



## GALAXY SPORTS GROUP, INC. POLICIES

### SECTION I. Enrollment Policies

1. **Enrollment.** Once you enroll your child in any of our programs, we consider your child actively enrolled. Payment for classes is due at the time of enrollment.
2. **Auto-Renew.** We offer continuous enrollment, which means that your child will automatically remain in his or her class into all future months until you notify Galaxy in writing (using a Drop Notice) that you wish to withdraw your child.
3. **Tuition.** The monthly tuition will be charged from your payment on file on or around the 25th of each month. Once you notify Galaxy of your withdrawal, your program will end next month, and you will still be able to attend any scheduled classes in the current month. You may withdraw and re-enroll your child at any time.
4. **Additional Member.** You may enroll additional athletes, transfer classes, or add classes at any time as long as space is available. This can be scheduled through the parent portal, mobile app, or front desk.
5. **Make-up Class.** If your child misses a class, a make-up class may be scheduled subject to the Make-Up Policy; however, missed classes cannot be transferred to future months in place of tuition. There are no fee adjustments or refunds for missed classes.
6. **Discount.** Galaxy offers the following discounts: A Family Discount of 20% off your second and subsequent child(ren)'s monthly tuition when paying the full month's fees. Children enrolled in more than one class will receive 20% off their second-class tuition (not applicable to classes that meet multiple times per week as their normal format). Discounts are only available when accounts are pre-paid and when the full month's tuition and fees have been charged. If your account is past due, the 20% discount will not be applied. Tuition rates advertised on our website include a \$10 per class prepaid discount. Should your account remain unpaid after the 1<sup>st</sup> of the month, the discount will be removed. For more discount information, please check at the front desk.

## SECTION II. Make Up Policies

1. **Eligibility.** It is important for athletes' development and progress to attend their regular classes as often as possible. However, if a student must miss a class due to illness or other reasons, you may attend one extra class once per month besides the original scheduled classes as a courtesy make-up class, if:
  - a. You have paid your full month's tuition for classes in the current month;
  - b. The class space is available; and
  - c. The age and level for the make-up class is appropriate to the student's current level/age.
2. **Limitation.** Please remember that make-up classes are limited to once per month and are not guaranteed.
3. **Restriction.** The make-up class cannot be rescheduled. If you missed a scheduled make-up class, such make-up class will be forfeited. You MAY NOT do a make-up class in place of paying tuition. All make-up classes must be scheduled at the front desk or through the parent portal. Make-up classes are on a first-come, first-served basis. Please check with the front desk for any restrictions. Make up classes are not available to our Accelerated Classes, Pre-Team, or Competitive Team athletes. Make-up classes cannot be scheduled or used by any non-currently enrolled athletes and are not transferrable. Make-up classes are not offered for scheduled closure dates/holidays.
4. **Expiration.** Make up classes expire six months after the date of the absence or upon unenrollment from class(es).

## SECTION III. Holiday Schedule

Galaxy will be closed for posted holidays and staff trainings throughout the year. These are posted on our website at <https://www.galaxysportsgroup.com>. To make sure you are notified, we also send out email reminders and post closure dates on our front doors. Tuition is not prorated for scheduled holidays/trainings.

## SECTION IV. Payment Policies

1. **Pre-payment.** Galaxy Sports Group, Inc. requires pre-payment of tuition and any fees.
2. **Due Date.** Tuition is due on the 25th of each month for the following month.
3. **Payment Method.** Each family is required to have a valid credit/debit card on file and will be charged on or around the 25th of the month or if tuition remains unpaid by the 29th of the month. To avoid having your credit card on file charged, you may pay for the upcoming month's tuition at the front desk using cash, check, or a different credit/debit card prior to

your scheduled payment date. Should tuition remain unpaid after the 1<sup>st</sup> of the month, any and all discounts will be forfeited.

