



Member Agreement

Participant Rules and Guidelines

This section outlines the guidelines and rules of engagement that help navigate each participant and their family's membership and participation at Dominique Dawes Gymnastics and Ninja Academy. These guidelines and rules are occasionally updated and subject to change. It is the responsibility of each family to seek out and familiarize themselves with all policies, rules and guidelines throughout their engagement at DDGNA and use of its facilities and programming.

Code of Conduct

1. **Listen to Staff** – To ensure an enjoyable and safe experience for all, listen to all staff.
2. **Be Respectful** - Respect staff and fellow participants. Inappropriate conduct to include, but not limited to, bullying and violence of any nature will not be tolerated.
3. **Attire** – Dress appropriately in fitted, non-restrictive clothing with hair pulled away from the face and no jewelry.
4. **Shoes** – No shoes for gymnastics (barefoot). Shoes for ninja.
5. **Personal Belongings** – Store backpacks and belongings in a cubby or somewhere tucked away where it isn't a tripping hazard.
6. **Enjoy the Experience!** - Have fun and find your gold medal moments, whatever they may be!

Participant Guidelines

Attire

- **Clothing:** Leotards, unitards, yoga apparel, or t-shirts with athletic shorts/pants are all acceptable. Clothing should be non-restrictive, form-fitting, and free of zippers, buttons, snaps, and other decorative items that can catch on equipment.
- **Shoes:** Gymnastics participants are required to be barefoot. Ninja participants are required to wear sneakers that can be tightened.
- **Hair:** For the safety of participants, long hair must be tied back or pulled away from their face and eyes prior to class.



- **Attire that is not permitted for safety reasons:** baggy or loose-fitting clothing, leotards with skirts attached, sports bras or crop tops. Necklaces, earrings (with the exception of small studs), and other jewelry should not be worn in the gym.

Start of class

Participants must wait in the lobby or waiting area until the coach calls the class to the gym floor. For safety reasons, no one is permitted on the floor without a coach/staff member.

Water

Participants are encouraged to bring their own water bottles to class. If needed, water fountains are available onsite.

Parent/Guardian Guidelines

Observing Classes

- Please observe from the lobby, bleachers or other designated viewing areas.
- Siblings and other children must remain in the observation area/lobby under supervision of an adult at all times.
- With the exception of our adult-participation classes, we ask parents to please refrain from 'coaching' from the sideline. We encourage families to support their child(ren)'s participation in gymnastics/ninja by emphasizing independence, enjoyment and personal improvement.
- A coach/staff person will ask for your assistance if needed.

Non-Participant Approved Areas

- Parents/Guardians are only permitted in the gym/on the gym floor if they are enrolled in an adult-participation class.
- Please do not go into the gym/onto the gym floor unless specifically asked to by our staff. This includes siblings or other children who are not enrolled in an active class.

Cell Phone and Audio

- Limit phone calls out of respect for other spectators observing their child's achievements.
- Headphones are required for any activity that generates noise: listening to music, watching videos, playing games, etc.
- When participating in adult participation classes, to help avoid distraction for all participants, cell phones are prohibited.

After Class/Participant Pick-Up



- Should you leave the gym during class, please return a few minutes early and **come inside the building to pick up your child.**
- For safety purposes, students of any age are not permitted to leave the center without an adult, nor wait outside for rides. Due to the high traffic nature of our facility, staff are unable to closely monitor every child.
- If your child is participating in our Junior programming, we ask you to stay in the facility throughout their class.

Behavior

Your child's behavior has an impact on the overall quality of the class. We do not take lightly to participants that choose not to listen to or respect their coaches, staff members, and/or fellow classmates.

Behavior that will not be tolerated includes but is not limited to pushing, hitting, fighting, bullying, teasing, foul language, rolling of the eyes defiantly, backtalk, intentionally damaging equipment and/or matting, and/or behavior that endangers the safety of themselves or others.

Inappropriate behavior will be met with a warning. If the behavior continues, they will then be given a time out. Then, if the behavior still continues, the child will be dismissed from the class and may be expelled from the program altogether. If deemed appropriate, a child can be dismissed from the class and expelled from the program immediately.

There are NO REFUNDS if a child and/or the family is dismissed from the program for violating our code of conduct and member rules of engagement.

Special Accommodations

Please be aware that the class environment can be noisy and very stimulating which may affect some student's behavior. While we have low coach to student ratios, this is a group setting and one on one attention is not possible. Safety is a priority, and enrolled children must be able to stay with their group, follow instructions, and cooperate with other children and staff. If your child has special needs, please contact us prior to registering to make sure we can provide the appropriate level of care and support for your child.

