

Policy Group

The Children's Gym 1625 NE Sandy Blvd., Portland, OR 97232 503-249-5867 contact@childrensgym.com

## 2024/2025 Season Policies // 10 Policies

Report generated on 08/21/2024

### **General Ongoing Gymnastics Class Policies**

By choosing to enroll your child for classes at The Children's Gym you are responsible for payment of the registration/membership fee and class tuition reserved for your child/children until the date of cancellation. You agree to pay for all classes reserved for your child/children, whether they attend or not. There are no refunds or credits of tuition fees paid.

#### Arrival to Class/Checking-In:

For the safety of the facility and those in attendance, TCG will facilitate a check-in for all classes at the locked entry door near 17th Ave. A parent or guardian is required to be present for check-in. Please do not drop your student off and/or leave unattended for check-in. Official check-in windows will start 5 minutes before class time and run the first 10 minutes of class.

If you arrive before check-in has started, feel free to buzz the intercom and any available staff member will check you in as able. Please try to avoid arriving more than 15 minutes early to avoid overcrowding in the facility. Classes are also staggered so arriving too early can make parking more difficult as the class before has not left. If you arrive early, students are not allowed to be left unattended in the facility unless classes will be starting within the next 5 minutes.

Students arriving more than 10 minutes late to class will not be permitted. Late arrivals cause disruptions to the class flow, structure, and instructions.

#### **Facility Admittance:**

Children ages 3, 4, and 5 enrolled in our preschool program (Mini Mover 1, Mini Movers 2, and Tiny Tumbler classes): A parent/adult will be required to be onsite.

Children ages 6 and older enrolled in our recreational program: **It is optional for a parent/adult or a parent/adult to be onsite.** Note: If you do not come onsite, you must return 5 minutes before the class ends. Students cannot be dropped off more than 5 minutes before class starts.

If you need to discuss an individual accommodation for your own family, please reach out to us. We are happy to arrange an alternative plan for you.

We ask that families onsite try to keep to a total of 2 people accompanying a student, especially during our peak hours of 3:05pm, 4:15pm and all Saturday class times. This will help provide the most comfortable space for all within waiting rooms and waiting space. We understand with siblings and busy family schedules you may need to have more than 2 people and we completely understand that.

#### **Class Observation:**

Adults in the facility must wait for class within a waiting room or within a waiting area. Standing pathways or sitting in OIDA or KTL waiting spaces is not permitted. Parents/guardians in the facility will typically serve the purpose of assisting their child with needs that may come up during class ie: bathroom break, water, getting a bandaid etc. Limited observation space is available from waiting areas but due to the flow of the facility some pieces of apparatus are difficult to view. Classes can be viewed through our streaming service, SpotTV on TVs provided in waiting rooms or on one's own personal device.

Waiting Rooms and Areas: Within TCG there are 2 waiting rooms for adults and siblings who are onsite during class. Waiting rooms will provide a space for those waiting for students to conduct work they may have, read, and watch classes via live streaming on the provided TVs or personal devices. Near some of the facility there are open waiting areas for those onsite. While it does provide some direct viewing of classes in the gym, not all gym space is viewable. We ask that you remain in an area or a waiting room to allow for easy movement throughout the facility for TCG staff members, students and other businesses that rent space.

After Class/Pick Up: At the conclusion of all classes all children will be dismissed to their adults within the facility. If you are not required onsite and will not be remaining on site for class, we ask to arrive back at the facility 5 minutes before class ends to come inside in preparation of class dismissal. Staff members will grant access into the facility and direct you to where your child will be exiting the gym space from.

We recommend that all families exit the facility out the back door located at the top of the stairs on 16th ave. to allow for easy facility flow. If you need to exit out the main door off 17th, please do so.

We kindly ask the families exit within 5 minutes of the class end time to help staff prepare for the next hour of classes.

Parents must pick-up their child within 5 minutes of classes ending. TCG will not be checking ID for check-out due to the short nature of the class service. Students must be picked up within that 5-minute window. Accounts of students not picked up within 5 minutes will be charged a \$5 flat fee + \$1/per minute that a student remains within the facility.

