# IRON CROSS WARRIOR

COMPANY POLICIES & PROCEDURES

GYMNASTICS DANCE TUMBLING MUSIC



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# WELCOME | MEET THE OWNERS

WELCOME TO IRON CROSS! WE ARE SO EXCITED TO HAVE YOUR FAMILY JOIN OUR FACILITY! WE HOPE THAT YOU WILL FIND OUR PROGRAM IS THE PERFECT FIT FOR YOUR CHILDREN'S NEEDS!

WE WILL WORK HARD TO MAKE SURE YOUR FAMILY HAS A TRULY MEANINGFUL EXPERIENCE WITH US.





Jeremy Alspaugh grew up in Sugar Land, TX. In high school, gymnastics became his life, and with natural leadership and teaching ability, his coaching career took off in 1997. Jeremy is passionate about guiding and mentoring children and helping them develop character and integrity as they train in their specific discipline. Jeremy has trained in multiple disciplines throughout his life including Gymnastics, Martial Arts, and Music.



Grant Qualls grew up in the Dallas/Fort Worth area. He attended Houston Baptist University where he competed as a collegiate gymnast. Grant is well known in the gymnastics community, and approaches teaching with a nurturing, stress-free energy that encourages students to push themselves to the highest level possible.

# **COMPANY MISSION**



TO PROVIDE A POSITIVE, LOVING, & ENCOURAGING ENVIRONMENT FOR OUR STUDENTS

TO BUILD MEANINGFUL RELATIONSHIPS WITH OUR STUDENTS & THEIR FAMILIES

TO MAKE A POSITIVE & LASTING IMPACT IN OUR COMMUNITY

# **COMPANY CORE VALUES**

T E A M W O R K

OWNERSHIP

ENTHUSIASM

COMMITMENT

**ACCOUNTABILITY** 

POSITIVE OUTLOOK

LIKE MINDED

HONESTY

COMPASSION

GRATITUDE

INTEGRITY

EMPATHY

HUMBLENESS

RESPONSIBILITY

MOTIVATIONAL

CONSTANT

INITIATIVE

CARING

# **OUR VISION, PRODUCTS & SERVICES**

# **OUR OVERALL VISION**

It is our vision to constantly improve our products and services through technology, innovation, and customer feedback. We will also continue to expand our physical building and space, as well as the different types of products and services we offer. We strongly believe in being innovative and using technology to better equip our facility and staff with the best products, services, and systems.

# **PRODUCTS & SERVICES OFFERED**

Recreational Gymnastics Classes (Girls/Boys)

Recreational Tumbling (Girls/Boys)

"Beginnings" Pre-school Gymnastics Classes (Girls/Boys)

Girls Competitive Teams

**Boys Competitive Teams** 

**XCEL Competitive Teams** 

Home School Competitive Gymnastics

Recreational Dance Classes

Competitive Dance Companies

Music Lessons (Piano, Guitar, Ukulele, Drums, & Voice

Parents Night Out

Open Gyms

**Specialty Clinics** 

Summer & Holiday Camps

Class Uniforms/Apparel

# TRIAL CLASS & ENROLLMENT PROCEDURES

### TRIAL CLASS PROCEDURE

All visitors and guests will receive their first class for FREE. We want to make sure that your child gets acquainted with their coach or coaches, and that they get to try a class in our program before you as the parent or guardian commit to it on a financial level. It is extremely important to us that each child feels comfortable and enjoys the full experience of becoming an Iron Cross member. We also make sure that our parents get to meet the coach/teacher on the day of their trial and get a proper assessment of how their child responded to the class.

FREE trial classes can be scheduled in any class with open spots for enrollment, up to one week in advance. After your child has attended their free trial class and you have made the decision to enroll, please see our front desk to ensure that your enrollment process gets completed with payment. A class spot will not be held or reserved after the trial class until payment has been received and enrollment has been completed.

# **ENROLLMENT PROCEDURE**

When enrolling at Iron Cross the first step is deciding which membership is right for you. We have different membership plans, each with their own unique value.

