month of classes.

**Refunds:** No refunds for past absences will be given. The Company reserves the right to terminate lessons for any student without notice. In such cases, a refund for unused lessons may be provided.

**Holiday and Extreme Weather Closures, Substitutions or Unexpected Interruption of Classes:** If the Company must cancel recreational classes due to holiday or extreme weather closure or events beyond its control, the student will be entitled to make up that class at a later date. No refunds for lessons missed due to these reasons will be given. The Company reserves the right to provide a substitute instructor if the regularly scheduled instructor is ill or otherwise unable to teach classes. If feasible, the Company could also combine two classes for that lesson.

**Missed Recreational Classes and Make-ups:** As a courtesy, the Company will provide one makeup recreational class per month. The Company will not prorate tuition, provide any credits or refunds for missed classes. Make-up tokens expire after the last day of enrollment and are no longer valid thereafter. All make-up classes are to be scheduled one at a time per student, per class program. A scheduled make-up class may have a token reissued with at least 24 hours' notice provided by the parent.

**Gym Class Attire:** Leotards for Girls Gymnastics. Boys/Cheer/Tumbling/Ninja - Shorts and T-shirts without zippers, buttons, or any ornamentation that may injure a student or coach. Jewelry must not be worn during classes. Hair must be pulled up neatly and securely away from the face so that it stays up for the entire workout. Girls must not wear bows or other large hair ornaments that may cause discomfort during activity. Personal items should be left in student designated storage areas or with a parent. This facility's staff will not be responsible for any items that may be lost or stolen. Be sure your student's personal items are marked with their name. Appropriate attire required with no midriff showing.

**Food and Beverage:** No food (including gum, candy) is allowed in the Gym; only water is allowed. Please remember to provide your child with a water bottle to stay hydrated.

**Weapons Policy:** All weapons are strictly prohibited in our facility at all times.

**Pet Policy:** The Company welcomes service animals while in the company of the disabled individual or a service animal trainer. The Company does request the service animal must remain harnessed or on a leash at all times. Appropriate paperwork certifying the need for a service animal must be provided to the Company prior to the service animal being allowed on the premises.

**Spectator Policy:** Only registered students under the supervision of an instructor are permitted to enter the designated instruction areas. Spectators are welcome to watch our classes and events from the designated viewing areas only. Spectators must always remain in the designated viewing area and should not enter the Gym floor. Parents or guardians are responsible for always supervising their children while in the viewing area. Spectators are not allowed to coach or give instructions to any gymnasts during classes.

**Pick up/Drop off:** For parents of enrolled recreational children who are six years old or younger, it is mandatory to remain on the facility premises during class hours. Additionally, students cannot be dropped more than five minutes before the start of their class and must be picked up at their scheduled class end time. Your child cannot be picked up outside the facility – all parents/guardians are requested to enter the Gym to pick up their child.

## **CODE OF CONDUCT**

The goal of the Company is to provide a safe, healthy, and positive environment for everyone. In order to accomplish this goal, the family's observation of the following guidelines is required:

1. The family will place the emotional, physical, health, safety, and overall wellbeing of the athlete above any desire to win.
2. The family must show respect for all Gym staff, parents and observers, and other students. The Company strives to provide a positive and uplifting experience for all people in the facility, and requires everyone, including me/child, to contribute to this environment.

3. The family must respect everyone's personal space, including that of other students. Family cannot touch or otherwise physically contact others while in the facility. Unwanted contact can make people feel unsafe or uncomfortable and is not permitted.
4. The family must use appropriate language and behavior while in the facility. Inappropriate conduct can make others feel uncomfortable and is not permitted.
5. The family must always listen to and follow the instructions of their coach and all other members of the Company's staff while in the facility. The family cannot interfere with others' ability to follow instructions. Improper participation in gymnastics, parkour, ninja warrior, or any other activity within the Gym and failure to follow instructions from staff can create risk of injury to me/minor participant or other students in the facility.
6. My child must always stay with their assigned class and coach within the class's active area of instruction unless granted specific authorization by a member of the staff (i.e., child needing to use the restroom). Failure to stay with the group or within their designated area could create risk for me, my child, and/or other students.
7. The family will be a role model of good sportsmanship and character and will abide by all the rules and policies set forth by the Company.

All participants, including family members and spectators, must comply with this Code of Conduct. Failure to comply with this Code of Conduct may result in dismissal from the Gym, termination of membership with the Company, and/or eventual discontinuation from future participation.

## **ATHLETE SAFETY & REPORTING POLICY**

Every athlete has the right to train and compete safely. USA Gymnastics ("USAG") and the US Center for SafeSport ("SafeSport") have established and continually updated policies governing rules and regulations for participants. These update policies are available on each organization's website ([www.usagym.org](http://www.usagym.org) and [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org)). This Gym is committed to fostering a culture that actively works to prevent the opportunity for abuse to occur by meeting or exceeding the requirements set forth by these organizations. These policies stipulate mandatory reporting by adult athletes, coaches, and other gymnastics participants (including parents of youth athletes) and set boundaries of interactions between participants through prevention policies.

