

## Dutchess County Gymnastics Center

Parent/Guardian:		Phone:
Parent/Guardian:		Phone:
Emergency Contact:		Phone:
Street Address:		Email:
City:	State:	Zip:

Student Name:	Date of Birth:	Male / Female
Student Name:	Date of Birth:	Male / Female
Student Name:	Date of Birth:	Male / Female

### **IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS**

New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes.

This club has posted the financial security required by law.

You may ask a representative of the club for proof of the club's compliance with this law. You may also obtain this information from the New York State Department of State, Division of Licensing Services, A.E. Smith State Office Building, 80 South Swan Street, P.O. Box 22001, Albany, NY 12231

**CONSUMERS RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE SIGNED BELOW.**

**Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards, and any other documents or evidence of membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within 15 business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within 15 days.**

**ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel this contract for any of the following reasons: 1) If upon doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months. 2) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. 3) If you move your residence more than 25 miles from any health club operated by the seller. 4) If the services cease to be offered as stated in the contract. 5) All money paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within 15 days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within 15 days.**

### **Auto-Pay**

Auto-pay is a convenient service that provides a contactless payment option where payment is processed on or about the first (1st) of every month during enrollment in a program at Dutchess County Gymnastics Center (DCGC). All card and payment information is securely stored and encrypted by Authorize.net (known as a gateway processor) and is never stored on any device or website managed by DCGC. Use of auto-pay is not required to participate in programs at DCGC but is recommended.

I acknowledge that any additional charges incurred as the result of the issuing bank declining a transaction, issuing a chargeback, or similar interruption of credit services, including late fees applied by Dutchess County Gymnastics Center, Inc. after the 7th of each month, is my sole responsibility. I understand that I may terminate this agreement at any time by providing written notice to Dutchess County Gymnastics Center, Inc. at least two weeks prior to the first of the month. Disputes to amounts invoiced should be immediately reported to [info@dutchessgymnastics.com](mailto:info@dutchessgymnastics.com). I am duly authorized to execute a credit transaction as defined above, and further authorize Dutchess County Gymnastics Center, Inc. to charge the supplied credit card for the amount of monthly account balance on or about the first (1st) of each month.

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Consent to Participate**  
Assumption of Risk, Waiver of Liability, Medical Authorization

**Eligibility:** I agree to comply with all the rules and regulations of DCGC which have been provided and reviewed by me. I understand that activities may be photographed by DCGC employees and used for the purposes of marketing or promotion for DCGC. Names will not be used without written permission from parents or legal guardians.

**Readiness to Participate:** I/my child(ren) will only participate in those classes, events, competitions and activities for which I believe I/he/she is physically and psychologically prepared. Prior to participation, I/he/she will have practiced my/his/her exercises and will perform only those exercises that I/he/she have accomplished to a degree of confidence necessary to assure that I/he/she can perform them myself/himself/herself, and without injury.

I understand that it is my responsibility to be aware and make my child(ren) aware of the possibility of injury and encourage my child(ren) to follow all the safety rules and the coaches' instructions.

**Waiver and Release:** I understand that participation in gymnastics and cheerleading activities, including tumbling, stunting, use of any equipment and/or apparatus carries an inherent risk of physical injury. I also understand that the risk cannot be eliminated even when the student and instructor are careful, no matter how many spotters are used and no matter what height is used or what landing surface exists. The risk of injury includes minor injuries such as bruises, cuts and scrapes and more serious injuries such as broken bones, dislocation of joints, muscle pulls and ligament/tendon damage. The risk also includes catastrophic injuries such as temporary or permanent paralysis or even death from landings or falls on back, neck or head.

**In exchange for my/my child(ren)'s participation in classes, training, events and activities, I release, discharge and agree to indemnify and hold harmless Dutchess County Gymnastics Center, Inc., its employees, officers or agents (the Released Parties) from any liability, loss or damage, including but not limited to that arising from negligence of any of the Released Parties, which may result to me or any minor child of mine, except where such loss or damage is the result of intentional or reckless conduct of one of the Released Parties identified above.**

**Medical Attention:** I fully understand that DCGC staff members are not physicians or medical practitioners of any kind. I hereby authorize DCGC staff to render temporary first aid to myself or my child(ren) in the event of an injury or illness.

I hereby give my consent to DCGC and/or the host organization to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services at my expense or insurance coverage only as warranted in the course of my/my child's participation.

I also affirm that I am required to have and will continue to provide proper hospitalization, health and accident insurance coverage which I consider adequate for both my child's protection and my own protection. I understand that the costs of all medical attention are my responsibility and not that of DCGC.

**Viruses and Illnesses:** DCGC has put in place preventative measures to reduce the spread of viruses; however, DCGC **cannot guarantee** that you or your child(ren) will not become infected with a virus. Further, **attending DCGC could increase** your risk and your child(ren)'s risk of contracting an illness from a virus or bacteria, including but not limited to: influenza, noroviruses, rhinoviruses, HIV, coronaviruses, Staphylococcus aureus, *et al.*

By signing this agreement, I acknowledge the contagious nature of all viruses and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by a virus by attending DCGC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by a virus at DCGC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DCGC employees, volunteers, and program participants and their families. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of DCGC, its employees, agents, and representatives, whether a viral infection occurs before, during, or after participation in any DCGC program.

