



ASF Gymnastics  
40 Vogell Road, Unit #32, Richmond Hill, ON L4B 3N6  
905.780.0913  
academysportfitness@gmail.com

# 2023-2024 Policies

Academy of Sport and Fitness

Our most up-to-date policies are available through your account on our Family Portal. We've collated the policies here for your convenience.

<b>Policy</b>	<b>Last updated</b>
Academy Inc. - General Waiver	August 18, 2021
2023-24 Informed Consent & Assumption of Risk	June 3, 2023
Health & Safety Protocols (revised)	June 8, 2022
General Gym Policies (revised)	June 8, 2022
Photo Release	September 4, 2022
CASL Release	September 4, 2022
Payment Policies (revised)	June 8, 2022



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## Policy

# Academy Inc. - General Waiver

In consideration of the acceptance of my application and the permission to participate in a program sponsored by Academy of Sport and Fitness Inc. / ASF, I hereby waive and forever discharge Academy of Sport and Fitness Inc. / ASF 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 participation in the program. 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:

Aug 18, 2021



## Policy

# 2023-24 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 Academy Inc./ASF PARTICIPANT INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT 2023-2024**

**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 Academy of Sport and Fitness Inc./ASF Gymnastics Club (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, Academy of Sport and Fitness Inc./ASF Gymnastics Club, 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.

For a pdf copy of this document, click here ([https://academysportfitness.ca/wp-content/uploads/2023/06/Participant-Informed-Consent-Assumption-of-Risk-2023-2024-Academy\\_ASF.pdf](https://academysportfitness.ca/wp-content/uploads/2023/06/Participant-Informed-Consent-Assumption-of-Risk-2023-2024-Academy_ASF.pdf)).

UPDATED:

Jun 3, 2023



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## Policy

### Health & Safety Protocols (revised)

- **Health Screening:** Any participant that is feeling unwell, is showing symptoms, or has been exposed to Covid-19 must self-screen (<https://covid-19.ontario.ca/school-screening/>) before coming in for camp/program and follow screening results directives. Important note: Persons that DO NOT pass this provincial screening tool for school and childcare settings ARE NOT allowed into the gym until cleared to do so by Public Health regulations.
- **Mask policy:** Participants and visitors are currently asked to wear masks. **Effective July 1, 2022, use of masks at the gym will be optional, unless under circumstances required by Public Health or Provincial regulations.** This policy and any other health & safety policy are subject to change in Provincial and Public Health regulations.
- **Allergies and anaphylactic policy.** We strive to be a peanut/nut-free environment. Please help us keep it that way. All participants are asked to refrain from bringing in products that contain or may contain peanuts, nuts and/or nut products. Remember, peanut/nut allergies are of the most common food allergies, with potential life-threatening consequences. Please be aware and read the labels carefully. Parents/guardians are responsible to inform Academy/ASF if their child is at risk of anaphylaxis and carries an **EpiPen**. An **EpiPen** should be brought to the gym in its original, pharmacy labeled container. Similarly in the situation whereby the child carries **puffers** for immediate treatment of asthma.
- **Arrival/Departure safety:** Extra care is urged in the surrounding parking lot - please pay attention to speeding vehicles.
- Academy of Sport and Fitness Inc / ASF. follows strict safety and hygiene protocols, over and above what is mandated by Provincial and Public Health guidelines and Gymnastics Ontario regulations, to ensure that our families and athletes can comfortably participate in in-person programs at the gym. Thank you for your patience and cooperation in ensuring that the Academy gym environment is safe and healthy for all.

UPDATED:

