

## Aeon Fitness and Gymnastics · Birthday Party Form

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## **Gymnastics Birthday Party:**

- 90 minutes: the first 60 minutes of the party is gymnastics fun and games inside the gym area.
- The last 30 minutes of the party will be located in our party room where all parents are welcome.

*Birthday Party Pricing*: \$225 for 90 minute party for up to 12 children. Each additional child after 12 children is \$20 per child. Maximum 22 children. Birthday child is free ©

## All Party Rules:

- Have fun!
- All food, refreshments, paper goods, cutting supplies, candles, lighters, decorations, goodie-bags, table cloths, etc. are supplied by the birthday family.
- Birthday family, please arrive 15 minutes before the start of the party to set-up party area.
- Only the parents of the birthday child are permitted inside of the gym area at any time for children ages 3 to 15 years.
- No child under 18 months is permitted inside of the gym. Only children between 18 months and 3 years require a parent inside the gym to assist the child during the party.
- Due to our insurance policy, absolutely no adults allowed on gym equipment.
- No shoes are permitted inside of the gym area.
- Absolutely no food or drink is permitted inside of the gym area.
- Party instructors will coach the first hour in the gym. The last half hour they are available to assist you in the party room.
- All parties must be cleaned up/exited within the designated party time.

In consideration of the use of Aeon Fitness and Gymnastics, LLC., the parent/guardian agrees as follows:

- 1. I have read, understand, and will abide by the policies/procedures/guidelines and follow all rules of Aeon Fitness and Gymnastics.
- 2. I understand that there are no refunds at any time, only credits are issued.
- 3. Participants are currently medically and physically able to partake in all activities at Aeon Fitness and Gymnastics. I understand the nature of the activity and I and/or my child (named on this Form) is qualified, in good health, and in proper physical condition to participate in such activity.
- 4. In case of emergency, I authorize employees of Aeon Fitness and Gymnastics to contact and/or secure medical attention for the participant.
- 5. I hereby release, discharge, and covenant not to sue Aeon Fitness and Gymnastics, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the "releasees", I will indemnify, save, and hold harmless each of the "releasees" from any loss, liability, damage, or cost, which any may incur as the result of such claim.
- 6. I fully understand and acknowledge that: there are risks and dangers associated with participation in gymnastics activities and events, including but not limited to bodily injury, partial and/or total disability, paralysis and death; and accepts and assumes such risks and responsibilities for the losses and/or damages.
- 7. If either party should undertake legal action to enforce any of the terms of this Agreement, the prevailing party therein shall be entitled to reasonable attorney fees and costs of suit incurred in connection therewith, in addition to any other relief awarded.
- 8. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to principles of conflicts of law. The exclusive jurisdiction and venue of any action arising under this Agreement shall be New Jersey Superior Court, Bergen County.
- 9. A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Agreement, which shall remain in full force and effect.

## \*GRATUITY NOT INCLUDED IN PRICING

I have read the above waiver and release. I understand that I have given up substantial rights by signing it and sign it voluntarily.

Printed Name of Parent/Guardian:\_\_\_\_\_

Signature of Parent/Guardian:\_\_\_\_\_

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