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# **PRESCHOOL**

## **AGES 3 – 5 YEARS OLD**



### **Registration Forms and Parent Handbook**

### **Summer Camp Program**

**Fayetteville Athletic Club**  
**Kids Fit Fun FACTory**  
**2920 East Zion Road**  
**Fayetteville, Arkansas 72703**  
**Club Phone: 479 - 587 - 0500**  
[www.fayac.com](http://www.fayac.com)

## KIDS FIT FUN FACTORY PARENT HANDBOOK

### Mission Statement

On behalf of the Fayetteville Athletic Club (FAC), we would like to welcome you to the Kid's Fit Fun FACTory. Our goal is to nurture the development and growth of healthy children and families. We seek to offer young children a developmentally appropriate curriculum that focuses on each child's unique development while considering the needs and dynamics of the entire group. Experiences and activities will contribute to each child's age appropriate development. We strive to enrich children's lives through fitness concepts, positive social engagement, community service and educational concepts all while preparing them for a happy, healthy future. The following policies and procedures are designed to help your family become more familiar with our program. Please read these guidelines and return the attached form.

### Admission Policies

Kid's Fit Fun FACTory admits children of any race, religion or national origin. To ensure the most supportive setting possible, children with special needs and children with physical handicaps will be considered on an individual basis. Prior to enrollment, parents should meet with the Director and provide the staff with the results of any developmental or educational assessments.

**ALL CHILDREN IN OUR JUMPSTART PRESCHOOL PROGRAM ARE REQUIRED TO PROVIDE CURRENT SHOT RECORDS PRIOR TO ADMISSION ON THE FIRST DAY OF CAMP.**

### *Arrival & Pick-up:*

- Unless otherwise specified, all students must arrive on time. Each student will be signed in by a parent or legal guardian, and then checked-in by FAC teacher/counselor. We ask that all campers are dropped off no later than 8:45 AM as many of our field trips require a 9:00 AM departure. Limitations such as transportation or maximum participant limits per day at the field trip location will determine the field trip schedules. If your child arrives late and the transportation for the field trip has already departed we may not be able to place your child in a field trip on an alternate day. For your child's personal happiness in camp, we ask that you please arrive no later than 8:45 AM each day.
- All children must be signed out by a designated parent or guardian each day. Please notify the Director in writing if someone other than a previously authorized adult will be picking up your child. We ask that every adult authorized to pick up a child bring a photo I.D. If your child is to be absent, please call and notify the Director.
- If your child remains at FAC longer than 10 min past their scheduled pick up without prior arrangements a \$5.00 charge followed by a \$25/15min charge will be applied and payment is expected at pick up. If a child remains at FAC for over 1 hour past their scheduled time without notifying the Director, or we are unable to contact the parent or other authorized adult, we are required to notify Social Services. Remember that your child, as well as our staff, worries about you when you are late.

### *Meals & Snacks:*

- Snacks will be provided by FAC in accordance with USDA and DHS guidelines.
- If your child has allergies to specific foods, we will work with you to provide appropriate snacks
- You are required to provide a nutritious lunch that includes all food groups. Preschool students are required to have a liquid milk or milk substitute available every day.

- **FAC is a PEANUT FREE FACILITY.** Please double check pre-packaged lunches (Lunchables) for peanut products. Peanut items will be thrown away, and if a replacement item is necessary you will be charged for any item provided by FAC.
- For sanitary purposes, please pack all lunches in an insulated lunch box and a refillable drink container labeled with your child's name.

**Medications and illness:**

- If your child has prescribed medication that must be administered during the hours of their program, please arrange with the Program Director prior to the beginning of camp. Only non-temporary medications will be administered.
- Medication must be kept in locked box at FAC and taken home at end of each day. Medications will only be accepted if accompanied by doctor detailed instructions, and medication release form signed by parent/guardian.
- Sunscreen is considered a medication. Please apply sunscreen to your child before s/he comes to FAC. If you wish to have sunscreen reapplied to your child, a permission slip must be signed (attached), the aerosol sunscreen must be labeled with child's name. We are outside often, so expect to provide 1 aerosol can per week, per child.
- For the safety of all campers, we require all children to be fever free for at least 24 hours prior to returning to camp.