4. **Payment Update.** If there are changes to be made to your credit/debit card on file, the updated information must be made prior to the 25th of the month (i.e., updating an expired card, etc.).
5. **Payment Decline.** If your payment is declined for any reason, you will be charged a \$15.00 declined transaction fee.
6. **Withdrawal.** If you wish to withdraw from the program, we must receive a Drop Notice in writing from you prior to the 20th of the month in order to be relieved of tuition for the following month (see Drop Policy).
7. **Automatic Drop.** If tuition remains unpaid by the 1<sup>st</sup> of the month, your child will be dropped from the program. When Galaxy must perform an Automatic Drop, it does not relieve you of the financial responsibility already incurred and you are still responsible for that month's tuition. If an Automatic Drop is performed and tuition is not paid within a given grace period, we cannot guarantee that there will be space available in your child's class should you wish to re-enroll. The only way to secure your child's class space is timely payment of tuition. If you are no longer attending Galaxy Sports Group, Inc. and have an outstanding balance, your account will be sent to our collections agency. You will be charged an additional fee of up to \$100 if we must send your account to our collections agency.
8. **Non-refund.** All payments you made are non-refundable.
9. **Non-transfer.** All gym credits given to a customer are non-transferrable between different families and not refundable.
10. **Bad Check.** Checks returned to Galaxy Sports Group, Inc. unpaid will result in a \$25 fee for the first returned check, and a \$40 fee for a second returned check. Galaxy Sports Group will not redeposit your check. The only remedy for this oversight is repayment of the amount of the returned check plus the returned check fee by cash or credit card and is due prior to your child's next class. Any returned checks not remedied within a period of four weeks from the day of first deposit attempt will be submitted to the Kern County District Attorney for further handling.

## **SECTION V. Drop/Withdrawal Policies**

Galaxy offers gymnastics, tumbling, and ninja classes on month-long terms. If you are planning to drop your child from his or her class/program for a period of time, please make sure you submit a Drop Notice in writing no later than the 20th of the month prior to the month you wish to withdraw from the program. Drop Notices received via email or hand delivered to our front desk will be acceptable. We aim to make this process simple: we will email you the Drop Notice upon your request, then you reply to confirm in writing the info we need from you, and we send a confirmation of receipt. Failure to provide Galaxy Sports Group, Inc. with a written Drop Notice

will result in your being financially responsible for tuition due for the following month. Communicating your intent to take a break from any of our programs by providing Galaxy with a Drop Notice is your responsibility - we rely on that communication from you to avoid charging you for future months of tuition. We cannot accept Drop Notices over the phone.

## **SECTION VI. Change in Medical Status**

Our goal is to keep your child safe in class. Should your child have a change in his or her medical status that might affect his or her class participation, we require that you update his/her medical status in writing as soon as possible, either by providing a doctor's note or sending us an email. Our coaches will need to know if your child has any restrictions on activities or movements. It may be possible for our coaches to provide a modified lesson plan for your child, but if not, your child may need to take a break from the program for his or her own safety. Do not bring your child to class if he or she is sick or otherwise contagious. This includes colds, flus, rashes, lice, or other contagious conditions.

## **SECTION VII. Safety Rules for Athletes**

1. **Commitment.** Your children's safety is our top priority. We are committed to doing everything we can to help your children have a fun and safe experience while at Galaxy. We need your help in keeping our gym as safe as possible. Please take a few moments to review and understand our safety policies below, and help us by communicating them to your children. We must enforce all of these policies for the safety of each of Galaxy's athletes. If you need any clarifications on these policies, please ask. We are here to help.
2. **Gym Restriction.** Athletes are not allowed to have food, drinks, gum, or candy on the gym floor. Water breaks will be taken during class.
3. **Injury Report.** Report any injuries to your coach right away. Report to your coach right away if you see any injuries to your classmate.
4. **Gym Clothes.** Athletes should wear appropriate athletic clothing to practice - a t-shirt and gym shorts for boys and a leotard for girls. Baggy/loose clothing, jeans, or other clothing that either restricts range of motion or may become caught in equipment is not allowed. No shoes or socks are worn during practice. Athletes with long hair should wear their hair in a bun, ponytail, or other style in which their hair is away from their face and does not interfere with working on athletic skills. Athletes should keep their fingernails manicured short to prevent injury to themselves or their coach while practicing skills. Athletes cannot wear jewelry during class (with the exception of stud earrings).
5. **Equipment.** Athletes must wait for their coach to call their class before entering the gym floor or practicing on equipment. The only people permitted on the gym floor at any given

