

**REGISTRATION TYPE:**
☐

New Member

☒
**GUEST**
☐

Renewal

☐

Replacement

**I. PARTICIPANT 1 (PRIMARY) INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 1 INFORMATION – For completion by Authorized Business Representative</b>				
1. TYPE	2. TERM	3. PRICE / MO \$	NOTE	

**II. PARTICIPANT 2 INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
<input type="checkbox"/> Check here if contact information is same as Primary (Section I)				
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 2 INFORMATION – For completion by Authorized Business Representative</b>				
4. DESCRIPTION	5. TERM	6. PRICE / MO \$	NOTE	

**III. PARTICIPANT 3 INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
<input type="checkbox"/> Check here if contact information is same as Primary (Section I)				
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 3 INFORMATION – For completion by Authorized Business Representative</b>				
7. DESCRIPTION	8. TERM	9. PRICE / MO \$	NOTE	

**\*IV. PARENT AND/OR LEGAL GUARDIAN INFORMATION - For any participant(s) under 18 years of age**

FIRST NAME	LAST NAME	RELATIONSHIP TO MINOR(S)
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**V. EMERGENCY CONTACT INFORMATION**

PRIMARY CONTACT NAME	PRIMARY CONTACT PHONE	RELATIONSHIP TO PARTICIPANT(S)
SECONDARY CONTACT NAME	SECONDARY CONTACT PHONE	RELATIONSHIP TO PARTICIPANT(S)

**VI. BILLING INFORMATION**

ACCOUNT HOLDER'S FIRST NAME	ACCOUNT HOLDER'S LAST NAME	ACCOUNT HOLDER'S PHONE
Submitted form of payment will be automatically billed according to agreed Payment Frequency (#19) for amount described under Recurring Payment Amount (#20) to cover Program Total (#18). Initial or full payment is due prior to first class or event participation.		
<b>ACH TRANSFER ( DIRECT WITHDRAWAL) INFORMATION</b>		
ACCOUNT NUMBER		ROUTING NUMBER

**VII. PAYMENT INFORMATION – For completion by Authorized Business Representative**

PROGRAM 1 MONTHLY PRICE (#3)	10. \$	14. INITIAL TERM START DATE	15. INITIAL TERM EXPIRATION DATE
PROGRAM 2 MONTHLY PRICE (#6)	11. \$	16. PAYMENT RECURRENCE <input type="checkbox"/> Monthly, One Quarter (3) <input type="checkbox"/> Monthly, One Year (12) <input type="checkbox"/> One-Time (1)	
PROGRAM 3 MONTHLY PRICE (#9)	12. \$	17. ONE-TIME PAYMENT TOTAL (if applicable; #13 x 12)	\$
TOTAL MONTHLY PRICE (Sum #10, #11, #12)	13. \$	NOTES	

**VIII. BILLING AGREEMENT**

This Agreement is between Aegis Jiu Jitsu and Participant (and/or parent and/or legal guardian). Any charges will appear on your bank statement as "AEGIS JIU JITSU." Any account more than 5 days past due (including cause of unsuccessful scheduled electronic transaction) will be charged a \$10.00 late fee.
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**IX. PARTICIPANT'S RIGHT TO CANCEL**

If you wish to cancel this Agreement, you may do so via written notice to Aegis Jiu Jitsu. See Terms & Conditions (Page 3) for circumstances that may warrant cancellation of Agreement. All cancellation requests that do not fall under the specified circumstances will be denied, and Participant's bank will be charged as described above (#16 & #17) for the duration of the Agreement period (#14 & #15) and its subsequent renewal(s).
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I have read and understood this entire Agreement and I agree to comply with all the provisions, terms and conditions set forth on both sides of this Agreement, including but not limited to payment of the Program Price (under the specified Terms and/or Recurrence). I further agree that once signed, this Agreement is a legally binding and enforceable obligation. I acknowledge I have received a copy of this Agreement.