**Accidents & Incidents:**

- We classify our communication with parents as an incident or accident. Accidents are considered unintentional events requiring first aid. Incidents may be classified when one child hurts another child or when a child's behavior is in violation of our policy. We will **not** provide the name of any other child(ren) involved in an accident or incident on the form(s) that we ask you to sign.
- If the injury is serious in nature requiring more than basic first aid, we will call emergency medical services.

**Behavior Guidance Policy:**

- Discipline shall be individualized and consistent for each child. It shall be appropriate to the child's level of understanding and directed toward teaching the child acceptable behavior and self-control.
- Physical Punishment SHALL NOT be administered to children, by staff or parents.
- The length of time a child is placed in Time-Out shall not exceed one minute per year of child's age.
- The following methods of behavior guidance are practiced:
  - Praise
  - Clear Guidance
  - Redirection
  - Time-Out
- For the well-being and safety of ALL children there will be ZERO tolerance for physical violence or bullying (verbal or physical).
- If a child does not respond to redirection or clear guidance, the child behavior will be documented.
- If the behavior does not improve the parent will be contacted. Then the following procedure will be followed.
  - 1<sup>st</sup>—Written Warning (Incident Form)
  - 2<sup>nd</sup>—Parent/Guardian Conference, Loss of Special Event Privilege
  - 3<sup>rd</sup>—Suspension for up to 1 week to be determined by Director – a refund will not be given if your child is involved in physical violence or if your child uses inappropriate language.
  - 4<sup>th</sup>—Expulsion from FAC Camp

Please review this policy with your child. Thank you in advance for supporting our program in ensuring we put the safety and welfare of the children first and foremost.

***Electronics Policy:***

- **ALL FACTORY PROGRAMS ARE ELECTRONICS FREE.** Children are not permitted to have cell phones, Ipods (MP3 Players), I Pads, Tablets, gaming devices, etc. while they are participating. We ask that you leave ALL valuables at home; FAC is not responsible for lost, damaged, or stolen items. There is a “Lost & Found” located in the Kids FACtory, in the main club and near the pool for your convenience in retrieving lost items. These items will be donated/discarded in a timely manner.

***Arkansas Department of Human Services (DHS):***

- FAC’s Kids Fit Fun FACtory Summer Camps, After School, & Jump Start Programs are licensed by DHS, and adhere strictly to all licensing requirements.
- Mandated Reporter—It is a requirement of DHS that any signs of suspected child abuse be reported to the Division of Children and Family Services (DCFS). If an employee suspects any child abuse or neglect he/she is required to file a report and call the Crimes Against Children Hotline at 1-800-482-5964. The proper authorities will then intervene and conduct an investigation. Our licensing also stipulates that any staff member or child enrolled in the licensed program may be subject to an interview by DHS officials.
- All children who enter the program are subject to backpack searches per DHS regulations.
- FAC hires only qualified staff over the age of 18, drivers are required to be 25 or older. We perform background checks on all employees working in licensed programs. Staff members will be certified in CPR and First Aid and must complete 15 hours of professional development annually.

***Field Trips***

- Throughout the summer we will be taking 1 field trip per week. We will also have one, on-site party per week for our preschool campers ages 3-5 years. Please plan to bring your car seat or booster seat on our field trip days. We will transport our campers with 15 passenger FAC vans. All field trips will include time at the park for lunch. Our goal will be to return by 1:30 PM on field trip days so that the kids can have time for a nap.

***Swimming***

State ratios are extremely low for any pool activities for 3-5 year old campers. Therefore, we will not take the campers swimming. We will use water toys in our playground at least once per week. Your teacher will let you know each week which day water day(s) will be.

***Swim Lessons***

Your campers do have the option of attending swim lessons during the camp day. Our swim instructors will come to your camper’s class and escort them to their swim lesson. All group swim lessons are offered Monday – Thursday, with inclement weather make up classes offered on Fridays (weather permitting). If your child is scheduled for a private, semi-private or group lesson during the summer we ask that you please send you child to camp with their bathing suit under their clothes. This will help the transition go much smoother. Please pack dry clothes to change into after their swim lesson.

