

12. Agreement: This Agreement, as well as “other related documents” referenced in Section 3 above, constitute the entire agreement between the parties, and shall be binding upon the parties, as well as their respective directors, officers, shareholders, agents, successors, assigns or personal representatives. Additionally, in the event that any provisions of this document or “other related documents” hereinabove referenced shall be unenforceable, said unenforceable provision shall be stricken from the body of this agreement or any other related documents, and the balance of this agreement or other related documents shall be enforced, accordingly.

13. Knowing and Voluntary Execution: I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, ON BEHALF OF MY CHILD, AND NXS TUMBLING INC., AND SIGN IT OF MY OWN FREE WILL.

Date: X _____ Parent Signature: X _____

Parent Name Print: _____

Parent Physical Address: _____

Date: X _____ Parent Signature: X _____

Parent Name Print: _____

Parent Physical Address: _____

(When Applicable)

Date: X _____ Third Party Payee Signature: X _____

Third Party Payee Name Print: _____

Third Party Physical Address: _____

Athlete(s) Name: X _____



Electronic Funds Transfer Authorization

I hereby authorize NXS Tumbling Inc. to draft my demand deposit account per the guidelines set out below.

Tuition – I agree to pay tuition pursuant to the Team Cost Payment Plan schedule distribution by NXS Tumbling Inc. I understand and agree that NXS Tumbling Inc. may alter or increase its tuition from time to time, at its sole discretion. **I understand that tuition and other house charges / balances will be drafted monthly from my demand deposit account. I know that there is a \$25 charge for all returned checks, insufficient funds, and all tuition not paid on time. My child will not be allowed to compete if our bill is more than 30 days past due. If I decided to drop my child from the All Star program, I understand a Drop Form MUST BE FILED WITH THE NXS TUMBLING, INC. OFFICE. I am aware that a drop fee of \$500 may be deducted immediately from my account if I elect to drop from the program.** I am aware that once enrolled, my child automatically continues enrollment through the end of our contract. I accept responsibility for all tuition and fees detailed in the Handbook in it's entirety, regardless of attendance.

Any charge rejected for any reason will result in a \$25.00 charge which will be billed to the member along with the charge that was rejected. Three (3) rejections of charges may result in termination of membership and/or be reported to collections. The draft will be a recurring amount that will consist of: monthly dues and house charge balances. In order to have the draft canceled, you are required to fill out a 30 day drop notice and have your year's balance paid in full.

When you pay by check, you authorize NXS to use its information to process an Electronic Funds Transfer (EFT) or a draft drawn on your account, or to process the payment as a check. By signing below, you acknowledge, authorize, agree, and give your full permission for NXS Tumbling, Incorporated, its assigners, and successors to draft any savings, checking, or other type of demand deposit account, titled in your name to process an Electronic Funds Transfer (EFT) or a draft drawn on your account(s), or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account(s). Call 205-668-2003 with any questions. RETURN FEE AMOUNT \$25.00

Payee Signature: **X** _____

Date: _____

Payee's Driver License Number: **X** _____

Payee's Driver License Issue State: **X** _____

Athlete's Name: **X** _____

*****Please provide a check payment or voided check from the account you would like for NXS to draft. Thank you.**