#### Facility Security: <u>TCG always remains locked</u>. DO NOT OPEN OR PROP THE DOORS OPEN <u>AT ANY TIME</u>.

If you arrive early (no more than 15 minutes) for your class, you may buzz the intercom for early admittance. Please note that we do not have full-time front office staff so if your buzz is unanswered, all staff members are engaged in other tasks and will check you in as soon as possible. If you come onsite for class, we ask that you remain onsite for the duration of the lesson to ensure the facility remains secure. If you are not required onsite and will need to leave during the lesson, please inform a staff member during check-in.

**SpotTV:** SpotTV is a streaming service TCG provides for all classes. Whether you are onsite in a waiting room, in your car, across the street at coffee or out of town, you will be able to watch your child's class anywhere you have internet access. More information regarding SpotTV, its features, and how you will access your child's class will be provided in your welcome email.

**Dress Code:** Students must follow standard TCG dress code for classes including wearing comfortable athletic clothing, clothes that are not baggy, clothes that cover midriffs, and hair that is long enough to be pulled back, must be. Leotards are preferred. Children will participate in class barefoot, so we ask that they do come into the facility with shoes on and then take them off before class to ensure they are not tracking the outside onto the gym floor. Children who come into the facility barefoot will be asked to wash their feet in a bathroom before going onto the blue gym floor. Students can not wear jeans or pants with a waist button to class. We kindly request that children come to class in their attire already.

**Illness:** If your child is sick, do not send them to class. Children should not attend class if they have had a fever within the last 24 hours. Students should be fever free for a minimum of 24 hours without fever reducing medication. Please contact the front office to excuse them from class and receive a make-up class (see make-up policy for details).

**Registration/Membership Fee:** The \$50 single student registration fee or the \$75 family registration fee is due upon initial registration and on your anniversary date, thereafter. This is required on students taking regular school year season & summer classes.

INITIALS:

# Excused Absence & Make-Up Policies for Classes 24/25 Season

Tuition pays for a class spot REGARDLESS OF ATTENDANCE. However, as a courtesy, The Children's Gym does offer make-ups for excused absences when class availability permits, in addition to any missed classes for inclement weather. Make-ups are not guaranteed. An excused absence eligible for a makeup will disappear from a student's account once they drop from class or the season comes to an end. Once dropped from classes all eligible absences are no longer accessible to be scheduled as a make-up or converted to open gym credits. Make-ups cannot be scheduled within a month a child will not be enrolled in classes. In addition to make-ups, excused absences can be converted to open gym credits. 2 open gym credits will be awarded per excused absence.

**Excusing an absence:** For an absence to be considered excused and eligible for a make-up, TCG must be notified at least 24 hours in advance through the parent portal. Excused absences will be eligible to be made up within in the 2024/2025 season through Thursday, June 5, 2025, so long as the child is still actively enrolled in classes. For day of absences TCG will grant an open gym credit (1) onto the account for the missed lesson so long as we are notified prior to the class starting. Day of absences cannot be submitted through the parent portal, so we recommend emailing them in. **Students are limited to 2 excused absences per** 

**month.** In the case of a prolonged illness or injury a doctor's note is required to obtain additional excused absences within a month. Please contact our front office directly in these circumstances.

**Scheduling a make-up:** Make-ups can be scheduled in any classes an excused absence within the next 7 days. Families are encouraged to schedule make-ups through the parent portal for the most up to date availability. Make-ups can be scheduled in the portal up to 4 hours before a class starts. If you need assistance in scheduling a make-up, please email us.

#### Make-up Policies:

- All make-ups must be scheduled in advance.
- Make-ups are not guaranteed and can only be scheduled where class availability permits.
- Make-ups can be scheduled within the next 7 days, no further out.
- Make-ups can be scheduled for a future absence that is occurring within the next 14 days.
- Make-ups cannot be transferred to another student.
- Make-ups cannot be rescheduled. Any missed make-up is considered a wash.
- If your child will not be able to attend a make-up and you notify us no less than 24 hours in advance, we will place open gym credits (2) on the account for the missed make-up lesson.
- If all classes are full a make-up cannot be scheduled and must be waived or converted to open gym credit(s).

