



LIABILITY WAIVER; INDEMNIFICATION

- I acknowledge that Proform Tennis Academy is not responsible for any injuries that I may sustain at Proform Tennis Academy's facilities.
- I acknowledge that Proform Tennis Academy is not responsible for items of personal property damaged at, or stolen from Proform Tennis Academy's facilities.
- I represent that I am physically capable of participating in activities at Proform Tennis Academy with our risk to my health and well-being.
- I hereby agree to indemnify and hold Proform Tennis Academy harmless from any and all liability of whatsoever kind in connection with any use of and participation of activities at Proform Tennis Academy.

Participants Name(s): _____

Parent/Guardian Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Emergency Contact: _____ Relationship: _____

Cell Phone: _____

Parent(s) or legal guardian(s) Signature if under 18:

Date this _____ day of _____, 20_____

Client Signature

By signing above, I acknowledge reading, understanding, and agreeing to Proform Tennis Academy's policies and liability waiver; indemnification release form.

TERMS & POLICIES

Season: Start, end, and off dates for all clinics can be found on our [website](#). Please note that the only breaks we observe are Thanksgiving weekend (Thursday - Sunday), and for two weeks at the end of the year. Regularly scheduled lessons will be held at all other times including religious, national, or school holidays and closings. Any exceptions will be noted not that seasons registration form.

Commitment & Registration: The Fall/Winter Season is a 32-week commitment. A player is not officially enrolled in a program without full payment or the required 1/3rd deposit and confirmation of the payment method for the remaining balance. Registration is not final until payment has been processed and an email confirmation has been received from Proform Tennis Academy.

Payment: A completed and signed EFT form is required to authorize Proform Tennis Academy to charge customers on a monthly basis for any One Off Lessons, Drop In Adult Clinics, Per-Time Junior Clinics (includes Matchplay, LaunchPad & Junior Team Tennis Practice), miscellaneous Pro-Shop items, Stringing.

Reservations: PTA requires a form of payment to be kept on file in order to hold any reservations. You may choose to use an alternate form of payment upon arrival prior to taking part in any tennis activity.

Package Lesson Payment: Payment is due in full at the time of purchase. No refunds/credits for any un-used portions of packages. Other restrictions apply, please contact our office for full details.

One Off Lessons/Pay As you Go Clinics/Open Court Time: A strictly enforced 24hour cancellation policy is in place. All cancellations must be made directly with the front desk. Any late cancellations will be charged at the full lesson/clinic rate/open court time rate.

Seasonal Lesson and Junior Clinic Payment Options: Payment is due in full upon enrollment unless the customer has opted for the Auto-Pay plan. Our Auto-Pay plan allows payment in 3 consecutive monthly installments (Fall/Winter Season only) via Amex, Visa, MasterCard, or checking account . A completed and signed Auto-Pay plan form is required for each player requesting this service.

Group Lessons: Group Lesson rates apply during the following times for group, private & semi-private lessons, Monday - Friday 4-5pm. They may also be applied Monday - Friday 9am-11am & 5pm-8:30pm & Weekends 9am-6pm.

Refunds: Fall/Winter Season: Full refund on withdrawals before June 1st, 50% refund on withdrawals June 2nd - August 31st and NO refund and full forfeiture of the entire payment on withdrawals after September 1st. Spring Registrations: No refunds and full forfeiture of the entire payment on withdrawals after May 1st. Summer Camp Registrations: There is a 7 day

cancellation / withdrawal policy on all Summer registrations. No refunds and all forfeiture of the entire program on withdrawals within 7 days of the start of the registered program.

Injuries: Junior Clinics: If player has a medical release/note from a doctor received at the time of withdrawal, a prorated credit will be issued to the players account for future use. If the player does not withdrawal and wishes to keep there spot makeups will be given during the registered season only for any Junior Clinics missed.

Level/Class Changes: A player who does not meet the skill level requirements as determined by Proform Tennis Academy Tennis Professionals will be asked to change to a compatible class or will be issued a prorated credit for future use.

Make-ups Junior Clinics: Make-up clinics for missed classes are offered for the all Junior Clinics at designated times during the season, please contact our office for days and times. Make-ups are on a first come, first serve basis, and pre-registration is required.

Make-ups Seasonal Lessons: For all Seasonal Private, Seasonal Semi-Private and Seasonal Private Group Lessons a maximum of 4 cancellations/makeups are allowed during the Fall/Winter 32 week season as long as those cancellations are made via email to info@proformtennisacademy.com a minimum of 48 hours prior to the lesson and during office hours. Makes are based on court and pro availability and are not guaranteed. All other cancellations will be a late cancellation and will not qualify for a makeup.

Class Sizes: All classes have a minimum enrollment of 3. Registration is on a first come, first serve basis. Proform Tennis Academy reserves the right to cancel classes due to insufficient enrollment. If the number of attendees in a group clinic drops below 3, it is no longer considered a clinic and the remaining 2 players will be asked to move to another class or take the time slot as a semi-private lesson and pay the difference until another player is found to join the class.

Photos/Videos: Proform Tennis Academy reserves the right to photograph/video tape all players while participating in any activities at any Proform Tennis Academy facility for possible use in marketing/promoting Proform Tennis Academy by use of, but not limited to, social media/blog sites (Facebook, Twitter, Instagram, Tumblr), email advertising, print advertising and or TV advertising. Proform Tennis Academy will not use any players name without written permission.

Closings: Please be aware that we do not follow the school closing policy in terms of holidays or snow cancellations. If the club does close, all clinic participants will be notified via an emailed newsletter, phone call and or direct email. You can also find updates on our website or on our Facebook page.

Liability Waiver [[click here for form](#)]: All players are required to sign a liability waiver; Indemnification Release Form to be kept on file.

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT PROGRAM AUTHORIZATION

Proform Tennis Academy membership includes access to a house charge account to be used for service and Pro Shop purchases during the month. The Electronic Funds Transfer (EFT) system retains Credit Card or banking information that is processed at the end of each billing period to pay the balance on this account via Credit Card charge or Automated Clearing House (ACH) bank transfer.

Please select one of the following options authorizing Proform Tennis Academy located at 975 Anderson Hill Road, Rye Brook, NY 10573 to pay off the accumulated balance on your house charge account at the end of each billing period.

Account Holder Information

Name(s) _____ Account Holder Phone _____
Account Holder Address _____ City _____ ST _____ Zip _____

Please check the box next to ONLY ONE of the options below and fill out information for authorization.

Authorization for Checking/Savings Account (ACH)

Account Holder's Bank Name _____ Branch City _____ ST _____ Zip _____

Bank Routing Number (9 digits) _____ Bank Account Number _____ Account Type: _____ Business Checking
_____ Personal Checking
_____ Savings



How to find your Routing and Account Numbers on a check

Recurring Monthly Open Ended
ACH Type Frequency Number of Payments
Variable
Amount per Payment

I hereby authorize the Proform Tennis Academy to Debit the Bank Account referenced herein, via the Automated Clearing House (ACH) system, according to the parameters specified herein. This authority will remain in effect until the payment(s) are completed as specified herein. If a payment is returned for any reason I acknowledge that I am subject to a rejected item fee of \$25 or the maximum amount allowed by law.

Authorization for Credit Card EFT

Print Name (as it appears on your card) _____ Credit Card Number & CVW Code _____
Card Expiration Date _____ Card Type: _____ Visa
_____ Master Card
_____ AMEX

Authorization

Signature of Account Holder _____ Print Name of Account Holder _____ Date _____