- Kick Off Plan (1-class per week)
- Pro Plan (2-classes per week)
- Elite Plan (3-classes per week)
- Additional Add-on classes
- Bonus Plan (Parent's Night out, Open Gyms, Clinics)

When choosing a membership, it is important to keep in mind that gymnastics, dance, and music lessons are not seasonal activities. Our program is designed to maximize your child's growth on an annual basis. How a child progresses in their chosen sport or art is very individualized. For example, the average time it takes for a child to move up a level in gymnastics when they come once per week is one full year. Our coaches evaluate each child throughout each month and provide feedback through skill checkpoints which are available in the Customer Portal and direct communication with parents or guardians. We provide opportunities for children to set goals that allow them to experience success and help them advance in their sport and/or art.

# MEMBERSHIP RATES, CUSTOMER PORTAL

# **MEMBERSHIP RATES**

Your membership rate is determined by the plan and level membership that you decide is the best fit for your needs. The cost is broken down from an annual summary into a monthly rate. An entire calendar year, including open and closed days, are calculated into the tuition. We do not require a financial contract for a set length of time. However, we do require payment of the first and last month deposit, and an annual insurance fee/membership fee upon enrollment. Any months or years in between that spectrum of time is completely up to you.

The insurance fee/membership fee is required for all Iron Cross members and covers cost of rising annual insurance premiums that are based on total number of enrollments. The annual fee is \$35 for single student families and \$45 for multiple student families and will be automatically charged on the anniversary of your enrollment.

A credit card or debit card is required to keep on file and will be charged on the first of each month for membership dues. If a customer would like to pay by cash or check, payment must be made at our front office before the billing date (first of the month), to ensure the card on file will not be charged. Our management software is PCI secure and protected. The management staff oversees billing and account receivables. They can only see the last four digits of a customer's card on file. We email customers a monthly invoice prior to the first of the month.

# **CUSTOMER PORTAL**

One of the many great things that we offer to our customers is an online management system which gives parents 24-hour access to their account. You will be able to see invoices, charges, and account history at any time. In the customer portal you can also request to enroll in a class, sign up for a new trial class, enroll in camps/events, and look at your child's skill charts.

To create an ICLASS PRO account follow these steps.

- 1. Go to www.ironcrossgymnastics.com
- 2. Click Access My Iron Cross Account
- 3. Click "Log in" (If you have never logged in before, select "Click to Begin", then "Create Account")
- 4. Follow Prompts

# CLASSES PER YEAR, UNFORSEEN CLOSURES, MAKEUP PROCEDURE

# **CLASSES PER YEAR**

Tuition is based on an average of 4 classes/month based on your starting date. Each customer will receive an average of 4 classes/month for one class per week memberships. Tuition is not pro-rated for missed classes or holidays. Please remember that holidays and other times the business is closed are built into the annual premium. Regardless of the number of classes in any one month, you will have an average of 4 classes/month.

To receive maximum dollar value for our programs your child will need to be enrolled for a year or more without taking any membership hold allowances. We want to provide the best quality product for our customers and using an annual total keeps our business consistent and allows for us to plan our student's goals and track progress over a reasonable amount of time. It also allows us to grow relationships with our students and their families throughout the year.

We love the holidays, and we love getting to share that time with our customers. We celebrate and decorate according to each time of the year! Christmas and New Year's is our favorite time to share with the families of Iron Cross!

# **GYM CLOSURE & UNFORSEEN CIRCUMSTANCES**

We reserve the right to close for unforeseen circumstances without offering a credit to the account or a makeup class. Examples of unforeseen circumstances include but are not limited to; severe weather (flooding, ice, snow, and hurricanes), fire, or an emergency incident.

# MAKEUP PROCEDURE (GYMNASTICS/TUMBLING)

Each month we allow 1 excused absence per student that can be made up during our monthly Open Gym. To qualify as an excused absence, you must notify the front desk a minimum of 24-hours in advance of your class. The Open Gym makeup must be scheduled and take place within the same month that the student missed their class. Makeup classes do not roll over into following months. An exception being if a child missed class during the last week of the month. In this case we would schedule for the following month. To register for the Makeup Open Gym:

- 1.Call us at 281-342-4766 (IRON) to notify us of a missed class 24 hours in advance
- 2.At the time of the call, you can request to sign up for the Open Gym. The Front Desk Administrator will sign you up for open gym and apply your makeup token as payment.