time are Galaxy's coaches and athletes who are currently in their class with their coach. Athletes cannot arrive early or stay late to play on equipment. Parents, siblings, or other individuals who are not enrolled in a class at that time are not allowed on the gym floor for any reason. Athletes must walk from one event to the other. NO RUNNING unless you are at your event and supervised by your coach. Athletes should always look before they cross a mat designated for a practice area. Athletes should not enter or leave the gym area without permission from their instructor/coach. It worries coaches when a child sneaks out of class! Athletes are not permitted to adjust, alter, or vandalize any equipment, such as changing the height of bars or vault, scratching equipment with fingernails, picking the foam in the foam pit, or using the equipment in an inappropriate manner.

6. **Enter and Exit.** Athletes and parents are to enter and exit the gym through the front doors in our lobby. Nobody is permitted to enter or exit through the gym's back doors. Athletes are not permitted to leave the premises unless accompanied by a parent/guardian and should always remain in the lobby when waiting to be picked up after practice. The only people permitted on the gym floor (apart from the parent viewing area) are Galaxy's staff members and currently registered and enrolled athletes during their scheduled class times. No other person is permitted on the gym floor at any time. Should an individual be found to be on the gym floor who is not a currently registered and enrolled athlete, he or she will be required to leave immediately. It is the responsibility of parents and/or guardians to supervise their children at all times who are not active in a class at Galaxy (i.e., siblings of the athlete).
7. **Supervision.** Children being unattended/unsupervised by their parents/guardians is unacceptable at Galaxy. Parents or guardians are responsible for their children's behavior and safety while on the premises of Galaxy Sports Group, Inc., including the gym area, lobby, waiting area, dining area, viewing area, parking lots, restrooms, etc. Parents will be held financially responsible for damages to our facility or equipment (beyond that of normal wear-and-tear) as a result of the actions of their children.

## **SECTION VIII. Safety Rules for Parents**

1. **Prohibition.** Parents are not allowed on the gym floor or on any gym equipment. The only people permitted to be on the gym floor at any time are Galaxy's coaches and athletes currently enrolled in that particular class. Siblings, other children, parents, relatives, friends, and anyone else are prohibited from being on the gym floor and must remain in the lobby or parent viewing area while at Galaxy.
2. **Supervision.** We cannot make exceptions for parents who wish to go onto the gym floor to talk to their children or coaches during class, or to take pictures or videos. Parents are responsible for the safety and conduct of their children in the gym's common areas. Children not enrolled in a class must remain under the supervision of a parent at all times. No running, gymnastics, or horseplay in the lobby, waiting areas, or parent viewing areas.

3. **Pick-up.** When picking up your child after practice, please come into the lobby to meet your child. If you are running late, please give us a call.
4. **Photography/Videos.** Please do not use flash photography in the gym. The flashes from cameras can be distracting to athletes and can create a dangerous situation. Parents are more than welcome to take photos/videos of their children at practice or in the lobby - just please make sure to turn off your flash.

### **SECTION IX. Arrival And Pickup Policy**

Be sure your student arrives 5 minutes before (no earlier please) his/her scheduled class time. Please pick up your student on time. Please inform us if you know you will be late picking up your student. Instruct your child to wait inside the building and you should escort them from the building to your car. All students should remain in the lobby area to waiting for their parents/guardians to pick up. During peak times the parking lot is crowded. Please take into consideration that our students may include young children. Please drive slowly and carefully. Do not take a chance on your student running to and from your car.

### **SECTION X. Policy Update**

Galaxy reserves the right to interpret all policies above. We may update our policies and the new policies will be emailed to the email address(es) we have on file for you. You can also read our policy updates by logging in to your account on portal. All disagreements of our new policies should be brought before your child's next class, continued attendance at the class will constitute acceptance of the new terms.

## **RELEASE AND REPRESENTATION**

### **SECTION I. Payment Authorization**

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card 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 (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a written notice before the billing date is required to terminate billing and **I am responsible for payment whether or not my**

**student attends classes until I notify this facility in writing to drop my student from class(es).**

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.