Enrollment Policies

Membership Fee

There is a standard one-time \$65 membership family activation fee applied to all new families at the time they first enroll in a recurring program. This is per family and not per child. There are **NO REFUNDS** for



membership fees. The membership fee is only required once per state, regardless of the location a child participates in. Should a child transfer to another location, a one-time \$15 service fee will be applied.

Recurring Tuition

Recurring monthly tuition is a fixed monthly fee that is automatically billed for the classes you've enrolled in. You may enroll in a class at any time of the month. If you join mid-month, the first month's charge will be pro-rated. Withdrawing from a program must have a final participation date at the end of a month as prorated refunds will not be provided should a child leave prior to the end of the month. *See cancellation terms for more.*

Tuition Details

- Tuition will be auto-drafted from the credit card on-file for all monthly classes you are enrolled in on the 1st of the month to maintain your reserved spot for that month.
- Tuition will continue until you submit a formal withdrawal from the class/program. *See cancellation terms for details on how to formally withdraw.*
- Based on how the days fall on a given month's calendar and with holidays, monthly tuition covers an average 48 classes per calendar year, and some months may have as few as 3 classes, while others may have as many as 5. Prorated credits or refunds will not be provided for months with only 3 sessions just as additional fees will not be charged for months with 5 classes.

Declined Transactions

There is a \$15 service fee for each declined transaction regardless of reason.

- After two failed attempts at auto-drafting the tuition from the credit card on file we will withdraw your child(ren) from their class(es).
- Once your account is brought to good standing, your child(ren) can once again enroll in classes, however if their spot in that class has been taken, they will need to find another class or join the waitlist.
- Families who remove their payment information from their account or submit chargebacks to banks in lieu of properly dropping/cancelling class(es) will continue to accrue charges. Should they wish to return to programming at any point in the future, they will be required to bring their past account into good standing first.

Discounts

There is a 10% sibling or multi-class discount applied automatically to the lesser tuition(s) for classes only. For families with more than two children enrolled or who are enrolled in more than two classes, this discount may apply to all tuition(s) except the first. This discount will be automatically applied providing all children are registered under the same family.



- Example A: Child 1 is enrolled in a \$148/month program, and Child 2 and 3 are both enrolled in a \$111/month program. The 10% discount will be applied to both Children 2 and 3.
- Example B: Child is enrolled in two programs that are both \$148/month. This child will receive a 10% discount off the second tuition of \$148.

Team tuition is exempt from all discounts (though a team member's sibling participating in non-team programming will receive the sibling discount).

For liability purposes, it is vital that participants are only enrolled under their parent or guardian's account. Any individuals not enrolled properly risk termination.

Transfers & Cancellations

Transfer Policy

In order to encourage consistency for the other students, we ask families to only request class to class transfers that will begin in a new month. Transfer requests can be made at any time throughout the month, though should be made no later than the 20th in order to be processed for the start of the new month.

For same-class transfers (classes with the same criteria/requirements), parents can make these requests through the Member Portal, which will automatically take them through the process providing there is a space. In the event that your request is a skill level-up transfer, these requests will need to be submitted to our team for manual approval and processing. Our team will process your transfer request within 7-10 days. Transfers will be contingent upon availability. Until we are able to fully process your request, you will remain committed to your existing enrollment and its fees.

We will do our best to honor any immediate transfer requests, but will not be able to prioritize these over all other requests. Should your request be granted, please note this may result in a new tuition fee. Should the class you are transferring have a higher monthly tuition, we will charge your account the prorated difference. If you transfer to a class with lower monthly tuition, we will provide a credit for the prorated difference to your account that can be used within 6 months. We will not provide a refund.

See 'Canceling or Transferring Class(es)' for details on how and when to submit your transfer requests.

Cancellation Policy

To cancel (withdraw) from a class, please submit a formal request through the Member Portal by the 20th of the month in order to avoid being charged for the following month. Any drop or transfer requests made after the 20th or that require additional information from the family and are not confirmed cannot be



guaranteed and you will be committed for the following month in full. We require a minimum of 10 days to process all incoming requests.

General Cancellation & Transfer Terms

ALL DROP AND TRANSFER REQUESTS MUST BE SUBMITTED THROUGH THE MEMBER PORTAL ON OR BEFORE THE 20TH OF THE MONTH IN ORDER TO BE PROCESSED IN TIME FOR THE FOLLOWING MONTH.

