

PowerKids Center iClass Pro Policies

CONTINUOUS ENROLLMENT & FAMILY MEMBERSHIP DURING THE SCHOOL YEAR TERM

Remember, by enrolling for the school year term, you're signing up for continuing 4-week sessions that automatically bill and charge you. If you've joined mid-session on a proration, the billing cycle will *still run automatically* unless you've made special arrangements in our office to avoid this. Be mindful that our billing auto-posts one month early to allow you to see the upcoming session charges, and then charges automatically on the 15th for this next session. Therefore, If you join mid-month/session, you may need to pay for the following month as well. Additionally when you start with PowerKids, there's an annual family membership fee of \$60, typically added within the first month of joining. To avoid any surprises, adjust your start date to the beginning of a new session (found under calendar on our website), or make custom payment arrangements within our office. Auto billing becomes a breeze after your first month.

TUITION AND REOCCURRING BILLING

For maximum efficiency and convenience, a card on file is required for class participation. We ask our families to have an active credit or debit card on file, and will be auto-drafted for the next 4 week monthly session on the 15th of each month.

For those wishing to not be on reoccurring billing and autopay, you can self-manage and pay your account online through your customer portal, over the phone at 760-346-4446 or in the office (when available) **on or before the 15th** of the month prior to your class enrollment.

CHARTER FUND POLICY

Enrichment Certificates must be submitted before the 19th of the month for the following session's tuition. Be sure the tuition amount on the certificate matches your enrollments at PowerKids Center. Enrichment certificates should be dated with either the exact session dates or the month that the majority of classes take place. ALL certificates must be submitted through email at office@powerkidscenter.com

No discounts or prorations can be applied for Charter Fund Enrichment Certificates.

DROP POLICY

Class enrollment is continuous for the school year term. We do understand how busy families may need flexibility to come in and out of sessions here and there. To keep our office running

smoothly, anyone dropping from class mid term will notify PowerKids Center via email at office@powerkidscenter.com by the 1ST of the current month to stop the auto-draft on the 15th for the subsequent monthly session. This 15 day notice gives PowerKids office staff appropriate time to terminate the auto-draft, adjust staffing and give the spot to a new student. It is mandatory that all notifications of drops are done via email so there is a written and dated record of your request (office@powerkidscenter.com). Additionally, you may request to drop class via the portal as a secondary (but not replacement) way to alert the office to your intention to give up your class spot. While we keep a flexible policy for coming in and out of classes, we also cannot guarantee you availability upon your return since our classes can and do fill up.

COMPETITIVE TEAM POLICY

Please refer to Aftershock team packet for policies regarding tuition and drop notice requirements.

ACH AGREEMENT

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 prior notice is required to terminate billing and **I am responsible for payment whether or not my student attends classes until I notify this facility to drop my student from class(es).**

CHARGE BACKS

I understand that if I initiate a chargeback with my credit card company, PowerKids Center may pass a \$25 chargeback fee on to me.

VIDEO/PHOTOGRAPH RELEASE FORM

I hereby grant PowerKids Sportsplex, Inc. the irrevocable right and permission to use photographs and/or video recordings of child(ren) on powerkidscenter.com and other websites, social media accounts and in publications, promotional flyers, educational materials, training videos, derivative works, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits,

pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of PowerKids Sportsplex, Inc.

I hereby release, acquit and forever discharge PowerKids Center, Inc., and its current and former directors, officers and employees of the above-named entities from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness or defamation.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has agreed to this release form below. This release is binding on me and my heirs, assigns and personal representatives.

I have read and I understand this document. I understand and agree that it is binding on me, my child/ren, our heirs, assigns and personal representatives. I acknowledge that I am eighteen (18) years old or more and that I am the parent or guardian of the child/ren named on this account.