I hereby attest that I am the legal parent or guardian of this child or children, and I verify by my signature below that I fully understand and accept each of the above conditions for permitting me and/or my children to participate in classes, training, events, camps, competitions and activities conducted by Dutchess County Gymnastics Center, Inc. **My participation and/or my child's or children's participation in this activity is purely voluntary and I elect to participate knowing the risks as described.**

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Camper's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

In case of emergency call: \_\_\_\_\_ Relationship: \_\_\_\_\_

### General Health History

Circle "Yes" or "No" for each question. Explain any "Yes" answers below.

Ever Been Hospitalized?	No / Yes	Ever had surgery?	No / Yes
Have a chronic illness?	No / Yes	Recent infectious disease?	No / Yes
Had a recent injury?	No / Yes	Asthma/Shortness of breath?	No / Yes
Have diabetes?	No / Yes	Have or had seizures?	No / Yes
Have or had headaches?	No / Yes	Wear corrective eyewear?	No / Yes
Had fainting or dizziness?	No / Yes	Passed out/chest pain during exercise?	No / Yes
Ever had back/joint problems?	No / Yes	Have any skin problems?	No / Yes
Have problems with diarrhea/constipation?	No / Yes		
Had mononucleosis (Mono) during the last 12 months?	No / Yes		

Please explain any "Yes" answers above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Allergies

Does this camper have any known allergies?	No / Yes
If "Yes", this camper is allergic to:	
<input type="checkbox"/> Food - _____	
<input type="checkbox"/> Medicine - _____	
<input type="checkbox"/> The environment (insect stings, hay fever, ect.) - _____	
<input type="checkbox"/> Other - _____	
Please describe specifics about the allergy and what reactions are seen.	
_____ _____ _____ _____	

### Diet / Nutrition

Dutchess County Gymnastics Center requires that all campers bring their own food for snacks and lunches. In any instance where a child does not have food for lunch, DCGC will provide a lunch from "The Bagel Shoppe" located in the same plaza. The cost will be \$15 for each meal provided.

Please describe any dietary restrictions that this camper may have.  
\_\_\_\_\_  
\_\_\_\_\_

Dutchess County Gymnastics Center discourages the "trading" of any food between the campers due to food allergies. We also ask that parents pack foods that are **nut-free** as there are usually children that have allergies to nuts in every camp.

**Mental, Emotional, and Social Health**

Select "Yes" or "No" for each question. Explain any "Yes" answers.

<p>1. Ever been treated for attention deficit disorder (ADD) or attention deficit/hyperactivity disorder (AD/HD)?</p> <p align="center">No / Yes</p>	<p>If "Yes": _____</p> <p>_____</p> <p>_____</p>
<p>2. Ever been treated for emotional or behavioral difficulties or an eating disorder?</p> <p align="center">No / Yes</p>	<p>If "Yes": _____</p> <p>_____</p> <p>_____</p>
<p>3. During the past 12 months, seen a professional to address mental/emotional health concerns?</p> <p align="center">No / Yes</p>	<p>If "Yes": _____</p> <p>_____</p> <p>_____</p>
<p>4. Had a significant life event that continues to affect the camper's life? (History of abuse, death of a loved one, family change, adoption, foster care, new sibling, survived a disaster, others)</p> <p align="center">No / Yes</p>	<p>If "Yes": _____</p> <p>_____</p> <p>_____</p>

**Medications**

Dutchess County Gymnastics Center staff and employees will not administer any prescribed medications without specific written consent from a Parent/Legal Guardian. If a camper must take a prescription medicine during camp hours, the medication must be in the original bottle with the camper's name, along with detailed instructions on how and when to administer the medicine, and whether the camper will need additional assistance when taking the medication. **If possible, please administer all medications before or after the scheduled camp.**

**Asthma / Inhaler**

Does this camper require an inhaler for Asthma?	No / Yes
Will the camper carry a rescue inhaler?	No / Yes
Does this camper need assistance with the inhaler?	No / Yes

**Other**

Please let us know any other information that you feel would be useful for the staff to know about your child while at camp.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Parent/Guardian Acknowledgment and Authorization**

This health history is correct and accurately reflects the health status of this camper to whom it pertains. The person described has permission to participate in all camp activities except those noted by me and/or an examining physician. I give permission to the physician selected by the camp to order x-rays, routine tests, and treatment related to the health of my child for both routine health care and in emergency situations. If I cannot be reached in an emergency, I give my permission to the physician to hospitalize, secure proper treatment for, and order injection, anesthesia, or surgery for this child. I understand the information on this form will be shared on a "need to know" basis with camp staff. I give my permission to photocopy this form and provide any information to a treating physician. My child's immunization requirements for public school are up to date and is considered healthy enough to participate in regular physical education activities.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_