

# Kinetic Youth Academy Policies with *Explanations*

## Membership/Insurance Fee

Annual Membership/Insurance fees (\$ 35 Individual, \$ 50 Family) are due in order to register for a class, and renew every 365 days, regardless of when you register.

*Membership/Insurance fees cover the cost of insuring the students for all activities at KYA, as well as administrative costs associated with administering your account.*

Membership is REQUIRED for enrollment, with the one exception of students ONLY registering for summer – *some of our summer students are from out-of-state, so membership does not make sense for them during the school year.* Non-member summer class students are charged a \$ 10 non-member fee. Summer campers are charged a \$ 10 non-member fee per week of camp enrollment, which can easily be upgraded to a full membership during the school year if desired. Satisfaction guaranteed. Full tuition refunds for withdrawals. \$35 Returned check fee.

Membership includes uniform, 50% discount on Family Open Gym, and Member discounts on parties and special events. KYA members CURRENTLY ENROLLED in a class are able to attend Family Open Gym FREE.

Your membership fee will be charged upon your registration, along with your tuition.

## Tuition

KYA charges tuition in order to fund our facility, staff, and programs. We are proud to offer the value of a flexible tuition payment system to our clients. We accept all major credit cards, checks, and cash payments. Registration and tuition payments are accepted online, over the phone, by mail, and in person.

SUMMER SESSION: Our summer session is a short 8-week session.

SCHOOL YEAR SESSIONS: Fall, Winter, and Spring sessions are 12 weeks.

MONTHLY PAYMENTS: *KYA's default tuition payment system is monthly.* First month's tuition is due upon registration, and monthly payment of tuition is due on the 1st of the month thereafter. For your convenience, we can set up an automatic withdrawal from your account on the first of the month at no charge to you. You may also bring in payment by cash or check. *Your "monthly" tuition payment purchases 4 classes, and may or may not correspond with the calendar month. For example, some months have 5 Mondays, and some have 3 Mondays. To avoid confusion and missed tuition payments, we give everyone a specific date - the 1<sup>st</sup> of the month.*

KYA offers a TUITION DISCOUNT for families who desire to purchase an entire session of classes (12 weeks in Fall, Winter, and Spring – 8 weeks in summer) in advance. This discount is time sensitive, and ONLY AVAILABLE with pre-registration at the start of our sessions, and must be made in full. KYA is not able to pro-rate full session tuition payments. *This discount is available because we do not have to manage your account on a monthly basis if you pay full session tuition prior to the start of the session. It is ONLY available prior to the start of the session.*

## Make-ups

KYA makes every effort to allow you to make-up missed classes. We offer Family Open Gyms twice a week (Mon 5:00 and Fri 4:30) to be used in the event of classes missed due to scheduling issues or illnesses. Please keep your child home if they are ill!

We are also able to offer make-ups in classes which are not full. Please see the KYA front desk, or call 410-676-0021 to inquire about make-up options. Make-ups do NOT extend into the next session. KYA does NOT give credits or discounts for missed classes - your tuition holds your space, regardless of your attendance. We do, however, make an exception for medical issues. *When you purchase classes at KYA, you are purchasing SPECIFIC CLASSES on SPECIFIC DATES (with the exception of our drop-in classes and flex camp days). The same way you can't return unused milk to the grocery store for a refund, you may not get a refund for classes you miss at KYA. Our flexible make-up system is very generous, but you are responsible for taking advantage of scheduling make-ups in a timely manner.*

### **Images of our Students**

Digital images may occasionally be taken of class participants. Kinetic Youth Academy, Inc uses these images in marketing media. Please inform our office if you do not wish to allow these images to be used without compensation to you.

*We understand privacy concerns in our ever increasingly public society, so please inform us if you DO NOT want us to use photos and videos of your child in our marketing activities. Of course, we make every effort to insure ONLY appropriate activities would be represented in any marketing materials, and we enjoy showing off our students' successes.*

### **Peanut Free Facility**

KYA is a PEANUT FREE facility due to having a number of students with severe peanut allergies. Please make every effort to check all food items you bring into KYA to ensure peanuts are not an ingredient or contaminant. We appreciate your assistance in making our facility as safe as possible for all our students. Parents with campers bringing a non-perishable lunch should check all items for peanuts - a list of many peanut free snacks and food items is available from KYA upon request.

### **Release for Emergency Medical Care, Liability, and Assumption of Risk**

In the event of an accident or emergency I hereby authorize my child to be transported to a hospital for medical treatment and I hold Kinetic Youth Academy, Inc and its representatives harmless in the execution of such. Additionally, I hereby agree to individually provide for all medical expenses which may be incurred by myself, or my child(ren) as a result of any injury sustained while participating at or for Kinetic Youth Academy, Inc. I hereby declare any physical/mental problems, restrictions, or condition and/or declare the participant to be in good physical and mental health. I request that our doctor/physician named above be called. Please include physician's phone number above.

*If your child is injured while participating in KYA activities in a manner that KYA staff believes requires medical attention, we will call 9-1-1 immediately. We do NOT take chances with the health and safety of our students, and though our staff is CPR/First Aid Certified, we are NOT EMTs or doctors. We prefer to have medical professionals diagnose any injury which causes a student to be unable to return to activity. Your medical insurance will be used to pay for all medical expenses. By agreeing to this text, you declare that your child is physically and mentally able to participate in activities at KYA. PLEASE discuss with our staff any factors which would affect your child's ability to participate at KYA, so we will be able to properly provide them with instruction and our expectations are in line with their ability. We always like to have your physician's phone number, so we can provide it to emergency medical practitioners if needed. All KYA Campers must have a medical form on file at KYA.*

I hereby release, discharge, and covenant not to sue Kinetic Youth Academy, Inc, it's respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and owners and leasers 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, or the minor's 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 future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, or the minor, and anyone on the minor's 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 a result of such claim.

*This waiver of liability is required of us by our attorneys and insurers, and is standard in the youth recreation industry. It basically says you agree not to sue Kinetic Youth Academy, Inc, and anyone affiliated with KYA for any reason. In VERY simple terms, Maryland is a "reasonable standard of care" state, in terms of liability. This means the courts will weigh the circumstances of a claim against a standard of care which a reasonable person would expect. Despite signing this waiver, which intends to be a waiving of your right to sue, it is still possible for you to sue KYA, but your signature on our waiver proves your intention to waive your right to sue. In this age of such great litigation in our society, any business in the youth recreation industry which desires to remain in operation will protect itself by requiring a similar waiver for all participants.*

In consideration of participating in the Kinetic Youth Academy, Inc I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. And I, as the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I acknowledge that if I believe event conditions to be unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named above; and 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, or the minor child's, participation in the activity.

*Because we have programs which include people of all ages (Toddler classes and birthday parties), our attorneys and insurers require us to require this waiver for everyone who comes into the gym at KYA. It basically says you have considered our activities, and claim to be in good enough physical and mental health to participate. You also agree to the same in reference to your minor child/ren. You also agree to withdraw yourself or child from the activities if you consider them to be unsafe.*

*You UNDERSTAND the activities at KYA involve the risk of injuries, including permanent disability, paralysis, or even death. You UNDERSTAND that physical activities are INHERENTLY risky, meaning even under perfect circumstances, the risk of injury CANNOT be eliminated. You agree to assume the risks and responsibility for all losses, costs, and damages as a result of activities at KYA.*

Please see Paula or Scott Morrison if you have any questions about our policies.