# DRESS CODE

### **GYMNASTICS**

Our Gymnastics program requires children to wear a class leotard and optional cover-up shorts for girls and athletic shorts and an athletic shirt for boys to class each week. We sell Iron Cross Gymnastics Class Uniforms upon enrollment or anytime you would like to purchase apparel at our front desk. We have sizers to help you determine your child's size. Long hair should be tied back and no hanging or loose jewelry such as necklaces or dangling earrings.

### **TUMBLING**

Our tumbling program requires a fitted shirt and shorts/pants or leggings (all tops must cover the stomach area and no loose T-shirts please). We sell an Iron Cross Tumbling Uniform upon enrollment or anytime you would like to purchase apparel at our front desk. Shoes are optional for tumbling class. Long hair should be tied back and no hanging or loose jewelry such as necklaces or dangling earrings.

# **DANCE**

Please check out our website and find your child's specific class to see what the proper dress attire is. We sell Inspire apparel in our pro-shop. Click or search this link: https://ironcrossgymnastics.com/dance-classes/

### **MUSIC**

Normal school clothes, casual wear is fine for music. We do have Rhythmz T-Shirts available for purchase for students who would like to proudly show support to our program. Students are required to purchase their specific music books and we also sell Iron Cross Music Binders and bags to help keep their music organized. All music apparel and equipment is available for purchase at our front desk.

# DISCOUNTS OFFERED, REFUNDS

### **DISCOUNTS OFFERED**

- Sibling discount: We offer 10% off for having a sibling enrolled in our program under any level of membership (excludes team). We do not offer sibling discounts for team.
- Quarterly discount: Receive 5% off if you sign up for quarterly billing. Quarterly discounts are billed as follows:
  - January- March: First quarter, April- June: Second quarter, July-September: Third quarter, October- December: Fourth quarter
- Half Year discount: Receive 10% off I you sign up for half year billing.
   Half year discounts are billed as follows: 1st Half, January-June & Second Half, July-December.

Please know that we will not pro-rate for quarterly or half year billings for customers who enroll during an interim month the cycle does not fall on. If a customer enrolls during an interim month, they will need to pay the normal monthly tuition until the start of the next quarter or half year billing cycle.

\*See membership plans for more details on the benefits of these discounts.

Please note, refunds are not given for discounts. Once these fees have been charged, Iron Cross reserves the right to use the capital towards investing in operational cost.

### **REFUNDS**

Iron Cross offers a full 30 day no hassle money back guarantee if you are not satisfied with our services. The 30 days starts from the official enrollment date. Beyond the 30-day guarantee, all refunds must be approved by management and are individually assessed on a case-by-case scenario. If within the first 30 days you decide that our program is not the right fit for you, contact our office and ask to speak to one of our managers. They will issue you an exit survey and be able to issue you a refund.

# MEMBERSHIP HOLDS & DROPS

# **PUTTING A MEMBERSHIP ON HOLD**

Many customers prefer putting their membership on hold as opposed to dropping the membership completely. Putting your membership on hold allows for a simple process in returning to the program when the time is right. To put a membership on hold you will need to let us know before the next billing cycle, the first of the month, to not be charged normal monthly tuition.

To put your membership on hold, you must go online to www.ironcrossgymnastics.com and complete our hold/drop request form found under the info tab on the main page. Please call our office at 281-342-4766 (IRON) if you need help. Once your hold request is received you will receive an email confirming that your account has been put into an inactive status. If you have a balance remaining, this must be paid before going on hold. Your last month deposit will stay on file with us and can be applied to your child's account when you would like to re-enroll. Last month deposits must be used for your last month of classes and never qualify for refunds.

It is important to know that if your annual insurance fee/membership fee expires during the time your account is on hold, your account will be charged upon returning to the gym.