Verbal communication (phone or in-person) with any team member or email requests will not be accepted. Any drop or transfer requests not submitted through the appropriate channels will not be accepted or processed. This is necessary to ensure we are able to monitor and process requests across all DDGNA locations in a timely manner.

Please allow our team up to 10 days to process your request, though we will do our best to tend to all requests in a timely manner. Once processed, we will reply with a confirmation and any necessary details (new tuition rate, start date, class details, final class date, etc.). Please keep in mind that towards the end of the month our team is helping to process drops, transfers, billing needs and more. We appreciate your patience.

Refunds

Refund Policy

We do not provide refunds for recurring monthly classes. We are a recurring monthly program and when you enroll for the month, you have now taken that spot in the class from another potential student.

If you choose to withdraw from your class(es) for any reason, we would be happy to set your drop date for the last class of the month providing the request is given by the 20th of the previous month. Requests made after that may not be processed in time and therefore will be pushed to the end of the following month (meaning you may still be enrolled for 5 or so classes).

Once you have withdrawn from the program, any make-up tokens on your account will be forfeited at the end of that month. No refunds or credits will be applied for unused tokens. *See Make-up Policy for more.*

Camps and events have different policies. Please refer to the Camp and Event agreements for their specific refund and credit related terms.

Account Holders and Access

Families can add multiple parents or guardians (Guardians) to their family account, though the Primary Guardian is the person who creates the account and therefore is the main person listed. In order for a Secondary Guardian to have access to make changes to a child's account, the Primary Guardian must grant them access, which can be done through the Member Portal and 'Account Access' link. Any changes that cannot be conducted by the family



through the Member Portal and need staff support may require acknowledgement from the Primary Guardian prior to authorization (for example, removing the primary account holder from the account altogether or swapping a Primary and Secondary Guardian). The Primary Guardian is the only account holder who can unanimously revoke access or remove individuals from the account. Please note: even if a Secondary Guardian is granted appropriate permission, they will only be able to make payments using their own payment methods and not a payment method saved to another user.

Make-up Sessions

Make-up Eligibility

We are a people-first business. We understand things happen and sometimes you may need to miss a class. Make-up tokens for a missed class will be granted under the following conditions:

- **Notification must be submitted at least 24 hours prior to the class through the Member Portal.** This timeframe is required to provide adequate notice to other families who are trying to schedule make-up sessions. Please submit absences as soon as you are aware of any scheduling conflicts.
- Eligible make-ups will be rewarded as a make-up token. These can be viewed on your account through the Member Portal.
- **Each participant is eligible to earn one make-up token per month, per enrolled program total.** Additional absences will not be eligible for make-up tokens, credits or refunds. This helps to ensure as many families receive the best chance at participation.
 - The system will only recognize up to one make-up session per month, so families who participate in multiple programs and are therefore eligible for additional make-ups (one per tuition class) will need to contact Member Experience for support in processing any additional eligible make-ups.
- **Make-up tokens expire 90 days after the date of issue.** A make-up token is issued on the actual date that your child missed class, not the date you submitted the request for a make-up.
- **Make-up tokens will not be awarded retroactively.**

In the event of an emergency or an unforeseen circumstance, please contact our Gold Medal Member Experience Team or Gym Management team prior to the start of your child's class for assistance.

Redeeming Make-up Sessions

Make-up tokens that a family wishes to redeem in a weekly class is dependent upon availability. In order to maintain our coach to athlete ratios for the safety and enjoyment of all students, we do not offer additional spots for make-up sessions.

- A child must be actively enrolled in a current program to redeem make-up tokens for missed sessions.
- Make-up tokens can be redeemed for the exact class that was missed on another day or time where there is space, in another like-level program (e.g. same age, but ninja) or for Open Gym.



- You are able to redeem a make-up token for a class through the Member Portal or can reach out to our Gold Medal Member Experience Team for assistance.
- If you withdraw from our program, all remaining make-up tokens will be forfeited.

Families with multiple make-up tokens to utilize may, at the sole discretion of our Gold Medal Member Experience team, be granted the ability to use multiple tokens for their family during open gym time (with the appropriate liability waivers signed by new participants). Please speak to our Gold Medal Member Experience team for assistance in this area.

Make-up tokens are non-transferrable to other DDGNA locations or existing DDGNA members. **If the scheduled make-up class/session is missed for any reason, you forfeit that make-up token. There is no rescheduling of make-up sessions.**

Credits or refunds will not be provided in the event a family is unable to use their make-up tokens or fails to use them before expiration.

Please visit our website for more information about how to submit future absences and redeem make-ups.