Jun 8, 2022



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## Policy

### General Gym Policies (revised)

- Gymnastic equipment may not be used unless under coach supervision.
- Food and drink are allowed only in designated areas. Participants are asked to bring a labeled water bottle for hydration during class/camp.
- Outdoor shoes must be removed and left in the front lobby before entering the gym.
- Only athletes and staff may enter the gym (parent & tot programs excepted).
- **Attire:** Participants should wear athletic attire (close-fitting clothes to allow safe movement of the body (shorts/leggings, t-shirt, no skirts, no dresses, no hoodies), or gymnastics leotard). Please remove necklaces, or any hanging jewelry. Long hair must be pulled back. Participants will be barefoot while in the gym.
- **Class Arrival/Pick-Up:** Participants are asked to arrive **on time** for class/camp. Parents/caregivers are asked to remain in the lobby with their participant until the coach takes them in (curb-side drop-off no longer possible as per insurance requirements). Pickup: Parents/caregivers are asked to arrive 5 minutes before the end of class for pickup (coaches/staff are not available for aftercare). Those picking up participants may be asked to show a photo ID to verify their identity. Please ensure that everyone with permission is listed with us to pick up your participant.
- **Viewing:** Viewing of classes from our viewing area is available based on a pre-arranged viewing schedule for the session that is communicated to parents separately.
- Coaches, class times & age range are subject to change based on availability and demand. Academy Inc reserves the right to cancel or change class times due to insufficient enrolment.
- We reserve the right to terminate participant membership at any time, including situations where a participant is unable to keep up with safety protocols.
- Aggressive, abusive or otherwise disruptive behaviour toward staff or other club members will not be tolerated.

UPDATED:

Jun 8, 2022



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Policy

## Photo Release

I hereby give permission for the Academy of Sport and Fitness Inc./ASF to use my child's picture or recorded video on its website, social media and promotional materials. I understand that I can opt-out by email.

UPDATED:

Sep 4, 2020



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## Policy

### CASL Release

I understand that the Academy/ASF will be using my contact information to provide me updates on programs I am registered in. I hereby consent to Academy of Sport and Fitness Inc./ASF using the email address/es I have specified on this application for the purpose of communicating updates, schedules, and promotions, to be in compliance with the Canadian Anti-Spam Legislation (CASL). In compliance with CASL I understand that I may unsubscribe at any time from these communications.

UPDATED:

Sep 4, 2020





## Policy

# Payment Policies (revised)

### GENERAL PAYMENT POLICIES

- Valid credit card information is required when creating an account on the Family Portal or when registering for a class/program.
- Payments will be processed by the office staff after the online registration is completed. Payments are processed by the office staff after credits, discounts, and any promotions or coupons were applied. Members who do not wish to charge their credit card must contact the office immediately in writing (email) after registration to arrange for alternative payment in-full prior to the processing of the credit card.
- Participants cannot start their program (class, camp, or event) before payment is received in full.
- Visa, MasterCard, Visa Debit, and MasterCard Debit are accepted online. No other cards are accepted. If you wish to pay by cash, please contact the office to make payment arrangements to secure the spots.
- Declined transaction fees: Declined credit card fee \$10 (declined for any reason). Returned cheques / NSF fee \$30.

### CANCELLATIONS AND WITHDRAWAL FROM CLASSES

- Registrations can be cancelled without penalty before payment is processed.
- Regular withdrawal policy: 30-day notice of withdrawal from a program must be provided in writing (email). This withdrawal will take effect 30 days from the date of receipt of notice. Credit (no refunds) will be provided for any unused fees after the date the withdrawal takes effect, less a \$50 withdrawal fee per student per class/camp.
- Withdrawal before the start of the program (new registrations): After payment is processed, cancellation of a new class/camp registration requires 7-day advance notice prior to the start of the program. Refund will be provided, subject to a \$30 cancellation fee per student per class/camp. This option is not applicable for renewal of registrations (e.g., extending registration from Session 1 to Session 2).

### TRIAL CLASSES

- Trial classes for new members can be arranged based on availability of space in the relevant class.
- Please contact the office to arrange for a trial class after creating an account on the Family Portal.
- The cost of one class (prorated) will be charged for a trial class. A spot in the class will be held for your participant in this class for 48 hours after the trial class, which you can convert to full registration. Please inform us as soon as possible if you would like to register for the class or release the spot.

### 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.
- In the event of government mandated forced closures (such as COVID-19 closures), classes will be suspended and, when possible, the session resumed when re-opening permitted. Credits will be provided for unused program fees (no refunds).

### PRORATION AND DISCOUNTS

- Program fees are prorated if joining after class has started.
- **Discounts:** 5% off program fee for 2nd and 3rd child; 25% off program fee for 2nd class for the same child within a session.
- Promotions cannot be combined.

### 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 fee covers Gymnastics Ontario membership, club insurance and administrative costs. This fee is non-refundable and cannot be prorated (no credit)

UPDATED:

Jun 8, 2022