





## Terms & Conditions for MAX Cheer Private & Semi-Private Tumbling Lessons (please read carefully)

1. A completed registration form must be submitted in person or by email or fax to MAX Arts. Athletics. Wellness. (hereafter referred to as MAX). Because spaces are limited, submission of a registration form does not mean that an athlete will be granted a space in the requested program. Existing MAX customers and/or returning athletes may be given priority for registration, followed by a "first-come, first-served" policy for all other registrants.
2. No refunds will be issued for expired lessons. Lessons purchased in a block of five (5) will expire three (3) months after the purchase date, lessons purchased in a block of ten (10) will expire six (6) months after the purchase date, lessons purchased in a block of fifteen (15) will expire nine (9) months after the purchase date, and lessons purchased in a block of twenty (20) will expire twelve (12) months after the purchase date.
3. Once registered, an athlete can only withdraw from lessons due to an injury or a medical condition. To discontinue due to an injury or a medical condition, an athlete (or a parent/guardian if the athlete is under the age of 18) must complete and submit a discontinuation form and a physician's note in person or by fax or email. Discontinuation forms are available on our website or at our facilities. Verbal notification and/or non-attendance will NOT constitute discontinuation. When the discontinuation form has been processed, a refund will be issued for any prepaid remaining lessons less a \$50.00 + HST = \$56.50 cancellation fee.
4. Monthly account statements and invoices are not provided. Payment receipts and receipts for income tax purposes are available upon request.
5. A \$25.00 + HST = \$28.25 service fee will be charged on all declined pre-authorized bank debits and all cheques returned as Non-Sufficient Funds (NSF).
6. Individual lessons cancelled by a parent/guardian and/or athlete can be rescheduled without penalty provided MAX is advised of the cancellation at least twenty-four (24) hours prior to the scheduled start of the lesson. However, the ability to reschedule individual lessons upon providing the required notice is limited to one (1) rescheduled lessons per block of five (5) purchased lessons, two (2) rescheduled lessons per block of ten (10) purchased lessons, three (3) rescheduled lessons per block of fifteen (15) purchased lessons, and four (4) rescheduled lessons per block of twenty (20) purchased lessons. Once a lesson that is cancelled by a parent/guardian and/or athlete is rescheduled, it cannot be cancelled or changed and if an athlete misses a rescheduled lesson for any reason, it will be counted as an attended lesson and deducted from the athlete's number of remaining lessons.
7. Individual lessons cancelled by an instructor will be rescheduled to a time mutually agreed upon by the parent/guardian and/or athlete and the instructor. Notice of a cancellation will be made via email or telephone.
8. Individual lessons cancelled by MAX due to weather can be rescheduled without penalty. Please check [www.yourmax.ca](http://www.yourmax.ca) or call 733-7330 to see if MAX facilities are closed due to weather. If an athlete does not come to his/her lesson due to weather, but the MAX facility is open, the lesson will be counted as an attended lesson and deducted from the athlete's number of remaining lessons.
9. Lessons cannot be extended past the scheduled lesson time if an athlete is late. All absent lessons not covered in the above cancellation paragraphs will be counted as attended lessons and deducted from the athlete's number of remaining lessons.
10. MAX reserves the right to withdraw any program or level of instruction, to change an instructor of any program, or to close any MAX location at any time without notice or liability other than to refund fees received for sessions cancelled due to such withdrawal or closing.
11. All of the athlete's relevant illnesses, medical conditions, disabilities, and/or behavioral concerns have been disclosed to MAX on the registration form.
12. Athletes will not be able to partake in programs if their MCP number is not on file. You hereby give MAX and its employees the authority to act on your behalf in case of any emergency. If, due to such circumstances as injury or sudden illness, medical treatment is necessary, you authorize MAX to take whatever emergency measures are deemed necessary by MAX for the protection of the athlete while in the care of MAX. You understand that this may involve calling a physician, interpreting and carrying out his or her instructions, and transporting the athlete to a hospital, including the possible use of an ambulance. This could also include emergency transportation required as a result of fire or other environmental emergencies. You understand that this may be done prior to contacting you, and that any expense incurred for such treatment, including ambulance fees, is your responsibility.
13. MAX promotes an atmosphere of safety and mutual respect and will not tolerate inappropriate conduct or behavior. Violation of these principles may result in immediate termination of the athlete's enrollment.
14. In consideration of being allowed to participate in MAX activities and programs and to use MAX facilities, equipment and services, you hereby forever waive, release and discharge MAX and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to the athlete's person and/or property, including those caused by the negligent act or omission of any of sparing those mentioned or others acting on their behalf, arising out of or connected with the participation in any activities, programs or services of MAX or the use of any equipment at various sites, including home, provided by and/or recommended by a MAX representative.
15. MAX takes customer privacy seriously. We will not sell, distribute, barter or transfer any personally identifiable information obtained about our participants to parties outside of MAX, without the authorized written consent of a parent/guardian except where required by law such as in emergency situations or by legal order. In the normal course of business and for the purpose of advertising, MAX may photograph or video athletes as they partake in MAX activities. Such photographs or video may be used by MAX for publicity purposes without the athlete's name attached unless a parent/guardian otherwise advises MAX in writing. No photography or video is permitted to be taken inside any MAX location without the express written consent of MAX.

**ACCEPTANCE:** *By signing below, I acknowledge and agree to the terms and conditions written above and I represent that the information given by me on the registration form is complete and accurate.*

Athlete Name \_\_\_\_\_

Athlete Signature (if the athlete is 18 years of age or older) \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

Parent/Guardian Name (if the athlete is under the age of 18) \_\_\_\_\_

Parent/Guardian Signature (if the athlete is under the age of 18) \_\_\_\_\_