Waitlist

The waitlist is in place to help participants get into a class that may otherwise be full. You may add your child to as many waitlists as you wish, though we ask you to be respectful of other families trying to enroll their child(ren) and to only join waitlists for classes you will accept should a spot open.

Please note camp and other event waitlists may follow a different policy. See our Camp and Events policies for more details.

Waitlist Process

- The waitlist will be considered in ranked order based on the order students were added.
- Once a spot opens, the system will automatically contact the first family in the queue via the primary account's email and give them 24 hours to accept the spot. It is vital that you are regularly checking your email and the Member Portal.
 - If the family does not respond within the allotted timeframe, they will be skipped over and the next in line will be contacted. This automated process will continue until someone claims the spot. If a family misses the window, we are not able to stop the automated process as it will have already gone to the next family.

Accepting or Declining a Waitlisted Spot

If a family accepts the spot, they are prompted to the shopping cart where they will complete their class registration. The spot is effective after 24 hours, so if you accept it and there is a class in less than 24 hours, you will start attending the following week.



Within 2 weeks of accepting a waitlist spot, your name may be removed from all other waitlists in order to give other families a chance at getting into a class that's one of their top choices. You are welcome to rejoin other waitlists, but at the bottom of the list. If there is another class that is your top preference and you're on that waitlist, you should decline the offered spot in order to maintain your spot on the other waitlist.

If a family declines the spot from the waitlist, they will remain on the waitlist for a future opportunity. We ask families who no longer wish to be considered for a class to remove themselves from the waitlist altogether.

Waitlist Maintenance

In an attempt to maintain the waitlist and give everyone the best chance for enrollment, we ask families to regularly monitor their waitlists and remove themselves from a waitlist if things change. Families who have been on a waitlist for more than 60 days may be contacted and asked to reply within a set window to confirm they wish to remain on the waitlist. Individuals who do not respond or withdraw from the program will also be removed from any waitlists.

Inclement Weather & Emergency Closures

Please note we do not align with school district closures or delays for weather. Always check your email or social media for communication from your home gym to learn of any potential delays or closures. We try to make this decision on the day of by 2pm. Any classes that take place before noon will be case by case and you should contact your home gym directly for further instruction.

In the event Dominique Dawes Gymnastics & Ninja Academy has an unscheduled closure or schedule changes due to inclement weather or another related emergency, we will provide a make-up token to all students affected. Unforeseen closure notices will be emailed to the family's primary contact and posted to the Member Portal whenever possible. Phone lines may be busy or down. For this reason, it is important that we have your most current contact information in the Member Portal, that you do not opt out of receiving communications from us and check your email often. If you need assistance updating your contact information, please contact our Gold Medal Member Experience Team.

Agreement

By executing this agreement, Member does hereby join DDGNA. The Member is entitled to use the facility for any enrolled programs only and the Member may be subject to additional charges for and including, but not limited to, the Member's participation in additional classes, programs or activities.



Member agrees that at all times when Member is participating in DDGNA programming, that Member will strictly comply with all the terms and conditions of this agreement and the rules and regulations regulating the use of the facilities as may be in effect from time to time. Member agrees that it shall be Member's responsibility to seek out and familiarize himself/herself with the rules and regulations, as they exist for use of the facility. If Member violates any of the rules and regulations for use of the facility, Member's membership may be terminated by DDGNA, in its sole discretion, and the Member shall not be entitled to a credit for any tuition or other fees due or paid pursuant to this agreement.

I HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS AS OUTLINED ABOVE. I ACKNOWLEDGE THAT I HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS RELEASE AND THAT I HAVE EITHER EXERCISED OR WAIVED MY RIGHT TO OBTAIN ADVICE FROM LEGAL COUNSEL.



Waivers, Releases & Assumption of Risk

DOMINIQUE DAWES GYMNASTICS & NINJA ACADEMY - WAIVER, RELEASE AND ASSUMPTION OF RISK

As legal guardian of my designated student(s) (student(s)), I hereby acknowledge and freely and voluntarily agree to all terms contained in this Assumption of Risk, Waiver of Liability, Release of Claims, and Indemnity Agreement (hereinafter "Release") as material consideration for the agreement by DDGNA, LLC and its Affiliates, D/B/A Dominique Dawes Gymnastics & Ninja Academy ("**DDGNA**") ("Company"), its related and affiliated entities, and their respective owners, members, managers, employees, independent contractors, volunteers, consultants, representatives, insurers, agents, successors and assigns (collectively, the "Released Parties") that I be allowed to attend and participate in the open gym activities, classes, trainings, lessons, workshops, events, programs, and other services and activities offered by the Company (collectively, the "Activities") and use and occupy the premises, facilities, or other locations where the Activities are offered and performed (collectively, the "Facilities").