<input type="checkbox"/> CHECK IF SIGNING AS PARENT AND/OR LEGAL GUARDIAN OF MINOR PARTICIPANT		
PARTICIPANT NAME	PARTICIPANT SIGNATURE	DATE
RECEIVED BY: AEGIS JIU JITSU (MARTIAL ARTS SCHOOL):		
REGISTRAR NAME	REGISTRAR SIGNATURE	DATE

## VII. Terms & Conditions

- A. **MEMBER FITNESS:** By signing this agreement, Participant represents, warrants and ensures that (s)he has had an opportunity to observe the programs offered by the Business and that (s)he is physically and mentally able to partake in classes offered by the Business, including Program specified on Page 1 and any other classes in which Participant chooses to participate.
- B. **LIABILITY WAIVER & RELEASE:** The Participant understands and agrees that strict observation of the Business' rules and regulations, including those relating to instruction and equipment use, is required. The Participant understands and agrees that the use of the Business' facilities and the Participant's presence at these facilities are at the sole risk of the Participant. The Participant understands and agrees that the services and instruction provided may involve skills and training which include violent and sudden movements, and that in connection with training and participation, there may be physical contact between instructors and Participant, and among other participants, that may result in personal injury to the Participant, despite precautions taken to avoid such injuries. Participant hereby consents to engage in such contact as may be necessary or required by Participant's involvement. Participant, on behalf of him/herself and anyone claiming by or through the Participant, hereby holds harmless, releases and forever discharges the Business and its instructors, agents, employees, operators, and authorized representatives from any liability, claim, or loss (including loss of property, damage, personal injury, or expense incurred by the Participant and arising from the Participant's execution of this Agreement), resulting from Participant's involvement in any program offered by the Business.
- C. **CLASSES:** Scheduling and content of classes and programs, furnishing of the facilities, and provision of instructors to teach and supervise classes and practice sessions are at the sole and absolute discretion of the Business and may be changed at any time by Business. By signing this Agreement, the Participant receives membership at a greatly reduced price. Member understands and agrees that additional fees such as seminar fees may not be included in the price of this agreement.
- D. **SIGNATORIES:** Any person(s) signing this Agreement, whether as a Participant, co-signer or otherwise shall be jointly, severally and individually liable to Business for the full contract price as if such person signed as the Participant. All persons signing this Agreement assume responsibility for all costs of collection, including but not limited to collection agency fees, court costs, attorney's fees, and late charged that may be incurred in the event of a default.
- E. **FAIR USE:** Any person(s) signing this agreement authorizes the use of: a disclosed e-mail address for billing and marketing purposes and acknowledges that e-mail text may include financial information pertaining to the Agreement; a disclosed cell phone or telephone number for voice calls and text messages regarding billing related issues including, but not limited to, expiring billing information or overdue account balances; photographs, videotapes, artwork or other likenesses of the Participant for marketing, trade, publishing, or any other lawful purpose.
- F. **UNAVAILABILITY:** IF the Business' facilities are unavailable for use for a period in excess of 30 consecutive days, the Participant's program will be extended or a period of time equal to the time of unavailability, but no refund or credit will be due the Participant.
- G. **SHORT-TERM DISABILITY:** If the Participant becomes disabled for a period of less than six consecutive months, the Participant may extend the term of the Agreement, at no additional cost, by written notice to the Business, accompanied by a physician's verification, for a period of time equal to the duration of the Participant's short-term disability, which precludes the Participant from using the Business' facilities for said period.
- H. **RENEWAL:** Upon the Initial Term Expiration Date (15), Participant's membership will auto-renew under the exact terms of this Agreement, unless Participant provides written request to the Business *in advance of Expiration Date* directing otherwise. Any charges to Participant resulting from a late request are not guaranteed for refund.
- I. **CANCELLATION:** Upon written notice to the Business, the Participant may cancel this Agreement if: (i) the Business' facilities are unavailable for more than 90 consecutive days; (ii) the Participant dies or becomes permanently disabled, defined as a physician-verified disability which precludes the Participant from using the Business' facilities for a period in excess of six consecutive months; (iii) the Participant moves more than 60 miles from Business' current location, as verified by proof of address change.
- J. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws of the State in which Business is located. All rights and obligations of the Business and Participant under this Agreement are subject to all applicable federal, state and local laws and regulations. To the extent that the terms and conditions of this Agreement conflict with any applicable statute, rule, or regulation in effect at the time of the execution of this Agreement, the Agreement shall be deemed revised to conform with such, and the Business and Member shall be bound by the modified Agreement. This Agreement supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this agreement.
- K. **ACCEPTANCE OF MEMBER:** By signing this Agreement, Participant agrees to fully and completely comply with all terms and conditions hereof and the Business' rules and regulations. Failure to comply with these rules and regulations, including but not limited to non-payment of scheduled dues, is grounds for immediate suspension or termination of services to the Participant. Suspension or termination shall not entitle the Participant to a refund or credits for any accounts already paid or cancel any unpaid balance due. The failure or inability of Participant to use the facilities, classes or services of the Business for any reason, except as otherwise provided herein, does not relieve or suspend the Participant's obligation to make all payments required under this Agreement on a timely basis, nor entitle the Participant to a refund or credit. If this Agreement is in default, the entire amount owed hereunder shall become immediately due and payable. Litigation may be initiated to collect all amounts due or the account referred to collection. Business shall be entitled to recover their reasonable attorney's fees, court costs, and interest on any past due amount at the rate of 1.5% per month and a collection fee equal to 20% as a collection fee and not a penalty, to collect any past due amounts of cure any breach. Participant understands and agrees that full payment of tuition is not a guarantee or promise of advancement.