**AGES 3 - 5**



**CAMPER NAME:** \_\_\_\_\_

**CAMPER BIRTHDATE:** \_\_\_\_\_ **AGE:** \_\_\_\_\_



## CHILD PERSONAL DATA SHEET

<b>Date of enrollment:</b>	month	day	year	<b>Date of discharge:</b>	month	day	year
<b>Child's Name:</b>				<b>Date of birth:</b>			
Primary Caregiver Name:				Relationship to child:			
Home Address:				City		State	Zip
Cell Phone:		Work Phone:		Email:			
Place of employment:				Work hours:			
Secondary Caregiver Name:				Relationship to child:			
Home Address:				City		State	Zip
Cell Phone:		Work Phone:		Email:			
Place of employment:				Work hours:			

### EMERGENCY CONTACT INFORMATION

<b>Name of person to call if parents can not be reached</b>	<b>Relationship to the child</b>		
Home Address:	City	State	Zip
Cell Phone:	Work Phone:	Home Phone:	
<b>Is this person authorized to take the child from FAC? CHECK ONE</b>			
<input type="checkbox"/> YES		<input type="checkbox"/> NO	

### LIST ALL OTHER ADULTS WHO ARE AUTHORIZED TO TAKE THE CHILD FROM FAC

NAME	PHONE #	RELATIONSHIP:
NAME	PHONE #	RELATIONSHIP:
NAME	PHONE #	RELATIONSHIP:
DAYS ATTENDING (CIRCLE): MON TUE WED THU FRI		TIME:

### MEDICAL INFORMATION

If child is to receive specific medication while in our program, please fill out attached required form

ALLERGIES:	MEDICATIONS	EPI PEN?
PHYSICAL OR EMOTIONAL CONCERNS YOUR CHILD MAY HAVE:		
OTHER CONDITIONS OR COMMENTS		
SPECIAL FOOD NEEDS:	PRESCRIBED DIET:	

### NAMES/AGES OF SIBLINGS

SIBLING NAME	AGE	SIBLING NAME	AGE
SIBLING NAME	AGE	SIBLING NAME	AGE
SIBLING NAME	AGE	SIBLING NAME	AGE

### MEDICAL HISTORY

NAME	YES	NO	NAME	YES	NO	NAME	YES	NO
Measels			Mumps			German Measels		
Chicken Pox			Whooping Cough			Positive TB Test		
Defective Heart			Sun Sensitivity			Feinting spells		
Frequent Ear Infection			Frequent Throat Infection			Frequent Colds		
Diabetes			ADD/ADHD			Temper Tantrums		

### CONSENT

Child's Physician or Emergency Treatment Facility:	Phone #		
Street Address	City	State	Zip
Hospital Emergency Room choice is:			

I, \_\_\_\_\_, mother/father/guardian (circle one) of \_\_\_\_\_, do hereby give my consent to the Director of the Child Care Facility, or his/her representative, for said child to receive medical or surgical aid as may be deemed necessary and expedient by a duly licensed or recognized physician or surgeon in case of emergency when parent/guardian can not be reached. Consent is also given for the Director or his duly appointed representative to transport said child for emergency medical treatment, if the parents cannot be reached.

Signature:	Date:
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Child's Name: \_\_\_\_\_

**CONSENT**

I hereby give \_\_\_\_/do not give \_\_\_\_ the Director of the Child Care Facility or his appointed representative permission to give my child, \_\_\_\_\_, Acetaminophen. I understand I will be notified if that medication has been administered.

Signature:

Date:

**CONSENT**

I hereby give \_\_\_\_/do not give \_\_\_\_ written permission for the use of suntan lotions/sunscreen for my child in permit able weather. In accordance with Minimum Licensing Requirements: DCCECE/Child Care Licensing Unit: 1100.1101.17

Signature of Caregiver:

Date:

**ACKNOWLEDGMENT**

This is a statement of verification that I have been informed that child care licensing/ child maltreatment investigators and/or law enforcement may possibly interview my child for the purpose of determining licensing compliance or for investigative purposes. This is in accordance with Minimum Licensing Requirements: DCCEDE/Child Care Licensing Unit: 200.201.4

Signature:

Date:

**ACKNOWLEDGMENT**

This is to acknowledge that I have received and will comply with the rules as stated in the Kids Fit Fun FACTory Parent Handbook.