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**SECTION II. Medical Emergencies Policy**

First Aid/Medical Care: I understand that employees of Galaxy Sports Group, Inc. are not trained or licensed physicians and are not qualified to diagnose or treat any medical condition. I hereby release any CPR/First Aid Certified employee of Galaxy Sports Group, Inc. to administer temporary first aid to my child in the event of injury or illness. Should my child require medical attention, I hereby authorize Galaxy Sports Group, Inc. to call an ambulance to transport my child to a licensed medical care facility at my expense. I agree that as the parent/legal guardian, it is my responsibility to provide medical/health insurance for my child(ren) involved in the Athletic Activities that I deem appropriate.

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**SECTION III. Photography/Video Release**

Any persons on the premises at Galaxy Sports Group, Inc. may be photographed in class or in common areas. I am aware that individual and group publicity photographs and videos are taken from time to time and in consideration for my own child(ren)'s participation, I hereby grant permission to Galaxy Sports Group, Inc. to photograph and publish such photographs including those with my child(ren)'s likeness to be used in Galaxy Sports Group, Inc.'s website, brochures, advertisements and any other business promotion. I hereby waive all rights of privacy and/or compensation for me or my child for the public use of such photographs and video. Any persons on the premises, including your child, may be photographed in class or at Galaxy Sports Group, Inc. events, and the photographs may be posted in Galaxy's facility, on galaxysportsgroup.com, Facebook, Instagram, or in promotional publications.

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**SECTION IV. Release and Indemnification**

I hereby voluntarily release, acquit, covenant not to sue, and forever discharge Galaxy Sports Group, Inc., its owners, shareholders, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Athletic Activities are conducted, their respected agents and employees, and all persons providing facilities or assisting in the conduct of the Athletic Activities. I will defend, indemnify, and hold harmless the released parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to, costs and reasonable attorneys' fees (including the cost of claim I might make or that might be made on my behalf or the athlete's behalf that is released in this document), arising out of or connected in any way with any and all of the released claims for personal injury, property damage, wrongful death, or any damages resulting from activities at Galaxy Sports Group, Inc.

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**SECTION V. Representation of Ability to Participate**

I understand the nature of the Athletic Activities, and I represent that the athlete is qualified, in good health, and in proper physical condition to participate in the Athletic Activities. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Athletic Activities are not safe or are no longer safe for my athlete, then it becomes my responsibility to immediately discontinue my athlete's participation in the Athletic Activities. Should my child develop a physical or medical condition that may impact his or her ability to participate in the Athletic Activities, I understand it is my responsibility to communicate this to Galaxy Sports Group, Inc. and withdraw my child from the program if necessary, either temporarily or permanently, to prevent further injury or illness.

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**SECTION VI. Acknowledgement and Assumption of Risks**

In consideration of Galaxy Sports Group, Inc. allowing the athlete to participate in sports activities, classes, competitions, team sports, individual sports, gymnastics, dance, tumbling, acrobatics, ninja, obstacle course training, sports camps, open gym, parents night out, summer and holiday day camps, cheerleading and stunting (hereinafter collectively referred to as "Athletic Activities"), I (and if I am not yet 18 years of age, my parents or guardians) agree to be bound as follows (the term "I" in this release refers to both the athlete and his or her parents/guardians): I understand that participation in Athletic Activities can be a very valuable experience for young people. Galaxy



Sports Group, Inc. makes every reasonable effort to employ qualified coaches, supply athletes with proper equipment and facilities, and provide athletes with opportunities to develop and maintain physical fitness. I understand that the Athletic Activities involve risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by the athlete's actions or inactions, those of others participating in the Athletic Activities, the condition in which the Athletic Activity takes place, the negligence of the "Released Parties" named below, or other scenarios that are unforeseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages that may result from the Athletic Activity. I hereby give my approval of and consent to the athlete's participation in the Athletic Activities.

Initial \_\_\_\_\_

**Agreement to Terms and Policies**

I have read the Policies and Procedures for parents, spectators, and participants in the Athletic Activities and/or the Team Handbook, and agree to fully abide by all rules and conditions set forth therein. I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE, INDEMNIFICATION, AND PHOTOGRAPHY AND VIDEO RELEASE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_