Any adult with regular contact and/or authority over a minor must pass a background check and complete SafeSport training before initial contact with minor athletes and as an ongoing process. USAG Athlete members who turn 18 are also required to complete SafeSport education as a condition of their participation. Parents of youth athletes and athletes themselves are encouraged to complete optional training provided by SafeSport focused on recognizing, reporting, and preventing abuse and misconduct. These trainings are found below within this Policy.

**Duty to Report:** Any adult under USA Gymnastics' jurisdiction must report child abuse, including sexual misconduct. This requirement begins when an adult learns of facts that give reason to suspect any child has suffered an incident of Child Abuse or that adult is informed of an allegation of Child Abuse. The term "child" is not limited to athletes and includes *any* child. Reports must be made immediately both to relevant government agencies and SafeSport. Non-sexual misconduct must be reported to USAG or SafeSport when the adult becomes aware of it. If an individual is unsure about reporting, they should seek guidance from the local police department, department of child services, or child advocacy center. These authorities will understand the law in their jurisdiction. As best practice, the member should document the date, time, name of the local police department contacted, name of the officer, and the officer's badge number as confirmation of their efforts. **Note: Child Abuse, and the failure to report Child Abuse are both Prohibited Conduct under the SafeSport Code.**

Again, all USAG members 18 years old and older are mandatory reporters and are required to report all instances of possible child abuse or neglect to law enforcement and state child services. Reports of sexual abuse or sexual misconduct must be made immediately. No one should investigate or attempt to evaluate the credibility or validity of such reports.

#### **Where to report child abuse or neglect in the State:**

- National Child Abuse Hotline 1-800-422-4453
- For a director on your specific state's child abuse hotline, please visit the following link: <https://childhelpline.org/>
- If in doubt, please contact your local law enforcement agency (or dial 9-1-1)

#### **Prevention Policies are in place to set boundaries on the interactions between Adult and Minor participants:**

- All one-on-one contact between adult and minor participants must be observable and interruptible, including training, travel, and conversations.
- Parents are permitted to view all practices from the viewing mezzanine. Appropriate behavior is required of all observers.
- Adult participants will not transport a minor athlete one-on-one in a vehicle alone.
- Adult participants will not share lodging with minor athletes.

- All electronic communication between Adult participants and Minor athletes, including email, social media and any virtual training, must be open, transparent, and professional in nature.
- Any photos or videos of minor athletes must be taken in public view, observe standards of decency, and appropriately serve the best interest of the athlete.
- Adult participants are not permitted to be alone with a minor athlete in a locker room, changing area, or restroom.
- Personal or individual gifts are not permitted to be given to athletes by Adult participants.
- All medical modalities, situations, or treatments for athletes must be observable and interruptible with a minimum of 2 Adult participants physically present. Medical duties beyond immediate pain mitigation should be performed by a licensed professional. Coaches may not massage minor athletes.
- All restrictions from a medical professional for athletes experiencing pain and/or injury will be adhered to, including time frame, modifications, and alternative exercises.

Please review the full policy documents available on the websites of USAG and SafeSport for more information on these matters.

**Training for Parents and Youth Athletes:** The Company and USAG encourage all parents to take useful steps to prevent abuse and misconduct. SafeSport has designed a free course for parents of youth athletes titled, “Parents Guide to Misconduct in Sport.” This course focuses on recognizing, responding to, and preventing abuse and misconduct in their child’s sport setting. Parents will come away equipped with information and tactics to minimize risks of harm to their children. To access the Center’s training for parents, please visit <https://safesporttrained.org/#/public-dashboard>. Parents are also encouraged to enroll their child in a very important course designed by SafeSport titled, “SafeSport for High School Athletes.” This short 15-minute course focuses on bullying and hazing prevention, supporting friends who have experienced sexual abuse or misconduct, and resources for reporting. To access the Center’s training athletes, please visit <https://safesporttrained.org/#/public-dashboard>. Additionally, you may receive a copy of USA Gymnastics: Sports Concussion Overview for your review. This document can also be obtained at the following link:

[https://static.usagym.org/PDFs/About%20USA%20Gymnastics/wellness/concussion\\_overview.pdf](https://static.usagym.org/PDFs/About%20USA%20Gymnastics/wellness/concussion_overview.pdf)

### **Questions, Concerns, Feedback**

Contact the front desk if you have questions or concerns about:

- Athlete progress
- Program information
- Facility information
- Financial issues

Contact USAG if you have questions or concerns about:

- Emotional misconduct
- Bullying
- Hazing
- Physical misconduct
- Retaliation related to SafeSport
- Prevention Policy violations

**USA Gymnastics contact information:**

- <https://usagym.i-sight.com/portal> (reporting portal)
- (833) 844-7233
- [www.usagym.org](http://www.usagym.org)