Signature:

Date:

**ACKNOWLEDGMENT**

This is a statement of verification that I have been informed of the behavior guidance policy practiced.

Signature:

Date:

**ACKNOWLEDGMENT**

I, the parent/guardian of this child, understand that I may ask for a conference with the caregiver(s) as needed.

Signature:

Date:

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, verify that this form is complete in its entirety and that the parent handbook was given.

Signature:

Date:

Child's Name: \_\_\_\_\_

DISCIPLINE POLICY	
<p>The discipline policy of the Fayetteville Athletic Club Kids Fit Fun FACTory will be that anytime a child's behavior jeopardizes the safety of him/herself, others, or is acting in a disruptive manner the child will be removed from the class or program. The FACTory uses a timeout situation to encourage good behavior. A child who has to take a time out will be taken out of class participation and must sit alone quietly under staff supervision for 1 minute for each year of age. After the second offense another time out will be given. Following a third offense the child is sent home for the remainder of the day. Also, the parents and the child will have to schedule a conference with the director to discuss the problem. Continuous or more serious behavioral problems may result in termination from the Kids Fit Fun FACTory program.</p>	
<p>I, _____, Parent/Guardian of _____, have read, understand, and agree with the Fayetteville Athletic Club Kids Fit Fun FACTory Discipline Policies.</p>	
Signature: _____	Date: _____

BILLING POLICY		
<p>Kids Fit Fun FACTory programs will not admit a participant without Payment Agreement &amp; Registration forms completed by bill payer and registration fees are paid. Each program may have separate and different fees and policies. Program costs are not affected when children cancel or miss days for which they are registered. No substitutions can be made for missed days. Drop in days are not available and children can only attend camp on days which they are registered and paid for. Payment must be made before child can attend camp. Non-payment by due dates will result in forfeit of campers space in our program. Memberships, private lessons, personal training, and special programs are not included in fees but discounts may apply.</p>		
<p><b>FAC member discounts are only applicable if the child holds a "Junior Membership".</b> FAC member discounts are void and additional charges will occur if membership is canceled during the time of camp attendance. The non-member rate will be charged to your account retroactively. Changes or cancellations in any registration must be made in writing to the director. This does not guarantee refund or credit of payments that have been made or cancellation any outstanding balances. A \$25 fee is charged to any returned payments. Any payments made after a returned payment must be in cash or money order form. Failure to comply with payment will result in suspension of the participant. Non-payment after 60 days of billing date may be subject to collection agencies. Fayetteville Athletic Club accepts cash, money order, checks, Visa, Master Card, Discover, American Express. FAC will not accept any temporary checks. Monthly auto draft and FAC club account charge is not available for weekly programs such as camp. For your convenience, a weekly draft may be set up on credit/debit card only. Parents may authorize camp participants to charge accounts for additional luxuries such as water bottles, sports drinks and snacks at the pool side café and/or Cadence Café.</p>		
<p>I agree to abide by the Billing Policy that has been presented to me by the Fayetteville Athletic Club. I hereby acknowledge that all information provided by the undersigned is accurate and that I have read and understand the preceding prior to the signing and agree to all terms outlines above. I understand that the policy may change under the discretion of the billing office and/or Director of the program.</p>		
<b>Name - please print</b>	<b>Signature</b>	<b>Date</b>

Fayetteville Athletic Club Kid's Fit Fun FACTory Waiver Release Statement		
<p>No child will be admitted into any FAC program if this form is not signed by a parent/legal guardian. By signing this form, you are releasing all claims for injury you or the participant might sustain through any of our programs. I agree to assume full risk and to waive, relinquish, and release all claims I and or the participant may have against, indemnify, hold harmless, and defend the Fayetteville Athletic Club. This release includes as well FAC officers, agents, servants, and employees from such claims resulting from injury, damages, or loss sustained on account of participation in this FAC program or event. I understand that I am responsible for all personal insurance and the participant's family must cover any medical costs incurred. I also understand that every precaution is taken to protect the safety of each participant. I agree to emergency treatment by a physician or hospital in the event that I or the emergency contact listed cannot be reached.</p>		
<b>Name - please print</b>	<b>Signature</b>	<b>Date</b>