# **DROPPING YOUR MEMBERSHIP**

To drop your membership, you must go online to www.ironcrossgymnastics.com and complete our hold/drop request form. If you need help with this, call our office and we can walk you through the process. When deciding to drop your membership, please make sure that the online request was completed prior to the next billing date and 30 days in advance. This allows us time to apply your last month deposit to your last month of classes. Last month deposits are not eligible for refunds and must be used for your last month of classes. You will receive an email confirming that your drop request has been processed. All customers will receive an exit interview survey asking for feedback on our business, products, services, and staff. We truly appreciate your honest feedback.

# PARENT BOUNDARIES

# **PARENT BOUNDARIES**

- Parents or Guardians are not allowed in any of the student training areas during class time. Parents are welcome to watch their child's class from the customer observation areas (upstairs loft in main gym, lobby in team gym, half wall in beginnings gym).
- No one is allowed to film or take video without first getting special permission from our staff. Approval will be based on case-by-case scenario. This is to protect our students from being in other people's videos that have not received permission by their parents or by our company. The one and only reason for this rule is safety.
- Please limit distractions and interactions with your child while they are in class. One example of this would be when students are transitioning between events, as this requires them to walk through the observation area. We need our students to transition to events in a timely manner to make the most out of each class.
- Siblings of students must be supervised by their parents or guardians in the lobby/ waiting areas. Siblings are not allowed to play in our workout areas. This is for their safety, and we appreciate your support.
- We ask with all due respect, please leave the coaching to us. Our staff
  is trained to help your child grow and develop in this sport. We are in
  this for the long haul and there are no shortcuts even with the best
  talent. We go through on-going education and training year-round to
  develop our staff's skill set to help them become the absolute best
  they can be as coaches, employees, and mentors! Even if you have
  experience in this field, we need your child to see us as their coach
  and you as their parent.
- Parents must refrain from gossip and negative talk about our students, parents, program, and staff. Gossip and slander will not be allowed. It is okay to not agree with us on a subject, or have a concern with our program, but creating a division is not acceptable and does not give us a chance to recover from it. If you have a concern about our coaches or our program, we ask that you please contact our management team. We work to have every issue addressed and handled in a timely manner.

# PARENT EDUCATION, COMMUNICATION, HOLIDAYS

# COMMUNICATION

We do our best to be transparent and provide streamlined communication to our customers. We send emails and updates on anything you need to know. Listed below are the different platforms we provide for communication.

• EMAIL

Sent out weekly every Monday.

TEXT MESSAGES

Customers can choose to sign up for this option through the parent portal.

• ONLINE CALENDAR

Available on the website (ironcrossgymnastics.com).

FACEBOOK

Iron Cross Facebook Page.

• IRON CROSS WEBSITE

We keep our website up to date year-round.

• EMAIL/CALL US

For any questions email us at: info@ironcrossgymnastics.com (email is checked daily). Or you can call us at: 281-342-4766 (IRON)

# **HOLIDAYS**

Our business tries to stay in line with the Lamar School District calendar. We are closed for all the following major holidays. \*See calendar for a complete list of closures.

- Easter (Good Friday & Saturday)
- Spring Break (1 week)
- First week of school for Lamar ISD (1 week)
- Memorial Day
- 4th of July (varies depending on what day the holiday falls)
- Last week of school for Lamar ISD (1 week)
- Labor Day
- Halloween (varies depending on what day the holiday falls)
- Thanksgiving (Wednesday-Friday)
- Christmas and New Year's (2 weeks)

# COACH PER CLASS, SICK POLICY, INJURIES

# **COACH PER CLASS**

Each class does have one coach designated to that class every week. In the event of a coach being absent due to an emergency or unforeseen circumstance, we will assign a substitute coach for that day. We will make every effort to notify you of any major changes as soon as possible.