1. I hereby certify that: (i) I am 18 years of age or older and I have the authority to contract on my own behalf, or (ii) I am under 18 years old and my parent or legal guardian having the full legal capacity is entering into this Release on my behalf, with the understanding that all terms herein shall be binding upon me and the parent or legal guardian who signs below.

2. I understand that past or present medical conditions may make participation in the Activities unadvisable, and I agree it is my sole responsibility to determine whether I should participate in the Activities. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I understand that if I am pregnant, my participation in the Activities may pose additional risk to me and/or my unborn child/ren. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the activities. By participating in the activities, I have either consulted with a physician or knowingly waive such responsibility.

3. I understand that consuming drugs and/or alcohol prior to participation in the Activities can impair the physical and/or mental abilities of a participant and, as such, is strictly prohibited.

4. I acknowledge that the Released Parties shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, studios, or anywhere else in the Facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

5. I am aware the Released Parties do not warrant or guarantee the quality or accuracy of the Activities or that they are fit for a particular purpose.

6. I understand that there are inherent risks involved in participating in the Activities, which shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which cannot be eliminated regardless of the care taken to prevent or minimize the risk of harm



inherent risks include, but are not limited to physical injury, sprains, tears, high blood pressure, fainting, heartbeat disorders, heart attack or stroke, aggravation of pre-existing injuries, muscle, back, neck, other personal injuries or more serious injuries or illnesses, including paralysis, death, and/or damage to or loss of any of my property. I understand my physical limitations and agree to stop or modify my participation in any Activities before I become injured or aggravate a pre-existing injury. If, during the course of participating in the Activities, I experience any unusual or unexpected physical discomfort, I will discontinue participation in the Activities and seek medical attention.

7. I agree to ASSUME ALL RISKS of personal injuries, paralysis, possible death, damage to or loss of property, other losses, costs, and damages, known and unknown, inherent or not, and whether or not described above, arising from or in any way related to my attendance at, enrollment or participation in the Activities and/or use of the Facilities.

8. I further agree to RELEASE, WAIVE, and FOREVER DISCHARGE Released Parties from any and all claims, losses, demands, damages, costs, expenses, attorneys' fees, liabilities, obligations, lawsuits, causes of action, proceedings, judgments, compensation, contribution, charges, penalties, medical bills, treatment costs, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my attendance at, enrollment or participation in the Activities, and/or use of the Facilities, including but not limited to, any claims for personal injuries, including paralysis, death, illnesses and/or damage to or loss of personal property, or claims for violation of the rights of privacy or publicity or any other proprietary right I may have, whether caused in whole or in part by any negligence, strict liability, or other fault of the Released Parties or any entity or person performing any function with respect to the Activities.

9. I further agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from and against any expenses, attorneys' fees, loss, liability, damages, cost, fees, compensation, contribution, charges, medical bills, or treatment costs they may incur arising from any claim or lawsuit brought against them for any injuries, wrongful death, losses or damages of any kind that: (i) arise from or relate to my attendance at or use of the Facilities and/or enrollment or participation in the Activities, (ii) arise from or relate to my actions or inactions at the Facilities, and/or (iii) have been released or discharged by this Release whether caused in whole or in part by any negligence, strict liability or other fault of the Released Parties or any entity or person performing any function with respect to the Activities. I understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my behalf, including those for personal injuries, illness, or damage to or loss of property arising from my attendance at, enrollment or participation in the Activities, and/or use of the Facilities.

10. I hereby grant the Released Parties the absolute and irrevocable right and permission to photograph, videotape, film, or otherwise record me, my name, photographs, portraits, images, audio, voice, videos, statements, pictures, and "likeness" (the "Recording") in connection with the Activities, and to use, re-use, publish, and re-publish the Recording in whole or in part, individually or in conjunction with other photographs, video, and/or other content, and in conjunction with any printed matter, or electronic matter, in any and all media now or hereafter known, and to use my name in conjunction therewith for all purposes, including advertising and



promotional purposes, press releases, periodicals, and on the Company's website, without restriction as to alteration. I waive any right to inspect and approve the use of the Recording and acknowledge and agree that the rights granted by this Release are without compensation of any kind. I hereby assign to the Company all rights, title, and interest, including copyright, in and to any and all such Recordings, and I hereby irrevocably authorize the Company, to reproduce, copy, sell, exhibit, publish, or distribute any and all such products of the Recording, such as photographs, sound recordings, motion pictures, or videos in perpetuity for any purpose. I agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution, or use of such Recordings, including but not limited to, any and all claims for invasion of privacy, defamation, or infringement of copyright.

