



TROJAN

GYMNASTIC & DANCE ACADEMY

TROJAN GYMNASTIC & DANCE ACADEMY RELEASE OF LIABILITY

WAIVER OF LIABILITY – ASSUMPTION OF FULL RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, DEATH OR DAMAGES

As a parent or legal guardian of I hereby consent to my child's participation in or all the programs offered by Trojan Gymnastic Academy. I understand that participation in gymnastics, trampoline, dance, and any and all other activities at Trojan Gymnastic Academy may result in unavoidable injuries including, but not limited to, muscle or other soft tissue strains, sprains and tears, broken bones, and severe injuries such as paralysis or even death. Various factors & causes, known and unknown could cause these injuries, which include, but are not limited to, the heights of the equipment and the body during certain movements, rotation of the body, and movement of the body, in a unique environment. I am fully aware of the inherent risks involved in gymnastics, trampoline, dance, and all other physical activities offered by Trojan Gymnastic Academy and I am aware of the possibility of injury from participating in the aforementioned activities. In consideration for allowing my child to participate in activities offered by Trojan Gymnastic Academy, I, my heirs and assigns, next of kin, and all others acting on my behalf agree to waive any and all rights, claims, damages, actions, causes of action or suits of any kind or nature whatsoever which I have, or my child has against Trojan Gymnastic Academy or any agent, employee, representative or other acting on their behalf and to indemnify, defend and hold harmless Trojan Gymnastic Academy or any agent, employee, representative or other acting on their behalf for any injuries suffered as a result of engaging in those activities offered by Trojan Gymnastic Academy. I, hereby release Trojan Gymnastic Academy and any agent, employee, representative or other acting on their behalf from liability for ordinary negligent conduct that may occur in the future. Should any part or parts of this agreement be held null and void, the balance of the agreement shall remain valid and maintain its full force and effect. This acknowledgment of risk and WAIVER OF LIABILITY has been read by me and understood completely and agreed voluntarily. I am 18 years of age or older.

Refunds and Credits: Refunds and credits will not be given for the days that child(ren) are absent except in cases of extreme emergency. By agreeing you are reserving space for your child even when your child is absent. Parents must contact Trojan Gymnastic Academy to request exceptions for this

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandyford, Co Dublin

policy based on emergency situations. Once the term has commenced class fees are non-refundable. For any refunds authorised there is a €50.00 cancellation fee with no exceptions

Behaviour Policy: Anti social, bullying, name calling, bad language is deemed as inappropriate behaviour at Trojan Gymnastic Academy. Any infringements on this could result in expulsion from the class with no offer of refund.

Payment Terms and Conditions

This payment system is provided by Trojan Gymnastic Academy and its third party suppliers. Trojan Gymnastic Academy may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms.

Terms and Conditions

Please read these terms carefully before using the online payment facility. Using the online payment facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility.

Please also see Easy Payments Plus Terms and Conditions and Privacy Policy

All payments are subject to the following conditions:-

Your payment will normally reach the Trojan Gymnastic Academy account to which you are making a payment on the following working day.

We cannot accept liability for a payment not reaching the correct account due to you quoting an incorrect card number or incorrect personal details.

Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.

Security

All payment details which are entered through this payment gateway are encrypted when the customer, or third party making payment, enters them. Communications to and from the service provider's site are encrypted.

Trojan Gymnastic Academy shall not be liable for any failure by the customer or third party making payment of fees to properly protect data from being seen on their screen by other persons or otherwise obtained by such persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

All cardholder information is protected and will never be passed onto any third parties

Service Provider

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandyford, Co Dublin

Online payments of fees can be made by credit or debit card.

The transaction is received and validated by the Service Provider (Fee Pay Ltd). The client making the application will get an immediate notification to confirm whether or not the card validation was successful.

The funds will be transferred from your account within 48 hours.

Refund Policy

We have strict no refund policy once term commences. Any refund of payments made will be at the discretion of Trojan Gymnastic Academy. Disputes regarding amounts paid must be made in writing to Trojan Gymnastic Academy. Refunds, if applicable, will only be made to the debit/credit card used for the original transaction.

Cancellation Policy

A recurring payment can only be cancelled by agreement with Trojan Gymnastic Academy when an alternative payment method has been agreed. To cancel a recurring payment, please contact the Trojan Gymnastic Academy.

Communication

Trojan Gymnastic Academy reserves the right to communicate with its members via email and text as accurate and timely communication is essential to the successful running of the club. All communications from the club will be club related. It is important that we have these communication channels open to keep our members informed.

GYMNASTICS IRELAND ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY:

I confirm that I have not been advised against participation in GI events and membership of GI by a health professional. I acknowledge that my statements on this membership form are being accepted by GI in consideration for allowing me to become a member of, and are being relied upon by GI and the various club and competition organisers and administrators in permitting me to be a member of GI and participate in any GI or GI member club sanctioned event.

