

2023 Policies

London Beje Gymnastics

Policy	Last updated
London Beje Gymnastics - General Waiver	February 10, 2023
2022 - 2023 Informed Consent & Assumption of Risk	June 8, 2022
General Gym Policies	February 10, 2023
Payment Policy (revised)	February 10, 2023

Policy

London Beje Gymnastics - General Waiver

In submission of the registration form and the permission to participate in a class at London Beje Gymnastics, I hereby waive and forever discharge London Beje Gymnastics from all claims, damages, costs, and expenses in respect to injury or damage to my person or property, however caused which may result from my child's participation in the class. I hereby give permission for emergency medical treatment to be administered to my child, as may be determined reasonable by a medical attendant. It is understood that whenever reasonably possible, relatives will be contacted and informed of the problem, diagnosis, treatment and anticipated medical results.

Updated:

Feb 10, 2023

Policy

2022- 2023 Informed Consent & Assumption of Risk

As per Gymnastics Ontario regulations, all program participants must have the following declaration completed and signed once per season:

**GYMNASTICS ONTARIO and London Beje Gymnastics
PARTICIPANT INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT 2022 -
2023**

WARNING! Please read carefully. By signing this document, you will assume certain risks and responsibilities.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Gymnastics Ontario and London Beje Gymnastics (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.
2. Gymnastics Ontario, London Beje Gymnastics, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization").

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:
 - a. The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury.
 - b. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
 - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
 - d. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:

- a. Privacy breaches, hacking, technology malfunction or damage.
- b. Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
- c. Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
- d. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
- e. Failure to follow instructions or rules.
- f. Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
- g. Abrasions, sprains, strains, fractures, or dislocations.
- h. Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- i. Physical contact with other participants, spotters, spectators, equipment, and hazards.
- j. Collisions with walls, any gymnastics apparatus, floors, or mats.
- k. Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
- l. Failure to act safely or within the Participant's ability or designated areas.
- m. Negligence of other persons, including other spectators, participants, or employees.
- n. Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
- o. Contracting COVID-19 or any other contagious disease.

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a. That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.

- b. That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition.
- c. That the Participant may experience anxiety while challenging themselves during the Activities.
- d. To comply with the rules and regulations for participation in the Activities.
- e. To comply with the rules of the facility or equipment.
- f. The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
- g. That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19.

6. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- a. That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities.
- b. That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
- c. That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario.

Acknowledgement

8. The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

We have read and agree to be bound by paragraphs 1 to 8.

<https://www.gymnasticsontario.ca/wp-content/uploads/2022/05/Participant-Informed-Consent-Assumption-of-Risk-202006-Final-2022-2023.pdf>

Policy

General Gym Policy - Please read gym policy prior to signing registration Form

- Registrations are accepted on a first come first serve basis and will not be accepted without payment.
- Cancellations prior/after the first day of classes have started are subjected to a \$45.00 fee. Additional \$35 will be applied if cancelation is taking place after the class has been closed as "Full." *Read below for our refund policy.*
- A \$20 fee will be charged for changing classes after session beginning.
- In any case of illness, you or your child, please stay at home as much as possible to limit spreading of the illness with club members and coaches who are not sick. Call 519-777-3080 to inform us about your status.

Payment Policies

GENERAL PAYMENT POLICIES

- Valid credit card information is required when registering for a class/classes. You will need to call or visit us at the gym for a payment to be made for the class/classes. Except for our camps, payment may be done online.
- Payments will be processed by the owner, Lore Bejenaru. Participants cannot start their program (class, camp, or event) before payment is received in full.
- Visa, MasterCard, Visa Debit, and MasterCard Debit are accepted. No other cards are accepted. If you wish to pay by cash, please contact Lore Bejenaru to make payment arrangements to secure the spots.
- Declined transaction fees: Declined credit card fee \$10 (declined for any reason). Returned cheques / NSF fee \$35.

CANCELLATIONS AND WITHDRAWAL FROM CLASSES

- Classes are NON-REFUNDABLE and are subject to cancellation fees as mentioned under our "General Gym Policy - page 6." Please note that the Gymnastics Ontario membership, club insurance and administrative costs of \$60 is non-refundable.
- Withdrawal before the start of the program: After payment is processed, cancellation of a new class/camp registration **requires 14-day advance notice prior to the start of the program**

for a refund. Refund will be provided, subject to a \$45 cancellation fee per student per camp/session.

MISSED CLASSES

- No refunds, credits, or makeup classes for missed classes/camp when your child does not attend a class / is absent.
- No refunds, credits, or makeup for programs (classes/camp days) when programs are cancelled due to exceptional circumstances, including but not limited to severe weather, flooding, outbreaks, and any other unforeseen circumstances/emergencies that do not allow for safe operation of the facility.

PRORATION AND DISCOUNTS

- Program fees are prorated if joining after class has started.
- Discounts: 5% off program fee for 2nd child; and 10% off program fee if you have 3 children enrolled. Applied to the lowest class fee.

ANNUAL REGISTRATION FEE

This fee is applied to each student upon registration for program/camp and is valid from July 1 through June 30 the following year. The fee covers Gymnastics Ontario membership, club insurance and administrative costs. This fee of \$60 is non-refundable and cannot be prorated (no credit)

***London Beje Gymnastics may revise this Acceptable Policy from time to time and make changes without notice by posting a new version.**