# Summer Camp 2019 Registration Form Ages 3-5 years



CHILD'S NAME (and nickname if applicable):		Circle one: Male Female	Camper age:	Birthdate:	SHOT RECORDS ATTACHED Campers attending this camp must present a current shot record during registration.	
Child's Street Address		City:		State:	Zip:	
Primary Caregiver Name:	Email:	Relationship	Work phone:	Cell phone:		
Secondary Caregiver Name:	Email:	Relationship	Work phone:	Cell phone:		
Emergency Contact Name:	Email:	Relationship	Work phone:	Cell phone:		
Medical Emergency Information - please check all that apply and write any special instructions needed for our staff to properly care for your child.	Special instructions:	<input type="checkbox"/>	Rescue Inhaler	<input type="checkbox"/>	Diabetic insulin	
		<input type="checkbox"/>	Epi-Pen/Epinephrine	<input type="checkbox"/>	Antihistamine	
<input type="checkbox"/> \$35 REGISTRATION FEE PAYMENT ATTACHED - (Includes camper shirt and supplies)			<input type="checkbox"/>	FAC Junior Member	<input type="checkbox"/>	Non Member

All campers in this age group must be completely toilet trained to attend camp. Check the camp weeks you will be attending. The first week of camp that your child will attend must be paid in full. All other weeks may be reserved by placing a \$20 deposit on the week to hold your spot.

Week #	Dates:	Field trip location	Deposit Amount	Member Rate	Non-Member rate
Week 1	May 28 - 31, 2019 (closed Memorial Day)	Chuck E Cheese and Gulley Park	Week 1 or your first week of camp must be paid in full	FULL TIME - 5 DAYS Member Rate: \$127 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$151 CHOOSE 3 DAYS Non-Member rate: \$135
Week 2	June 3 - 7, 2019	Lokomotion	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 3	June 10-14, 2019	Fun City	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 4	June 17-21, 2019	Willie George Park and Maggie Moo's	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 5	June 24-28, 2019	Amazeum and Austin Baggett Park	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 6	July 1, 2, 3 & 5, 2019	Roger's Splash Pad & Pavilion	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$127 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$151 CHOOSE 3 DAYS Non-Member rate: \$135
Week 7	July 8-12, 2019	Fast Lanes & Golf Mountain	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 8	July 15-19, 2019	Altitude/ Shave the Planet and Veteran's Park	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 9	July 22-26, 2019	Terra Studios	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 10	July 29 - Aug. 2, 2019	Turpentine Creek	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135
Week 11	August 5-9, 2019	Malco Theater/ Wilson Park and Braum's	Deposit: \$20	FULL TIME - 5 DAYS Member Rate: \$159 CHOOSE 3 DAYS Member rate: \$115	FULL TIME - 5 DAYS Non-Member Rate: \$189 CHOOSE 3 DAYS Non-Member rate: \$135

Sibling discount for 2nd, 3rd, 4th family members @ \$5 off per week -one discount per child.

Circle all applicable weeks 1 2 3 4 5 6 7 8 9 10 11

METHOD OF PAYMENT:			
Name on credit card	Card #	Expiration date:	
Name on check	Check amount: \$	Check #	Cash amount paid: \$
Card on file for weekly balance: Name on card	Card #	Expiration date:	Card CVV:

Initial I understand that in order to reserve my child's place in camp, I must pay my first week in full and each subsequent week I must place a \$20 deposit to hold my child's reservation in camp. I understand that I must place a credit/debit card on file to draft the balance each week. Deposit's may be transferred to a different week with a 2 week minimum notice. If your camper does not attend the camper week, your deposit will be forfeited.

Initial I understand that the draft will take occur each Wednesday prior to the camp weeks that I have indicated above. The credit/debit card that I have placed on file will be drafted for the upcoming week's balance each Wednesday prior to the start of the camp week. All alternate forms of payment must be provided no later than Tuesday at 6:00 PM for the upcoming week.