In consideration for allowing me to become a member of GI and allowing me to participate in GI sanctioned events, I agree to the following:

- a) to abide by all GI and member club rules, policies and procedures as amended from time to time ("the Rules") , and I acknowledge that my membership may be revoked or suspended for violation of these rules;
- b) to waive, release, and discharge from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical expenses, theft, or damage of any kind, including economic losses, which may in the future arise out of or

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandyford, Co Dublin

related to my participation in or my travelling to and from a GI sanctioned event for whatever reason, the following persons and entities: GI, GI member clubs (Trojan Gymnastic Academy), event sponsors, competition directors, volunteers, officers, directors, employees, representatives and agents of any of the above;

- c) to assume sole responsibility for any and all other risks associated with participating in GI sanctioned events. I acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph (b) or of other persons or entities;
- d) not to pursue a claim of any kind against any of the persons or entities mentioned above in paragraph (b) for any of the claims, losses, or liabilities that I have waived, released, or discharged herein; and
- e) my membership details/records being held on computer database by GI and shared with others involved in promoting/regulating the sport.

I understand that this is a legal document and have been offered the opportunity to take the document to a legal advisor, and this has been explained to me, and I hereby waive my right to do so now.

Parent/Guardian consent

For the purposes of this consent any person under the age of eighteen is referred to as a minor.

I have read this document and I understand its contents and I hereby acknowledge that I have executed the foregoing Acknowledgement, Waiver and Release from Liability for and on behalf of the minor named herein, as the parent or legal guardian of such a minor.

I confirm that I have the legal capacity and authority to act on behalf of the minor named herein, and I agree to hold harmless the persons or entities mentioned in the Acknowledgement, Waiver and Release from Liability for any claims made or liabilities assessed against them arising out of my and/or my child's actions or the actions of the persons or entities mentioned in the Acknowledgement, Waiver and Release from Liability and/or my or my child's participation in GI events.

I confirm that I give permission for my child to take part in GI events as a Member and I agree to and have read the Acknowledgement, Waiver and Release from Liability above.

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandyford, Co Dublin

1: MEDICAL INFORMATION Medical information provided will be treated as private and confidential by both Gymnastics Ireland and relevant member club. Please outline any medical information (i.e allergies, conditions, medication) which may impact on your health, welfare or behaviour while participating in our activities (for example – epilepsy, asthma, special dietary requirements etc...). I consent to the sharing of my personal medical data outlined above for the purposes of delivery of my safe participation in gymnastics and administering medical assistance if required. Not providing consent will not affect your membership to the Club, however giving us consent to share this information will help volunteers and administrators to know how to respond effectively in the case of any medical emergency.

2: MEMBERSHIP OPT-IN AGREEMENT By applying for membership of Gymnastics Ireland (GI) through a GI registered club I confirm the following:

- I understand and agree to abide by the constitution, rules and policies of Gymnastics Ireland, including data protection policies, which can be viewed via the GI website via <https://www.gymnasticsireland.com/about/structure-policy>.
- I understand and agree to the responsibilities which I have regarding these policies
- I have read and understand the privacy notice which can be viewed via the GI website via <https://www.gymnasticsireland.com/about/structure-policy/data-protection-privacy>. This details how GI will treat the personal data I have provided to GI and forms part of GI's data protection policies which are designed to ensure my data is processed in accordance with data protection legislation
- I agree to allow GI and my member club to contact me in relation to the promotion of the sport of gymnastics and GI member services
- I agree to allow GI to contact me regarding the services of official GI partners Insert relevant medical information Mandatory Membership Agreement 2 Sept 2020 – 2021

I agree for the club to provide me with updates regarding club activities such as competitions, training, meetings and club events such as fundraising activities and social occasions

- I consent to photographs or video images being taken of me during my involvement in GI activities, which may be used to promote the sport by the club or Gymnastics Ireland.
- I consent to the sharing of my personal medical data outlined above for the purposes of delivery of my safe participation in gymnastics and administering medical assistance if required
- In the event of illness/injury, I give permission for medical treatment to be administered by a nominated first aider, or by suitably qualified medical practitioners. If my next of kin cannot be

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandyford, Co Dublin

contacted and I require emergency hospital treatment, I authorise a qualified medical practitioner to provide emergency treatment or medication I confirm that I have read and understood the permission statements above and the data protection privacy notice. I also understand and agree that GI membership fees are non-refundable including for operation in a Covid-19 environment. I have read the important points above and have given my consent by signing below; In the event of an under 18 member I as legal parent/guardian give my consent by signing below;

NOTE - Membership fees are non-refundable.

Name of Member: _____

Signed (Parent/Guardian): _____

Company Registration Number: 524210

Company Address: Unit 2, Ballyogan Business Park, Ballyogan, Sandymount, Co Dublin