Contact US Center for SafeSport if you have questions or concerns about:

- Sexual misconduct
- Criminal charges or dispositions involving child abuse or sexual misconduct
- Aiding and abetting as it relates to the Center's process
- Other inappropriate conduct as defined in the SafeSport Code

**US Center for SafeSport contact information:**

- (833) 587-7233
- <https://uscenterforsafesport.org/report-a-concern/>

Contact local law enforcement agency regarding any instances of:

- Child abuse
- Sexual abuse or criminal activities involving a minor

**PHOTO & VIDEO RELEASE**

By accepting or signing this Policies and Procedures agreement, I ("Parent/Legal Guardian" or "Participant"), on behalf of myself (and my Participant child(ren), if applicable), hereby give my consent to waive my rights against, indemnify, hold harmless, and release the Company from liability regarding the following set forth in this Photo & Video Release section:

I give the Company authority ("Authority") to (i) film, record, and photograph my (and my Participant child(ren), if applicable) name, image, likeness, and voice on a video, audio, photographic, digital, electronic, or any other medium ("Recording(s)"); and (ii) use, reproduce, exhibit, or distribute the Recording(s) in whole or in part in perpetuity in any and all media throughout the universe (including, but not limited to, print and digital publications, video tapes,

non-theatrical, home video, CD-ROM, internet, social media, digital media, and any other electronic or other medium presently in existence or invented in the future) for any lawful purpose that the Company and those acting pursuant to its authority deem appropriate, including but not limited to promotional, periodicals, recruiting, advertising, marketing campaign, press releases, handbooks, manuals, trainings, website, and any commercial or non-commercial use ("Use"). I waive any right to review, inspect, edit, or approve such Recording(s) or its Use now or in the future, whether that use is known or unknown to me, and I understand that I shall not receive any compensation as a result of its Use. I understand and agree that all such Recording(s) shall remain the property of the Company.

I hereby waive any rights I may have and thereby release, indemnify, and hold harmless the Company from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may have from liability for any violation of any personal or proprietary right I may have in connection with the Recording(s) and the Use of my likeness, voice, or name in any medium, and expressly waive any rights to privacy I may have under the Family Educational Rights and Privacy Act ("FERPA"); Federal, State, Local, and/or any other applicable law; and that this Release is in compliance with each company's Privacy Notice and the Regulation (EU) 2016/679 (General Data Protection Regulation) ("GDPR").

**BY ACCEPTING THIS POLICIES AND PROCEDURES AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS PHOTO & VIDEO RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE AND FULLY AGREE THAT THE LANGUAGE CONTAINED IN THIS AGREEMENT IS SO CLEAR AND UNDERSTANDABLE THAT AN ORDINARY AND KNOWLEDGEABLE PERSON (INCLUDING ME, THE PARTICIPANT CHILD, PARENT OR LEGAL GUARDIAN, AND ACCEPTORS OF THIS RELEASE) WILL KNOW WHAT HE/SHE/THEY ARE CONTRACTING AWAY, RELEASING, AND CONSENTING TO.**

#### **TRANSPORTATION WAIVER AND PERMISSION**

I give permission for my child ("**Participant**"; "**my child**"; "**they**") to be transported in a motor vehicle driven by Austin Gymnastics LLC (also known as Capital Gymnastics) (the "**Company**"). I understand that my child is expected to follow all applicable laws regarding riding in a motor vehicle and is expected to follow the directions provided by the driver or agents of the Company. I have read, understood, and discussed with my child that:

1. They will be traveling in a motor vehicle driven by an adult and they are to wear their safetybelt while traveling;
2. They are expected to respect each other, the vehicles they ride in, and the people they travel with during the trip;
3. Riding in a motor vehicle may result in personal injuries or death from wrecks, collisions, or acts by riders, other drivers, or objects; and
4. They are to remain in their seats and not be disruptive to the driver of the vehicle.



I recognize that by participating in this activity, as with any activity involving motor vehicle transportation, my child may risk personal injury or permanent loss. I hereby attest and verify that I have been advised of the potential risks, that I have full knowledge of the risks involved in this activity, and that I assume any expenses that may be incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses. As a condition for the transportation received, I, for myself, my child, my executors and assigns, further agree to release and forever discharge the Company and its officers, directors, managers, employees, agents, volunteers, drivers, affiliates, shareholders/members, successors, subsidiaries, and assigns from any claim that I might have myself or that I could bring on my child's behalf with regard to any damages, demands, or actions whatsoever, including those based on ordinary negligence, in any manner arising out of this transportation.

**BY SIGNING OR ACCEPTING THIS WAIVER AND PERMISSION, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS TRANSPORTATION WAIVER AND PERMISSION FORM, FULLY UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE OR ACCEPTANCE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY CONTAINED IN THIS DOCUMENT TO THE GREATEST EXTENT ALLOWED BY LAW.**

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian/Participant Signature: \_\_\_\_\_