11. I acknowledge and agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same purposes and intention of the valid provision.

12. I acknowledge and agree that this Release shall be governed by the substantive provisions of Maryland law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Release shall be brought in the Courts of Montgomery County, Maryland. I agree that such court shall have personal jurisdiction over me, and hereby waive any and all objections to the authority of such court to hear any such action. In the event of any legal action arising under this Agreement, between the parties hereto, or any asserted breach thereof by any party to this Agreement, the Company, if the substantially prevailing party, shall be entitled to recover all costs and expenses including, but not limited to, reasonable attorney's fees incurred in enforcing, attempting to enforce, or defending any of the terms, covenants, or conditions of this Agreement, including said fees incurred prior to commencement of legal action and/or during the conclusion of any appellate process.

13. I HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION BROUGHT BY ANY PARTY HERETO WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. I agree that this Release shall be binding upon me and my family members, legal and personal representatives, trustees, legatees, administrators, executors, heirs, next of kin, beneficiaries and assigns. I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS RELEASE AND UNDERSTAND THAT I AM FREE TO OBTAIN ADVICE FROM LEGAL COUNSEL OF MY CHOICE, AT MY EXPENSE, TO INTERPRET THESE PROVISIONS. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS RELEASE AND THAT I HAVE EITHER EXERCISED OR WAIVED MY RIGHT TO OBTAIN ADVICE FROM LEGAL COUNSEL.

Medical Treatment Authorization & Concussion Education

Authorization for Medical Treatment for Minor Participant of "DDGNA, LLC" and its Affiliates, D/B/A Dominique Dawes Gymnastics & Ninja Academy ("DDGNA") In consideration for permission to participate in activities at and



to access all premises and facilities of DDGNA, I, the parent/guardian (hereinafter, "Participant"), hereby certify that, to the best of my knowledge and belief, Participant has no known medical problems or conditions that would prevent him/her from participating in the programs or activities at DDGNA. I hereby authorize DDGNA and/or its members, managers, officers employees, coaches, teachers, authorized agents or certified emergency trained personnel, to furnish emergency medical services and/or secure emergency medical treatment, including but not limited to transport and admission to a hospital or other health care facility, for Participant as deemed necessary. I acknowledge and understand that DDGNA is not financially responsible for the expenses of medical treatment, emergency care or transportation and does not provide health or accident insurance coverage to participants. I agree to be financially responsible for the expenses of any such emergency medical treatment/services or transportation and agree to pay for all medical treatments, procedures, care, and transportation individually, or through my medical insurance program. I hereby waive, release, discharge, and agree to hold harmless DDGNA from and against any and all liability, loss, damage, and claims of any nature which in any manner arise from or relate to such emergency medical services or treatment. I understand that my child's participation in the above-referenced program or activities is performed under this specific understanding. I have read and understand the foregoing and voluntarily signed this Authorization for Medical Treatment with full knowledge of its contents and significance. *This form is required by DDGNA for all individuals participating in programming or activities with DDGNA and should be completed in addition to the Waiver & Release of Liability Agreement.

Parent & Participant Concussion Education Information

WHAT IS A CONCUSSION? A concussion is a type of traumatic brain injury. Concussions are caused by a bump, blow, or jolt to the head. Even a "ding," "getting your bell rung," or what seems to be a mild bump, blow or jolt to the head can be serious. You can't see a concussion. Signs and symptoms of a concussion can show up right after the injury or may not appear or be noticed until hours or days after the injury. If your child reports any symptoms of concussion (see below), or if you notice the symptoms yourself, please notify our staff prior to your child's continued participation in the programs and activities at DDGNA. All concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. SIGNS AND SYMPTOMS OF CONCUSSION: If your child has experienced a bump, blow, or jolt to the head, look for any of the following signs of a concussion: SYMPTOMS REPORTED BY YOUR CHILD • Headache or "pressure" in head • Nausea or vomiting • Balance problems or dizziness • Double or blurry vision • Sensitivity to light • Sensitivity to noise • Feeling sluggish, hazy, foggy, or groggy • Concentration or memory problems • Confusion • Just not "feeling right" SIGNS OBSERVED BY PARENT/COACH • Appears dazed or stunned • Is confused about assignment or position • Forgets an instruction • Moves clumsily • Answers questions slowly • Loses consciousness (even briefly) • Shows mood, behavior, or personality changes SECOND IMPACT SYNDROME: Second Impact Syndrome (SIS) occurs when an individual who has already sustained a head injury, sustains a second head injury prior to complete resolution of symptoms from the first injury. This often occurs because a person has returned to participation too soon. Most people do not realize that it may take days or weeks for concussion symptoms to resolve. Second Impact Syndrome most likely affects young athletes (middle school/ high school); however, any participant who returns to activities too soon is a possible candidate. Second Impact Syndrome is a condition that is rare and can be fatal, but more commonly SIS leads to a prolonged recovery, highlighting the importance of appropriate treatment/management of concussion injury. DANGER SIGNS: Be alert for symptoms