**VIII. Review and Waiver of Liability and Indemnity Agreement****READ CAREFULLY BEFORE SIGNING**

In consideration of being permitted to participate in any way in the Martial Arts Program indicated below, and/or being permitted to enter [for any purpose] any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the participant and/or parent(s) and/or legal guardian(s) of the below-named minor ("ward") agree:

1. Prior to participating in this martial arts activity or event, the participant and/or parent(s) and/or legal guardian(s) of the minor should inspect the facilities and equipment to be used. If he/she/they deem anything to be unsafe, the participant and/or guardian(s) should advise official(s) of said condition(s) and refuse to participate. I understand that if, at any time, I deem anything to be UNSAFE, I and/or my ward (herein referred to as "we") will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury, partial and/or total disability, paralysis, or death.
  - b. The social and economic losses and/or damages which could result from these risks and dangers could be severe.
  - c. These risks and dangers may be caused by the action, inaction, or negligence of the participant or others, including, but not limited to, the Releasees named below.
  - d. There may be other risks not known to us or not reasonably foreseeable at this time.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the martial arts facility used by the participant, including its: owners; managers; promoters; lessees of premises used to conduct the event or program; premises and event inspectors; underwriters; consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility or events held at such facility; each of their directors, officers, agents, or employees [all herein referred to as "Releasee"]...from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs, and next-of-kin for any and all claims, demands, losses, or damages, and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
5. I/We HEREBY ACKNOWLEDGE that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. On behalf of myself and/or my ward, the undersigned individual and/or parent(s) and/or legal guardian(s) of the minor participant executes this Waiver and Release. If, despite the Release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his/her behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

☐ CHECK IF SIGNING AS PARENT AND/OR LEGAL GUARDIAN OF MINOR PARTICIPANT

PARTICIPANT NAME

PARTICIPANT SIGNATURE

DATE

RECEIVED BY: AEGIS JIU JITSU (MARTIAL ARTS SCHOOL):

REGISTRAR NAME

REGISTRAR SIGNATURE

DATE