**Converting excused absences to open gym credits:** Excused absences are eligible for a make-up in another class, or they can be converted to open gym credits. To convert an excused absence to open gym credits you must email the request into the front office. Each excused absence will be converted to two open gym credits. Open gym credits can be used by the same child listed above, siblings, or friends. Open gym credits do not expire. We will require pre-registrations for all open gyms.

INITIALS:

### **Ongoing Class Tuition Billing and Rate Policies**

**Tuition Amount:** Tuition is based on a four-week month/four lessons. Tuition will be adjusted to reflect shorter or longer months per The Children's Gym scheduling. Stated monthly tuition is based on 4 lessons in a month. Please see below for more details.

- PARENT PARTICIPATION: ROLI POLIES \$78 to \$130 per month, depending on the number of lessons in the month. Tuition is \$26/lesson and typically \$104/month.
- PRESCHOOL PROGRAM: MINI MOVERS & TINY TUMBLERS \$87 to \$145 per month, depending on the number of lessons in the month. Tuition is \$29/lesson and typically \$116/month.
- RECREATIONAL PROGRAM: GYM DANDIES, TWISTERS, FLIERS AERIALS AND HOTSHOTS

\$93 to \$155 per month, depending on the number of lessons in the month. Tuition is \$31/lesson and typically \$124/month.

• **TCG SQUAD PROGRAM:** \$247 per month. Billing is a flat rate and does not adjust based on calendar length given the unique nature of the program.

**Making Payments:** Payments are automatically deducted through our automatic payment system. Families are responsible for ensuring all billing information is up to date and correct. Accounts with declined and/or late payments are subject to additional fee. See below.

**Payment Due Date:** Tuition for all classes is due on the 21st of every month for the upcoming month. IE: February tuition is due January 21st. Families will incur charges on their autopay on the 21st of every month. First time enrollment payments will be collected in full for any partial and/or future month tuition that is currently due.

**Declined Payment Fee:** If a payment is declined a \$5 fee will be added to the family account. Families have 24 hours to rectify payment. If payment is not rectified within 24 hours the declined fee will increase to \$20. For first time occurrences the declined fee will be removed if the account is rectified within 24 hours.

**Returned Check:** If a payment is returned as NSF the family account will be charged a fee of \$35.

**Late Fee:** A \$35 late fee is charged to all payments (per child/class spot) not paid in full within 5 days of the 21st due date. A late fee is separate from a declined payment fee.

INITIALS:

INITIALS:

#### Automatic Payments (ongoing services)

I represent and warrant that if I am purchasing something from The Children's Gym or from Merchants that (i) any credit or bank account draft (ACH Draft) 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, and penalties. I hereby authorize The Children's Gym to charge my bank, or credit card account. I understand that a written notice is required to terminate billing by the 20th of the current month to avoid charges for the upcoming month (for regular season tuition). I am responsible for payment whether or not my student attends classes until I notify The Children's Gym in writing to drop my student from classes. Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services. (AGREEMENT SUBJECT TO CHANGE WITHOUT NOTICE)

### **Drop Policy for Gymnastic Classes**

If you wish to discontinue classes you will need to complete a drop request form found on TCG's website. Drops will be processed per TCG policies.

ACCOUNT HOLDERS MUST NOTIFY TCG TO TERMINATE AUTO BILLING WITHIN THE REGULAR SEASON VIA THE DROP REQUEST FORM. This is the only acceptable notice. Verbal notice will not be accepted. Please note: You are responsible for payment for your student's classes WHETHER OR NOT YOUR STUDENT ATTENDS CLASS until the time you notify us. Please do not rely on your student to verbally let us know that they will no longer be attending classes. If a student stops coming to class without notification then that student's account will be charged. All students automatically drop from school year season classes on the last day of the school year season.