that worsen over time. Your child should be seen in an emergency department right away if s/he has one or more of the following:

- One pupil larger than the other
- Drowsiness or cannot be awakened
- A headache that gets worse, does not go away
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Difficulty recognizing people or places
- Increasing confusion, restlessness, or agitation
- Unusual behavior
- Loss of consciousness (even a brief loss of consciousness is serious)

Parent / Participant Education Video Please take a moment to watch the CDC Educational Video as a part of the Education protocol. Concussion Training Video <https://www.cdc.gov/headsup/resources/videos.html> (cut and paste to view)

Photo/Social Media and Spot TV Agreement

Photo/Social Media Release Agreement I grant consent for my/minor's picture to be taken or to be filmed while participating in activities at "DDGNA, LLC" and its Affiliates, D/B/A Dominique Dawes Gymnastics & Ninja Academy ("DDGNA"). I authorize DDGNA to use and publish images, photographs, pictures, portraits, and audio, video and/or film footage of me/minor in all forms of media and in all manner for publication including, but not limited to, advertising and marketing campaigns, press releases, periodicals, media and website use. I hereby waive any right I may have to review, inspect, edit or approve such publication and I release DDGNA from any claims I may have against it for use of such images, photographs, pictures, portraits, and audio, video and/or film footage of me/minor. Photographs/videos taken by parents are not to be posted on social media or for any personal or professional use if you have anyone other than just your child in the image. DDGNA is contracted with Spot Tv for CCTV that parents will have access to login to a secure network to view the class(es) of their child(ren). Parent/Guardian agrees to all terms associated with the use of Spot Tv. I affirm that I am of legal age and am freely signing this agreement.

Spot TV Parent Video Release Agreement I understand that I have enrolled my child or children at "DDGNA, LLC" and its Affiliates, D/B/A Dominique Dawes Gymnastics & Ninja Academy ("DDGNA"). DDGNA 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.



I HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS AS OUTLINED ABOVE AND UNDERSTAND THAT I AM FREE TO OBTAIN ADVICE FROM LEGAL COUNSEL OF MY CHOICE, AT MY EXPENSE, TO INTERPRET THESE PROVISIONS. I ACKNOWLEDGE THAT I HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS RELEASE AND THAT I HAVE EITHER EXERCISED OR WAIVED MY RIGHT TO OBTAIN ADVICE FROM LEGAL COUNSEL.



Camps

Single Day Camp

Single Day Camp Cancellation Policy

- Cancellation requests made 14 days or more prior to the day of a Single Day Camp will be provided a refund.
- For unforeseen emergencies, please contact gym management or our Gold Medal Member Experience Team for assistance.

Summer Camp

Summer Camp Cancellation Policy

- Cancellation requests through the end of day on May 15 will be provided a refund in full.
- Cancellations made after May 15, but a minimum of 30 days prior to the camp start date will be provided a credit that is valid for 6 months and can be used for any program including class tuition, open gym and camps.
- Cancellations made less than 30 days before the camp start date are not eligible for refund or credit, though pending availability participants can transfer enrollment to a different camp week. An additional \$50 transfer fee will apply. See 'Transfer Policy' for all terms that apply.

Summer Camp Transfer Policy

- Transfer requests made a minimum of 14 days prior to the start date of camp will be granted with no additional fee.
- Transfers requested less than 14 days prior to the start date of camp will incur a \$50 transfer fee.
- All transfers are contingent upon availability at the time of request. Opportunities may be limited.
- All transfers must take place during the same calendar year's summer offerings.
- The above applies to both same-gym transfers and gym to gym transfers.

Waitlist Policy

In the event a space opens up more than two weeks (14 days) prior to the camp's start date, we will open up the opportunity to families in the order they joined the waitlist. They will have 24 hours to reply to take the spot. If they do not respond or decline in that timeframe, we will move to the next person on the list. In an effort to ensure all open spaces are filled, any spaces that are open less than two weeks (14 days) prior to the start of camp will be opened up to everyone on the waitlist and it will be given first come first serve. The camp waitlist process will be manually monitored.



