Seikunas' Eastern National Academy of Gymnastics
210 West Parkway Unit 8
Pompton Plains, NJ 07444
phone: 973.835.1665
fax: 973.835.6225

Birthday Party Contract

Name of Parent giving party: _____ Child's Name: _____

Phone Number: _____ Child's Age: _____

Date of Party: _____ Time of Party: _____

Number of Children Anticipated: _____ Age Range of Children: _____

ENA does not allow children under the age of three years old to participate in the gymnastics part of the party. This is for the safety of the child. Please do not ask us to bend the rules.

If the number of children told to ENA is over 14 we will provide 2 teachers. Therefore, no matter how many children come on the day of the party you will be charged for the 15 minimum. For one teach the minimum is 10 children.

The cost is $14.00 per child. A $40.00 **NON-REFUNDABLE** deposit is required upon reserving your party. The balance is due on the day of the party. If you would like to pay with cash, please bring exact change. Gratuity is not included.

For safety reasons, parents will <u>not</u> be permitted in the gym during the party, except for the host parents who may take pictures and videos after signing the Release on the back of this Contract. If parents will not abide by this rule then the party will be stopped and the parents asked to leave. It is the party's responsibility to warm all of their guests that there is an inherent risk in doing gymnastics. Any activity involving height, flight, and/or rotation of the body, such as gymnastics, increases the risk of accidental injuries. More information is provided on the following page.

I have read and understand this contract: _____

Today's Date: _____

----------For Office Use Only----------

Confirmed by: _____ Date: _____

Number of children confirmed at: _____

Seikunas' Eastern National Academy of Gymnastics
210 West Parkway Unit 8
Pompton Plains, NJ 07444
phone: 973.835.1665
fax: 973.835.6225

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
("AGREEMENT")

In consideration of participation in the Birthday Party, 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. I acknowledge that if I believe event conditions are 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 take place, or the negligence of the "releasees" named below; 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 participation in the Activity.

I hereby release, discharge, and covenant not to sue Seikunas Gymnastics Incorporation, d/b/a Eastern National Academy its affiliates and its management, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, and 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 future 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.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____	_____	_____
Printed Name of Participant	Signature of Participant	Date