Please ensure that your camper is checked in by 8:45 AM daily. Many of our field trips will depart promptly at 9:00 AM.

We are peanut free facility. Please bring a Peanut-Free Lunch, a refillable water bottle and nap bedding - sheet, light blanket and pillow. We will provide 2 snacks daily. Label all of your camper's belongings. Please ensure that your child is dressed appropriately for any weather conditions and for physical activity (Tennis Shoes, comfortable clothes). Preschool children will not be swimming. Instead, we will have a fun water day every Friday. Please leave all electronic devices at home. We are not responsible for lost or stolen items.

I agree to assume full risk and release all claims I and/or the participants may have against the Fayetteville Athletic Club (FAC), The Kids Club Fit Fun Factory including it's agents, servants and employees, from such claims resulting from injury, damages or loss sustained during participation in any FAC off site parent program or event. I understand that I am responsible for all personal medical insurance and the participant's family must cover any cost incurred. I also understand that every precaution is taken to protect the safety of all participants. I agree to any emergency treatment by a physician or hospital in the event that the emergency contact listed above can not be reached.

I understand that my child will be attending the field trips listed above and will be transported by the FAC vans. I grant the Fayetteville Athletic Club team permission to transport my child to/from these locations. I also understand that I may NOT pick up my child from the field trip location(s). On field trip days please bring a car seat. If your child currently uses a booster seat, you will not need to bring that with you as we have booster seats provided in our vans.

Signature of Parent or Guardian:	Date:
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**PHOTOGRAPHY DISCLAIMER AND RELEASE FORM (MINOR CHILD)**

We will be taking pictures throughout the year to catch the overall action and adventure of our Kids FACTory programs. Whenever possible, we will make these images available to the parents/guardians. Please read and sign the following release form for your child(ren)

1. For good and valuable consideration received to my satisfaction, including but not limited to the ability of my minor child to appear in one or more videos or pictures to be displayed on the [www.fayac.com](http://www.fayac.com) website (the "Website") in furtherance of one or more projects in which he or she is participating (each a "Project"), I hereby grant, on behalf of myself and my minor child, to **Fayetteville Athletic Club**, 2920 East Zion Road, Fayetteville, AR 72703 (the "FAC"), and their respective officers, directors, agents, employees, licensees, successors and assigns the following: (a) The right to use my minor child's picture, likeness, images and other visual or audio reproductions by film, photograph or otherwise (collectively referred to as the "Images and Reproductions") in connection with any videos or photographs to be posted on the Website in connection with any Project.  
(b) All rights of every nature whatsoever in connection with use of the Images and Reproductions in the Project including without limitation all copyrights therein, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit the Images and Reproductions in whole or in part, in perpetuity throughout the world in any and all media, whether now known or hereafter devised, in connection with, the marketing, publicity and promotion of FAC, the Website or any of the Projects. In this respect, I agree that FAC may edit, alter, reproduce or otherwise change the Images and Reproductions for any such purpose. I acknowledge that my minor child and I shall have no ownership, authorship or moral rights in the Images and Reproductions or any part thereof. I hereby waive any and all rights to inspect or approve the use of the Images and Reproductions for any reason.
2. On behalf of myself and my minor child, I hereby release FAC and their respective officers, directors, agents, employees, licensees, successors and assigns from any and all claims, losses, damages or liabilities of any kind, which my minor child and I, or any of our heirs, representatives, successors and assigns, may now, or at any time in the future, have or claim to have arising out of or relating to the filming, recording, broadcasting, distribution, exhibition, advertising, or other exploitation of the Images and Reproductions, including but not including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. In this respect, I hereby waive any privacy rights, publicity rights or rights to compensation that I or my minor child may have in connection with the Images and Reproductions.
3. I understand that the consideration received by me pursuant to this disclaimer and release constitutes the full and final consideration for all uses and re-uses of the Images and Reproductions in accordance with its terms.
4. I represent that I am eighteen years of age or older and have read and fully understood the terms hereof.
5. This disclaimer and release shall bind me and my minor child's respective heirs and personal representatives. FAC shall not be obligated to utilize any of the rights granted hereunder. FAC will have the complete artistic and creative freedom, discretion and control of the Images and Reproductions on its Website. This disclaimer and release constitutes the entire understanding with respect to the subject matter hereof and it cannot be amended except by a written instrument signed by the undersigned and FAC.