# SICK POLICY/MEDICATIONS

Please use the following guidelines when determining if your child is too ill for workout/classes:

- If your child has a fever, they must be fever FREE for 24 hours without medication to return.
- If your child has an unexplained rash and/or blisters, please have it looked at by their physician, and supply a note from the physician indicating your child has been cleared to return to the gym.
- If your child is vomiting or has diarrhea, they must be FREE of any episodes for 24 hours to return.
- If your child has head lice, they will need to be treated and free from nits and live bugs prior to returning to the gym. Please notify the gym immediately so we can take appropriate precautions to prevent the spread of lice.
- All medications must be in the original container and kept at the front desk with your child's name and instructions for use.
- If your child comes to us asking for medications for headaches or minor aches, we will reach out to you first before administering any medication.
- If your child is showing symptoms of COVID-19 (fever, cough, running nose, body aches, loss of taste/smell, diarrhea, vomiting), we ask that you quarantine at home for 14-days or provide a physician note indicating an alternate explanation for the illness and/or negative COVID-19 test before returning to the gym.
- If your child or a member of your immediate family tests positive for COVID-19, we require you to quarantine for 10 days, be fever free for 48-hours, and have improving symptoms prior to returning to the gym.

# **INJURIES**

In the event of a student injury, let our coaches know the diagnosis once your child has been seen by a physician. Injured students must have a note from their physician clearing them to return to gymnastics before we allow them to come back and train. As an option, if you would like the contact information of reputable sports physicians, please let us know, as we have several we would recommend, however it is not required to use our recommendations.

# PRIVATE LESSONS

# **PRIVATE LESSONS**

A private lesson is a specialized individual training from coach to student with the intent for the student to obtain specific goals they wish to accomplish. We highly recommend private lessons only for students with the age, maturity, and those who are willing to put in the hard work, sacrifice, and dedication to accomplish their set goals.

Private lessons are for members of our gym only. If your child is not a member and not already enrolled in one of our class programs, we do require you to set up an account, enroll as a private lesson student, and pay the annual \$29 insurance fee/membership fee. This is a reoccurring fee that will be charged to your account annually on your anniversary date. If you stop taking private lessons, you will need to notify the gym to be removed from your private lesson enrollment to avoid any further charges to your account. This fee is in addition to the fees you will pay directly to the coach for the private lessons.

Iron Cross plays a third-party role in private lessons. We allow our instructors to run their own private lessons on their own time, leasing the space and equipment from us. The customer will pay the coach or trainer directly by means of cash or check. Unfortunately, we do not accept credit cards since this is a direct transaction between the customer and the coach.

If you wish to book a private lesson or would like our staff members to reach out to you, call our office and let us know that you are interested in private lessons. If you have a specific coach in mind, they will have the coach contact you and set up details. If you don't have a specific instructor in mind, our office staff can help find one that would be a good fit for your child and their goals. It is highly recommended that private lessons are used in addition to taking a class and not used instead of taking a class.

# To book a private lesson:

- 1. Call our front desk: 281-342-4766 (IRON)
- 2. Get your Private Lesson Membership set up (this only applies for non-members) and pay your \$29 annual insurance fee/membership fee
- 3. Let our staff know what coach you would like, or we can recommend one for you
- 4. Our coach will call you within 24 hours
- 5. You and our coach will handle all scheduling and communication from that point on.

# STUDENT ADVANCEMENT, COMPETITIVE TEAMS

# STUDENT ADVANCEMENT

All advancements are assessed individually throughout the year. Iron Cross uses a curriculum that is customized specifically for our business and follows USA Gymnastics rules and guidelines. We do skill check assessments every six week and update each student's file.

Our curriculums are based on three categories: skills, strength, and maturity. All three categories must have positive ratings for our staff to recommend moving a student to the next level. Sometimes talented students must stay back until they have the maturity to be able to listen and follow directions. We have a scale rating between 1 and 3 stars for each category. When a child is at 85% or higher in all three categories, our staff will recommend moving to the next level.

# **COMPETITIVE TEAMS**

We host open tryouts for anyone that is of age six and above once per year. This usually happens in late spring. To find out when our next team tryout will be, check the calendar on the website or ask one of our office team members. Outside of tryouts, our coaches are always on the lookout for students they see as potential team members. They look for skill as well as strength, coordination, passion, and maturity. Coaches are also looking for children who have a love for the sport and follow directions well.

Team is by invitation only, if you would like your child to be considered for team, a team director will evaluate.

\*Children are not eligible to compete until the age of 5 Steps for becoming a competitive athlete:

- 1. Start with a weekly recreational gymnastics class, spending one or two years in our program.
- 2. Kids who display enthusiasm, passion, high levels of strength, skill, and flexibility are recommended by their child's coach to our team director.
- 3. Our team director will reach out to the parent of the student. The director will set up a meeting as well as evaluate the student.
- 4. If the team director feels the child is ready, the coach will put a plan in place for the parent and helps them with the next steps in joining the team.

# DROP OFF PROCEDURE, SMOKE FREE FACILITY, LOST ITEMS, GUN POLICY, PICTURES POLICY

# STUDENT DROP OFF PROCEDURE

If your child is 6 years old or above, parents are welcome to drop off at the beginning of class and return to pick up their child at the time when class is ending. Parents must come inside to pick up their child. We do not let children go out into the parking lot unattended to wait for their ride. Customers are not allowed to park in front of the doors and wait for their child to come outside. Please Park and come inside to pick up your child. If your child is in our Pre-School "Beginnings" Program, we require the parent to stay at our facility during their child's class in case of bathroom needs, behavioral issues, or emergencies.

### SMOKE FREE FACILITY

Iron Cross property is considered a smoke free zone. No smoking is permitted in the building or on the property. We want to be considerate for the health and well-being of our students and customers.

### **LOST ITEMS**

If an item is lost at our gym, please ask the front desk where the lost and found is located. Every three months we donate unclaimed items to Purple Heart or the Salvation Army. We do understand some children having cell phones and we provide cubbies in the gym area for our students to put their shoes, socks, phone, etc. Iron Cross is not responsible for students' belongings and will not be held liable for lost or stolen items.

### **GUN POLICY**

To ensure a safe environment for all Iron Cross students, families, and staff members, all weapons or firearms of any type must be a legal, holstered weapon and visible always. Concealed weapons are prohibited on the premises, inside and outside the facility. For more information, please visit https://txapps.texas.gov/txapp/txdps/ltc/

# **MARKETING/PICTURES POLICY**

We periodically take pictures of students at our events and classes for marketing at Iron Cross. An agreement is signed by the parent in the Iron Cross Rules, Terms and Conditions. If you would prefer your child's picture to not be taken, please let management know.

# RHYTHMZ MUSIC PROGRAM POLICIES

### TUITION

Tuition is based on an average of 4 classes/month based on your starting date. Each customer will receive an average of 4 classes/month for one class per week memberships. Tuition is not pro-rated for missed classes or holidays. Please remember that holidays and other times the business is closed are built into the annual premium. Regardless of the number of classes in any one month, you will have an average of 4 classes/month.

Tuition will be auto drafted on the 1st of each month. Membership fees and tuition is due in advance and are non-refundable after the first 30 days.

# **ABSENCES**

Rhythmz classes are private instruction and makeup lessons are not provided for student absences. If your child's teacher is absent, a substitute will be provided. In the case that we are not able to provide a substitute teacher, a make-up lesson will be scheduled.

### **ATTENDANCE**

We ask that students do their very best to be on time to class. If a student is late to class their class time is shortened and we are not able to go past the scheduled time.

# **REQUIRED MATERIALS**

It is extremely important to bring the required materials to class each week. A list of required items is as follows...

- Students' current curriculum book.
- Students 3-Ring Binder with our course materials in them. (We sell our prepacked "Rhythmz" 3-ring binder with student/teacher materials all pre-packed for \$12)
- A pen or a pencil to write with.

# **Piano Materials**

Alfred's, Faber, Bastien, and Suzuki for course material and we also provide outside materials that we both outsource and create ourselves.

### **Guitar Materials**

Hal Leonard, and we provide inhouse supplemental materials

### **Vocal Lessons**

Cheryl Porter curriculum and we provide in house supplemental materials

# RHYTHMZ MUSIC PROGRAM POLICIES

### **ADVANCEMENT**

All courses including Piano, Vocal, and Guitar, follow a set curriculum for advancement. Depending on the age and general abilities of each student individually we allow teacher discretion as to what materials are being used.

### **RECITALS**

We will host two formal recitals per year for students to participate in. One will be in the Spring and the other will be in the fall.

# **PUTTING A MEMBERSHIP ON HOLD**

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To put your membership on hold, you must go online to www.ironcrossgymnastics.com and complete our hold/drop request form found under the info tab on the main page. Please call our office at 281-342-4766 (IRON) if you need help. Once your hold request is received you will receive an email confirming that your account has been put into an inactive status. If you have a balance remaining, this must be paid before going on hold. Your last month deposit will stay on file with us and can be applied to your child's account when you would like to re-enroll. Last month deposits must be used for your last month of classes and never qualify for refunds.

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### DROPPING YOUR MEMBERSHIP

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# **AUTO-BILLING AGREEMENT**

### **AUTO-BILLING AGREEMENT**

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties. I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a 30 day written notice is required to terminate billing, and I am responsible for payment whether or not my student attends classes, until I notify this facility in writing to drop my student from class(es). Iron Cross Gymnastics and Dance requires all members to have a credit or debit card on file that will be used to bill monthly tuition/membership dues and any other balance that is outstanding on the members account, on a monthly rolling cycle that starts on the 1st. of every month. If a customer makes a payment before the 1st. of the month for the upcoming charges due, they will not be billed on the 1st. as their account would reflect a balance of zero due to the prepayment made. This is a mandatory policy that is in place to protect our business from having to have a collections department to deal with accounts receivables on a 30 day rolling cycle. Should I dispute a charge through my financial institution, this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

# WAIVER OF LIABILITY

IRON CROSS WAIVER OF LIABILITY

Acknowledgement of Risk and Waiver of Liability: as legal the guardian of my designated student(s), I hereby consent to the aforementioned person(s) participating in the Iron Cross Gymnastics Programs. I recognize that potentially severe injuries, including permanent paralysis or death can occur in any activity involving height or motion, including karate, dance, gymnastics and related activities to include tumbling and trampoline. I understand that it is the express intent of Iron Cross Gymnastics to provide for the safety and protection of my child and in consideration for allowing my child to use these facilities. I hereby forever release the Iron Cross Gymnastic, its officers, employees, teachers, and coaches from all liability for any and all damages and injuries suffered by my child while under the instruction, supervision, or control of Iron Cross Gymnastics. As legal guardian of the aforementioned person, I hereby agree to individually provide for the possible future medical expenses which may be incurred by my child as a result of any injury sustained while training at, or performing for, Iron Cross Gymnastics. This acknowledgement of risk and waiver of liability, having been read thoroughly and understood completely is signed voluntarily as to its content and intent. Photo release: I hereby give my permission for Iron Cross Gymnastics to use pictures and videos taken during classes and events, such as PNO and Open Gym that may have my child in them for Website and Advertisement use. Permission to Treat: I hereby give my permission to trained medical professionals to administer emergency medical treatment to my child should sickness or accident occur in my absence. WAIVER AND RELEASE OF LIABILITY: In consideration of the risk of injury while participating in any type of gymnastics or dance class, competitive teams or programs, open gyms, birthday parties, or any event medical treatment to my child should sickness or accident occur in my absence. WAIVER AND RELEASE OF LIABILITY: In consideration of the risk of injury while participating in any type of gymnastics or dance class, competitive teams or programs, open gyms, birthday parties, or any event associated with Iron Cross Gymnastics and Dance and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in any of the aforementioned activities, and do hereby release and forever discharge owners Jeremy Alspaugh and Grant Qualls and Iron Cross Gymnastics LLC. and any of its affiliates, partners, or employees, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to any type of illness, disease, physical or psychological harm, paralysis, death, bodily or property damages, or economical or emotional loss, that I or anyone in my family, may suffer as a direct or indirect result of my, anyone in my family may suffer as a direct or indirect result of my, anyone in my family, or anyone I bring to participate or observe the classes and or programs for preschool gymnastics, pereschool fitness, preschool dance, recreational gymnastics, open gyms, birthday parties, parent night outs, dance recitals, special events, or any events hosted or put on by us located at The Physical Facility (225 Gonyo Ln, Richmond TX, 77469) Any Satellite Campus, any Event location, any Volunteer or Outreach location, or any location whatsoever in Texas Or Any State or country in which any member of my family or participate in thoose to bring to participate or observe may be present to participate in Or Any State or country in which any member of my family or person I choose to bring to participate or observe may be present to participate in or observe any activities held by or in any relation to Iron Cross Gymnastics LLC. whether in person or through digital means including but not limited to pre-recorded classes, online live private or group lessons, or written instruction I choose to participate or observe in my home or any location I choose to visit, including traveling to and from any event related to this Activity related to this Activity.

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I am aware and acknowledge that COVID-19, any currently existing strands, and/or any strands of the coronavirus or any virus or sickness that may develop in the future, are highly contaglous and can result in hospitalization of death. Totough the owners and staff of fron Cross of the strands and can result in hospitalization of death. Totough the owners and staff of fron Cross of the strands and can result in can result in the strands and can result in contracting of COVID-19 or any other virus or illness; I am voluntarily participating in the aforementioned activities at my own risk and fully understand and acknowledge the risk that I am taking. I am committed to personally practice and to teach my children and anyone whom I choose to bring to the facility or any affiliated locations to practice any and all safety recommendations of our local, state, and federal government, including but not limited to proper personal hygiene and hand-washing practices, proper respiratory etiquette, and respectful execution of others' social distancing boundaries at all times. I also agree to respectfully and thoroughly abide by any and all hygiene or preventive measures, policies, or requirements that Iron Cross Gymnastics and Dance has or may in the future choose to put into place for the safety of its owner, staff, partners, affiliates, members, visitors, or associated families either as required by law, suggested by government, or at its own discretion. I understant har failure to practice th employees

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I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Iron Cross Gymnastics LLC, its owners and any of its affiliates or employees AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Iron Cross Gymnastics LLC, its owners, and any of its affiliates or large and control of the extent of the ext Iron Cross Gymnastics LLC, its owners, and any of its affiliates or employees FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent Iron Cross Gymnastics LLC, its owners, and any of its affiliates or employees FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Jeremy Alspaugh, Grant Qualls, and Iron Cross Gymnastics LLC. and any of its affiliates or employees, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Owners and Iron Cross Gymnastics LLC and any of its affiliates or employees agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced written, construed and enforced as so limited. In the event of an emergency, I have provided the appropriate emergency contact upon enrollment. I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.PARENT / GUARDIAN WAIVER FOR MINORS In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows: I hereby certify that I am the parent or legal guardian of the enrolled student in this membership contract, and do hereby give my consent without reservation to the foregoing waiver and all of its content on behalf of this individual

# CUSTOMER FEEDBACK, CUSTOMER REVIEWS, MANAGEMENT TEAM

### **CUSTOMER FEEDBACK & REVIEWS**

Our top priority is and will always be to work hard towards our company mission each day. We are so grateful for our customers and truly seek your feedback. The only way for us to grow, change, and evolve is to understand how we are doing through the eyes of our customers. We have put a system in place to make sure that you can give us true feedback in the following areas:

- · Clear, concise, and prompt communication
- Gym cleanliness
- Organizational skills and structure
- Cultivating relationships with our families
- Building strong relationships based on trust with our students
- Ability for our coaches to inspire our students
- Progress, learning, and ability to teach effectively in a positive and motivating manner
- Suggestions or concerns
- Praise if you think our staff is doing a good job (most of the opportunities provided to our coaching staff are dependent on measurable customer satisfaction)

To fill out a customer survey:

- 1. Go to www.ironcrossgymnastics.com
- 2. Click on the INFO tab
- 3. Click on customer satisfaction survey

To fill out an online customer review:

- 1. Go to google and type in Iron Cross
- 2. Click on "write review"
- Click submit

### IRON CROSS MANAGEMENT TEAM

Dani Donnelly - General Manager (Dani@ironcrossgymnastics.com)

Nicole Castiglioni – Marketing Director (infofornicole@ironcrossgymnastics.com)

Jeremy Alspaugh - Owner - (Jeremy.owner@ironcrossgymnastics.com)

We are so glad that you have decided to become a member of the Iron Cross Family! We hope that you will find your experience with us both unique and rewarding! We truly look forward to serving you and making an impact in the lives of both your children and your entire family!