Sick & Injury Policy

For sudden illness or injury, you must contact us via email prior to 8:00am of the camp day. If your camper has to miss 2 or more days of summer camp for illness, at the family's request we will provide a 50% credit for the days missed. A doctor's note may be required. Credits are valid for 6 months from the date issued and can be used for any program including classes, open gym, and camps. Single day absences are not credited.

Late Pick Up Fee

To ensure each child's safety, it is vital that families pick up their children on time. We recommend parents arrive a minimum of 5-minute early for pickup. Late pick ups will result in the family being automatically charged a \$30 fee.

Other

Please note that in the event that any of our camps or programs do not meet a minimum number of participants, we may choose to cancel the camp/program altogether. In these situations, we will provide families with as much notice as possible and a full refund.

Please refer to our [Summer Camp FAQs](#) to ensure you familiarize yourself with all related policies and procedures pertaining to camp.

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Parties and Events

Dominique Dawes Gymnastics & Ninja Academy is pleased to offer other services like parties and events. For participation in any party or event, all parents/guardians (or participants over 18) must sign the standard waivers and agreements, as well as the Parties and Private Events Terms and Conditions. Failure to do so will result in the inability to participate.

As outlined in our Participant Guidelines and Code of Conduct, please understand that by participating in any of our programs you agree to the following:

1. We have the right to restrict any activity or use of equipment that is deemed unsafe or as necessary.
2. Coaching can only be provided by our staff. No outside coaching or training will be permitted.
3. Parents/guardians of children up to and including 5 years old are required on the floor during open gym. All other parents/guardians must watch from the observation areas.
4. We have the right to remove any participant from the program/activity at any time.

Open Gym

Open Gym Cancellation Policy

Open Gym reservations are eligible for a full credit if canceled prior to the start time of the open gym session. Credits are valid for 6 months from the date of issue. Any cancellations made after the start time are not eligible for refunds or credits, and any payments will be forfeited.

Open Sessions booked using a make-up token are not eligible for cancellation (make-up tokens will not be returned, nor credits issued).

Parties

- All participating attendees must have their waivers and forms signed by their parent/guardian prior to participation.
- All children 5 and under must be accompanied by an adult at all times.
- Those not participating in the activities/gym session, may watch from the observation areas.
- Please note, with the exception of a private rental, all parties are offered in a shared space with other participants and parties.

Party Payment

A non-refundable deposit is required to secure your party booking and will be applied towards the total balance. The final balance will be posted on your account 7 days before your party. You will be informed of the deposit amount at the time of booking.



- If you choose a package that includes a party room (Rockville and Clarksburg only) we are not able to guarantee which room you will be assigned, though we are happy to take requests.
- Access to the party room will be granted 15 minutes prior to the party for set-up purposes.
- You are welcome to bring your own decorations and at your request, we are happy to provide napkins, plates, utensils, and tablecloths. Please note that due to cleaning challenges, the use of items like (but not limited to) silly string, glitter and confetti are not permitted.
- Painter's tape must be used if you choose to hang up any decorations on the walls.
- Outside food and drinks are permitted, though alcoholic beverages are strictly prohibited.
- We reserve the right to charge additional fees for any excessive cleaning needs or damages to our facility as a result of your party.
- Additional charges will be applied for additional guests or if your party stays over the allotted time. These fees are listed on our website though are subject to change.

Party Cancellation Policy

All deposits on parties and event bookings are non-refundable. Any cancellations made less than 7 days prior to the event (after the full balance has been paid) will result in the full fee being forfeited. Credits or refunds for any paid fees will not be provided if you do not attend your event.

If you choose to reschedule your event, requests made prior to 14 days will have their deposit applied to the future party date. Requests made less than 14 days will result in their deposit being forfeited and will need to submit another deposit for the new date.

In the event Dominique Dawes Gymnastics & Ninja Academy has an unforeseen closure, we will do our best to contact the party host as quickly as possible to notify them of the closure. We will assist in rescheduling the event for the gym's next open booking date. If we're unable to reschedule the event within 45 days, we will provide a full refund less the deposit.

Parents/Kids Night Out

Cancellation Policy: Cancellation requests made 7 days or more prior to the day of Parents Night Out will be provided a refund in full. Canceling within 7 days of the event will result in all fees being forfeited.

For unforeseen emergencies, please contact Gym Management or our Gold Medal Member Experience Team for assistance.

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