**Parent or Guardian Signature**

I represent that I am the parent or legal guardian of the minor child who's images and reproductions are the subject of this release and disclaimer. I hereby consent to the use of the Images and reproductions pursuant to the terms herein:

Minor Child Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip \_\_\_\_\_

Date: \_\_\_\_\_ Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Parent Guardian Name (please print) : \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ALTITUDE PERMISSION SLIP PAGE 1 OF 2

FLYING BLIND, LLC – ALTITUDE TRAMPOLINE PARK  
PARTICIPANT AGREEMENT  
WAIVER, RELEASE AND ASSUMPTION OF RISK

**PARTICIPATION IN TRAMPOLINE COURT AND PARK ACTIVITIES ENTAILS KNOWN, ANTICIPATED AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, LANDING IMPROPERLY, COLLISIONS WITH FIXED OBJECTS, MOVING OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.**

By providing my initials above, I acknowledge my understanding and agreement to the foregoing terms  
In consideration of the services provided by **FLYING BLIND, LLC**, a **ARKANSAS** limited liability company, who is the owner and operator of ALTITUDE TRAMPOLINE PARK (the "Park") and my desire to spectate and/or participate in the activities and services provided by **FLYING BLIND, LLC** at the Park today and in the future (**FLYING BLIND, LLC** and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "**Park Owner**"):

I, (**print name**) \_\_\_\_\_, on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

(a) agree to use the Park and its facilities in a safe and responsible manner;  
Initials \_\_\_\_\_

(b) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, (a) I will immediately report my injury to the Park's staff and under no circumstances will I leave the facility without doing so, (b) I will cease all participation in Park activities at that time of sickness, accident or injury, (c) I authorize the Park employees and representatives to obtain and secure, on my behalf, emergency medical treatment and transportation, when deemed appropriate by the Park employees and representatives, and (d) I agree to assume, at my expense, all costs of emergency medical care and transportation;  
Initials \_\_\_\_\_

(c) agree to fully and forever waive, release and discharge Park Owner from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by Park Owner **regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Park Owner**; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, Park Owner or a third party;  
Initials \_\_\_\_\_

(d) agree to indemnify and hold Park Owner harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;  
Initials \_\_\_\_\_

(e) agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;  
Initials \_\_\_\_\_

(f) fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;  
Initials \_\_\_\_\_

(g) agree to (i) watch the Park's safety video before participating in any activity, (ii) attempt only activities that I feel I am capable of performing safely, and (iii) stay in areas that will not place me in danger,  
Initials \_\_\_\_\_

**ALTITUDE PERMISSION SLIP PAGE 2 of 2**

(h) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

Initials \_\_\_\_\_

(i) authorize Park Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that Park Owner will own such Images and I grant permission, without compensation, for Park Owner, or any affiliated party of the Altitude Trampoline Park brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

Initials \_\_\_\_\_

By providing my initials above, I acknowledge my understanding and agreement to the foregoing terms

I agree that any legal proceeding shall be filed solely in the County of **WASHINGTON** and I further agree that the substantive law of **ARKANSAS** shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Park Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: \_\_\_\_\_, 2018

**PARENT OR GUARDIAN CONSENT**

**I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:**

\_\_\_\_\_  
*(Print Your Child's Name)*

\_\_\_\_\_  
*(Child Date of Birth)*

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Park Owner. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian. In the event that I do not have the authority to execute this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees or similar expense.

Dated: \_\_\_\_\_, 2018

**PARTICIPANT/GUARDIAN NAME:** \_\_\_\_\_

*(Signature)* \_\_\_\_\_

*(PARENT/ GUARDIAN NAME Print Name)* \_\_\_\_\_

Relationship to Child: \_\_\_\_\_ Parent/Guardian Telephone Number: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_