Enrollment is perpetual throughout the regular season. To drop classes for the upcoming month TCG must be notified by the 20th of the current month. For example if you want your child to stop classes in March, TCG must be notified via writing by February 20th.

INITIALS:

#### INTIALS.

### SpotTV Parent Video Release Agreement

#### Parent Video Release Agreement

I understand that I have enrolled my child or children at The Children's Gym located at 1625 NE Sandy Blvd. Portland, Oregon, also referred to herein as the "Childrens Activity Center". The Childrens Activity Center has a program whereby webcams are in use and my children are under streaming video surveillance that used for training and management purpose, in addition to, secure accessibility from the web in accordance with the terms and conditions associated with the Spot TV website (also referred to herein as "Spot TV"). By my signature below, I hereby consent to the photographing of myself and/or my minor child(ren) and the recording of my voice and or that of my child(ren) named above. I agree that I have no rights to any of the video footage or photographs for any reason at any time. I also agree that I will not screenshot, copy, reproduce, alter, modify, or create derivative works from the Content and Service. I understand that unauthorized recording, duplication, or distribution of this copyrighted work is illegal. I assume full liability of all the terms outlined in this release for any family member's account activity associated with my child or children. Copyrighted work includes all web streaming and video/audio recordings. I understand that legal action can be taken against me by Spot TV or Children's Activity Center for such copyright infringement. I understand that the term "photograph" as used herein encompasses still photographs, audio, and motion picture footage.

\*Please review online security features, privacy policy, and terms of service made available on Spot TV's website.

Since my child/children is/are under the age of 18: I, certify that I am the parent/legal guardian of the individual named above, I have read this release and agree to and approve of its terms.

#### INITIALS:

### Media Release

I agree that my child's photo and/or video of my child can be used on TCG fliers, handouts, website, advertisements and on social media. If you wish not to agree to the media release you will need to email the front desk stating so.

INITIALS:

### Medical Emergency

The undersigned gives permission to The Children's Gym, its owners and operators to seek medical treatment for the participant in the event they are not able to reach a parent or guardian. I hereby declare any physical/mental problems, restriction, or condition and/or declare the participant to be in good physical and mental health. I request that our doctor/physician \_\_(enter in your child's notes)\_\_\_\_\_ be called and that my child be transported to \_\_\_\_\_\_(enter in your child's notes)\_\_\_\_\_ hospital. Please include physicians' phone number \_\_(enter in your child's notes)\_\_\_\_.

INITIALS:

### **Release of Liability**

In consideration of the services of The Children's Gym, here in after collectively referred to as ("TCG"), their agents, owners, officers, employees, and all other person or entities acting in any capacity on their behalf, I hereby agree to release and discharge TCG, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows: 1. I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, property, or to third parties. The following describes some, but not all, of those risks: Gymnastics, dance, cheer and fitness classes entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risks, students would not improve their skills, and the enjoyment of the sport would be diminished. Gymnastics, dance, cheer and fitness classes exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense. 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks. 3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify TCG from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in this activity. 4. Should TCG, or anyone acting on their behalf, be required to incur attorney's fees & costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs. 5. I certify that my child has health, accident and liability

insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risk of any medical or physical condition my child may have or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. 6. In the event that I file a lawsuit against TCG, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of that state 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 portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TCG 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 to its terms. In consideration of "enrolling student" being permitted by TCG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TCG from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

### Signature Text

As the legal parent or guardian, I release and hold harmless The Children's Gym its owners and operators from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while in or upon the premises or any premises under the control and supervision of The Children's Gym its owners and operators or in route to or from any of said premises. There are no exceptions to any of the above policies. By agreeing to this form I agree to the above stated policies for The Children's Gym and agree to pay all incurred fees and waive my right to tuition paid per the non-refundable policy.

INITIALS:

INITIALS:

#### I have read and agreed to all the policies in this document.

PRINT NAME:

SIGN:

DATE: