



The following is an agreement, waiver and release and assumption of risk form between Singleton's Martial Arts and the participant.

Participants Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participants Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participants Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participants Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Guardians Name (if the participant is under age 18): \_\_\_\_\_

Cell/Home Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship \_\_\_\_\_

**Liability Waiver and Release** - The Guardian/Buyer understands and agrees that strict observation of the rules and regulations relative to training including the use of personal protective equipment is required and that the use of the facilities and the guardian's presence at Singleton's Martial Arts are at the sole risk of the guardian/buyer. It is understood and agreed by the guardian/buyer that martial arts, self-defense, fitness, sports and any other training at Singleton's Martial Arts involves high-impact, sudden and violent movements, and that in connection with these programs there will be physical contact between instructors and members and between members themselves and that such contact may result in serious personal injury despite the best intentions.

The buyer agrees that Singleton's Martial Arts and its instructors, agents, employees, operators, landlords, and authorized representatives shall not be held responsible for and are hereby released from any liability, claim, loss, including loss or damage of property, personal injury or expense incurred by a student or anything claiming through a student, or related to any activity connected with Singleton's Martial Arts or its instructors, members, agents, employees, operators, landlords or authorized representatives. This waiver and release of liability Includes, without limitation, Injuries which may occur as a result of (1) equipment belonging to trainer or to myself that may malfunction or break; (2) any slip, fall, dropping of equipment; (3) and/or negligent instruction or supervision. An examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program or initiating a substantial change in the amount of regular physical activity performed. If you have chosen not to obtain a physician's consent prior to beginning a fitness program with a trainer, you agree to workout at your own risk.

**Billing** - All programs paid for on a monthly basis must be billed automatically via credit card or debit card. Billing may be outsourced. The first month's payment will be prorated and made in person.

**Minimum Commitment** - There is a minimum commitment on all programs Singleton's Martial Arts offers. Memberships may be canceled at any time, and fees may apply. Members may cancel with a thirty (30) day notice of completed minimum term. Notice must be given in person at Singleton's Martial Arts by coming in and filling out a withdraw form. Forms must be submitted by the first day of the month, prior to withdrawing. If notice is not given by the first day of the month, the following term payment will be billed.

Guardian/Buyer's Initials \_\_\_\_\_

**Member Health** - By signing this agreement, the buyer represents to Singleton's Martial Arts that they/or minor have had an opportunity to observe or participate in the program's selected by the buyer prior to signing this agreement and that they/or minor are physically and mentally fit to participate in these programs.

**Unavailability** - If Singleton's Martial Arts is unavailable for use due to damage or loss by fire, act of God or any other cause, the buyer's program will be extended for a period of time equal to the time of loss of availability, but no refund or credit will be due to the buyer. The buyer may cancel this agreement if Singleton's Martial Arts closes for more than thirty (30) days and fails to provide a comparable facility within fifteen (15) miles of the location designated in this agreement. Upon notice of cancellation, Singleton's Martial Arts will refund to the buyer all monies paid in excess of an amount computed by dividing full contract (cash price), excluding any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in contract term.

**Classes** - Scheduling and content of classes and programs and furnishing of facilities and instructors are at the sole discretion of Singleton's Martial Arts and may be changed from time to time upon notice by Singleton's Martial Arts. Singleton's Martial Arts agrees to furnish the buyer with qualified instructors to teach and supervise classes, practice sessions and contests conducted by Singleton's Martial Arts. Buyer understands that during the course of instruction, instructors, authorized personnel and/or other members will be engaged in a course of conduct requiring physical contact with the member. Buyer gives full consent to such contact as is required by the training program and classes. The buyer also understands that classes may not be held on national or local holidays, scheduled vacations or other times as directed by Singleton's Martial Arts. In enforcing any right under this agreement will not be a waiver or release thereof.

**Compliance with Law & Regulations** - All rights and obligations of Singleton's Martial Arts and the buyer under this agreement are subject to all applicable federal, state and local laws and regulations. When in conflict of this agreement, the contents of such laws and regulations shall be deemed to expressly modify this agreement and the agreement shall be deemed reworded to incorporate such text as may be necessary in order to make this agreement in compliance there with. Singleton's Martial Arts and buyer agree to continue to be bound under the modified agreement including such text and further agree that no other modifications shall be deemed made to the agreement. If any portion of this agreement shall be deemed unenforceable no other portion shall be unenforceable any waiver or delay by Singleton's Martial Arts in enforcing any right under this agreement will not be a waiver or release thereof.

**Acceptance of Member** - Upon acceptance as a member at Singleton's Martial Arts the buyer agrees to faithfully comply with all provisions, terms and conditions hereof, including all rules and regulations of Singleton's Martial Arts. Singleton's Martial Arts reserves the right to immediately suspend or terminate any member from participation or enjoyment of rights under this agreement for failure to comply with rules and regulations of Singleton's Martial Arts. Suspensions or terminations of a member shall not entitle member to a either a refund nor credit for any tuition already paid or cancel any unpaid balance due. Examination/testing fees may not be included in the price of this membership.

**Cancellation, Default or Breach of Contract** - The buyer understands that after the buyers right to cancel expires, the buyer cannot cancel this agreement and payments must be made as agreed. The failure or inability of the member to use the facilities, classes or services of Singleton's Martial Arts for any reason will neither relieve nor suspend the buyers obligation to make all payments required under this agreement on a timely basis, nor entitle the buyer to a refund or credit of tuition. The buyer may extend the term of the agreement at no additional cost for a period of time equal to the duration of a disability where the member has a disability which excludes the member from using 1/3d or more of the facilities for six months or more. A physician must verify a disability in writing before it may be considered. The buyer may cancel the agreement if the member permanently moves more than 25 additional miles from Singleton's Martial Arts and is unable to transfer the agreement to a comparable facility within 25 miles of the member's new residence. To cancel this agreement pursuant to any such right contained in the agreement the buyer shall notify Singleton's Martial Arts of scheduled monthly payments in excess of sixty (60) days. If this goes into default, the entire contract balance will be payable upon request. An early termination fee may apply. In the event this agreement goes into default or member breaches the terms of this agreement, Singleton's Martial Arts is entitled to legal fees, court costs, interest and collection of this agreement, the assigning of this agreement to a collections agency and/or charge 18% annual percentage rate and penalties. The buyer understands that this agreement may be serviced or purchased by another party.

Guardian's/Buyers Initials\_\_\_\_\_



Program Choice: \_\_\_\_\_TAEKWONDO \_\_\_\_\_JIU-JITSU \_\_\_\_\_KICKBOXING \_\_\_\_\_TOTAL BODY FITNESS CLASSES

TERM: \_\_\_\_\_3 MONTHS \_\_\_\_\_6 MONTHS \_\_\_\_\_12 MONTHS

\_\_\_\_\_TRIAL CLASS ( \_\_\_\_\_TAEKWONDO \_\_\_\_\_JIU-JITSU \_\_\_\_\_KICBOXING \_\_\_\_\_TOTAL BODY FITNESS CLASS)

PAYMENT IN FULL: \_\_\_\_\_3 MONTHS \_\_\_\_\_6 MONTHS \_\_\_\_\_12 MONTHS

\*STUDENT'S UNIFORM AND BEGINNING BELT AND OR GLOVES/WRAPPS ARE INCLUDED IN THIS PRICE. HOWEVER, IF THE STUDENT DROPS OUT PRIOR TO THE THREE MONTH PWEIOD AGREEMENT, \$60 WILL BE CHARGED TO THE ACCOUNT ON FILETO COVER THE COST OF THE EQUIPMENT.

THE BUYER HEREBY UNDERSTANDS AND AUTHORIZES SINGLETON'S MARTIAL ARTS OR ANYONE ASSIGNED TO SINGLETON'S MARTIAL ARTS TO DEDUCT PAYMENTS DIRECTLY FROM THE STATED BANK OR CREDIT CAR ACCOUNT ACCORDING TO THE TERMS WITHIN THIS AGREEMENT. BUYER INITIALS REQUIRED X\_\_\_\_\_

BUYER/MEMBER SIGNATURE\_\_\_\_\_DATE:\_\_\_\_\_

SINGLETON'S REPRESENTATIVE SIGNATURE\_\_\_\_\_DATE:\_\_\_\_\_