

Wimbledon Gymnastics Birthday Party Contract

The undersigned has booked a Birthday Party with **SZ Family Company d/b/a Wimbledon Gymnastics** ("Wimbledon Gymnastics") with a deposit of \$150. The deposit is 100% refundable with 30 days or more notice of cancellation. Less than 30 days' notice of cancellation will result in a 50% refund. The remaining balance is due the day of the party. An estimated number of children attending is required to book your party. The final number of children attending shall be communicated to the front office no later than 10 days before the scheduled date.

Wimbledon Gymnastics will host a party in the gymnastics area for 1 hour and immediately after you will have 45 minutes in the front lobby for celebrations. All participants must be between the ages of 5-14 years old. Participants will not be permitted back in the gymnastics area after the 1-hour gymnastics portion of the party. A maximum of 2 parents of the birthday child will be permitted to be out on the floor to observe/take pictures or video during the gymnastics portion of the party but are not permitted to get on any equipment/participate with the activities. Other adults and non-participants are not permitted in the gymnastics area. All children must be supervised when in the front lobby.

You are responsible for birthday food and drinks, plastic and tableware, and other decorations.

The birthday party host must register in our parent portal on iClassPro:

<https://app.iclasspro.com/portal/wimbletongymnastics>

This completed form must be given to the office and the \$150 deposit paid to secure your party date.

Party Date: _____

Party Time: 12:30pm

Parent's Name: _____

Celebrant's Name: _____

Average Age of Participants: _____

Number of Children: _____

Party Cost: \$300.00 for up to 20 kids; \$10.00/child for each child after 20. Maximum 30 kids.

Deposit: \$150.00

Purchaser's Signature

*By signing I agree with the terms of this contract
and have read the waiver on Page 2 and agree.*

901-388-4720

www.WimbledonGymnastics.com

Wimbledon Gymnastics Signature

5786 Ferguson Rd Bartlett, TN 38134

Pre 5Z Family Company, LLC, d/b/a Wimbledon Gymnastics

WAIVER AND RELEASE FROM LIABILITY

By my signature below, I HEREBY WAIVE AND RELEASE, forever discharge, indemnify, and agree to defend and hold harmless **Pre 5Z Family Company, LLC, d/b/a Wimbledon Gymnastics** ("Wimbledon Gymnastics") and its agents, employees, officers, directors, affiliates, successors and assigns ("Wimbledon released parties"), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my use of equipment or facilities, participation in any event or activity conducted by, on the premises of, in association with, or for the benefit of, Wimbledon Gymnastics provided that this waiver of liability does not apply to any acts of gross negligence or willful misconduct.

I understand that the activities and functions in which I participate may be dangerous and/or may cause serious or grievous injuries, including bodily injury, permanent disability, paralysis and/or death. I also understand that there may be other risks either not known to me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activities and functions at Wimbledon. On behalf of myself, my heirs, assigns and next of kin, I assume any risk, and take full responsibility and waive all claims for damages, injuries and death sustained to me or my property, that I may have against Wimbledon Gymnastics and the Wimbledon released parties as to any such activities and functions.

Should Wimbledon Gymnastics or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

In the event that I, my heirs, assigns and next of kin file a lawsuit against Wimbledon Gymnastics, I agree to do so solely in the state of Tennessee and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules of that state.

If the participant is a minor, I further agree to defend, indemnify and hold harmless Wimbledon Gymnastics from any and all claims or suits for personal injury, property damage or otherwise, which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of Wimbledon Gymnastics, except injuries or damages caused by the gross negligence or willful misconduct of Wimbledon Gymnastics.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the 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.

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