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: POWERKIDS SPORTSPLEX, INC. (dba PowerKids Center and Aftershock Gymnastics Sportsplex) IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, GYMNASTICS CAMPS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, DANCE, CHEERLEADING, TUMBLING, TRAMPOLINE, FITNESS OR PRESCHOOL CLASSES OR TEAMS AT POWERKIDS SPORTSPLEX, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF POWERKIDS SPORTSPLEX, INC. ITS OWNERS, OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue PowerKids Sportsplex, Inc, the PowerKids Sportsplex, Inc. Board of Directors and officers, the Coachella Valley Parent Association, Coachella Valley Gymnastics Association, and any of their employees, contractors, teachers, coaches, or agents, from any and all present and future

claims resulting from ordinary negligence on the part of PowerKids Sportsplex, Inc., or others listed for property damage or personal injury, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, dance, fitness, tumbling, trampoline, or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, or heirs.

Further, I am aware that gymnastics, cheerleading, dance, tumbling, trampoline, and fitness are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that gymnastics, cheerleading, dance, tumbling, trampoline, fitness, and related activities always involve certain risks, including but not limited to, neck and back injuries, injury to virtually all bones, joints, muscles, and internal organs, and the mats, pits, and other safety equipment and apparatus provided for my protection including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent injury. I understand that participation in gymnastics, cheerleading, dance, tumbling, trampoline and or fitness, including moving from event to event, conditioning, stretching and other activities which may leave me and or my child or children vulnerable to the reckless actions of the other gym participants who may not have complete control over their actions or who may not see other students in the gym. I am and or I am having my child or children listed above voluntarily participate in gymnastics, cheerleading, dance, tumbling, trampoline, and or fitness with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage or personal injury.

I further agree to indemnify and hold harmless PowerKids Sportsplex, Inc, and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in PowerKids Sportsplex, Inc, activities or any activities incidental thereto, whenever, wherever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of California.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of PowerKids Sportsplex, Inc, or any person listed above.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

As the PARENT or LEGAL GUARDIAN, I understand that participating in PowerKids Center Sportsplex, Inc. programs could increase the risk of contracting communicable diseases such as but not limited to MRSA, Influenza, Measles, Chicken Pox, and COVID-19. I understand and agree that PowerKids Sportsplex, Inc. makes no representations whatsoever that communicable disease exposure or infection will not occur through the participation in PowerKids Sportsplex, Inc. programs or accessing their facility. I hereby consent for myself and/or the person participating in any programs at PowerKids Sportsplex, Inc. and hereby agree that I, for myself, child(ren) adopted or otherwise, fully and unconditionally waive and release any and all rights and claims against PowerKids Sportsplex, Inc., or agents, owners, operators, and representatives for any injury or damages connected with contracting or being exposed to communicable diseases such as but not limited to MRSA, Influenza, Measles, Chicken Pox, and COVID-19 as a result of myself or the person participating in PowerKids Sportsplex, Inc. program or our accessing PowerKids Center facility.

HEALTH SCREENING/TEMPERATURE CHECK

I understand to reduce the risk of spreading the COVID-19 virus, PowerKids Sportsplex, Inc. may implement screening procedures for all individuals coming into PowerKids Sportsplex, Inc., facility. Any individual, whether an employee or visitor, whose temperature is measured greater than 100.4°F, who reports having or is observed to have any such symptoms, or who has recently been in contact with symptomatic individuals will not be permitted to enter PowerKids Center facility.

I hereby consent for myself and/or the person participating in any programs at PowerKids Sportsplex, Inc. and hereby agree that I, for myself, child(ren) adopted or otherwise, fully and unconditionally waive and release any and all rights and claims against PowerKids Sportsplex, Inc., or agents, owners, operators, and representatives for any injury or damages connected with contracting or being exposed to communicable diseases such as but not limited to MRSA,

Influenza, Measles, Chicken Pox, and COVID-19 as a result of myself or the person participating in PowerKids Sportsplex, Inc., program or our accessing PowerKids Center facility.

MEDICAL EMERGENCY

In the event of a medical emergency, I hereby authorize PowerKids Sportsplex, Inc., its owners and operators to seek medical treatment for the participant in the event if they are not able to reach a parent or guardian. I hereby declare any physical/mental problems, restrictions, or condition and/or declare the participant to be in good physical and mental health. I request that, if possible, our doctor/physician be called and that my child is transported to the nearest hospital. Additionally, I hereby agree to individually provide for all medical expenses which may be incurred by myself or my child(ren) as a result of any injury sustained while participating at PowerKids Sportsplex, Inc., facilities.

SIGNATURE TEXT

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.