

Shaolin Kung Fu

Membership and Waiver Agreement

Student Information

Last Name _____ First Name _____

Date of Birth _____ Gender ☐ Male ☐ Female ☐ Other _____

Parent Name _____
(if under 18)

Phone Number _____ Email _____

Address _____

Experience _____ Occupation _____

Name: _____

Emergency Contact

Phone: _____

Relationship _____

Membership

Program ☐ 1 class/month ☐ 2 classes/month ☐ 3 classes/month ☐ Unlimited

Payment Period ☐ 3 month ☐ 6 months ☐ 1 year ☐ 2 years

Start Date _____

Private Class _____
(amount of class if yes)

Payment Method ☐ Zelle ☐ check ☐ cash ☐ other

Agree to use ACH autopay: ☐ Yes ☐ No Signature : _____
(if yes)

Terms and Conditions:

This membership agreement is made between the student or his/her parent/guardian as stated above and MA-Trainer Studio LLC, hereby refer as MATS. The signer(s) have read this Agreement and understand that once it is signed by me it is legally binding and enforceable obligation and I agree to comply with all provisions, terms and conditions as per back of this Agreement set forth. I acknowledge I have received a copy of this Agreement.

1. EFT Authorization. The Member hereby understands and authorizes MATS to deduct tuition payment directly from the above bank or credit card according to the terms of this Agreement. The Member authorizes MATS to electronically deduct/process payment on or after the due date for each consecutive billing cycle according to the terms of this Agreement. Member agrees to have funds available at least three days prior to due date and will pay a service charge of \$25 on any item presented for collection and returned for any reason. MATS has the sole right to modify any payment due date and to resubmit items without prior notice.

2. Member Fitness. By signing this Agreement, the Member represents, warrants, and insures that he has had an opportunity to observe the program selected by the Member prior to signing this Agreement and that he is physically and mentally able to take classes offered by MA-Trainer Studio LLC (MATS) in that program or any others in which Member may choose to participate.

3. Unavailability. If MATS's facilities are unavailable for use for a period in excess of 30 consecutive days due to any cause, the Member's Program will be extended for a period of time equal to the time of unavailability, but no refund or credit will be issued the Member. The Member may cancel this Agreement if the location closes for a period exceeding 90 consecutive days. Within 40 days of receipt of such notice of cancellation. MATS shall refund to the Member the unused pro-rata portion of the contract price, excluding any initiation fee paid by the Member. Every year, the instructors will take a leave of vacation, generally from Christmas to New Year, exact date will be determined during that time. No class will be held during this time.

4. Liability Waiver and Release. The Member understands and agrees that strict observation of MATS rules and regulations and the rules and regulations relative to training, including the use of protective equipment, is required. The Member understands and agrees that the use of MATS facilities and the Member's presence at MATS's school are at the sole risk of the Member. The Member understands and agrees that martial arts involves skills and training which include violent and sudden movements and that in connection with the training and instruction, there will be physical contact between instructors and Members and between and among the Members and that such contact may result in personal injury to the Member, despite precautions taken by MATS to avoid such injuries. The Member on behalf of him/herself and anyone claiming by or through the Member, hereby holds harmless and releases and forever discharges MATS, its instructors, agents, employees, operators and authorizes representatives from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by the Member and arising from the Member's execution of this Agreement, payment, processing, participation in any program offered by MATS, including but not limited to, any injury or damage caused by the negligence or gross negligence of MATS, its instructors. Members, agents, employees, operators, or authorized representatives The Member specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she may suffer or incur as a result of his/her participation in any program offered by MATS.

5. Classes. Scheduling and content of classes and programs and furnishing of facilities and instructors/mentors are at the sole and absolute discretion of MATS and may be changed at any time by MATS. MATS will provide instructors to teach and supervise classes, practice sessions and contests conducted by MATS. Member understands that during the course of instruction, MATS Instructors, authorized personnel and /or other members will be engaged in a course of conduct requiring physical contact with the Member and Member hereby consents to engage in such contact as may be necessary or required by the Member's participation in the training program and /or classes. Please note that Testing is a separate privilege and fee and there is no Guarantee of Rank Advancement. Receiving a Black Belt from MATS does not authorize the student to teach except under the specific guidance of a chief instructor.

6. Compliance with Laws. This Agreement shall be governed by the laws of the state in which the MATS School is located. All rights and obligations of MATS and Member 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 execution of this Agreement governing transactions of the type contained herein, the Agreement shall be deemed revised to conform with such statutes, rules and regulations. MATS and Member shall be bound by the modified Agreement and agree that no other modifications shall be enforceable unless in writing and signed by the parties. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements between the parties, whether written or oral. Provided, however, that examination/testing fees may not be included in the price of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this Agreement.

7. Dismissal. MATS reserves the right to dismiss any student at any time for actions that the Studio feels are disruptive to the Chang in environment or usual business proceedings or any action (verbal or physical) that reflects negatively upon MATS. Member's suspension or termination shall not entitle the Member to a refund or credits for any tuition already paid or cancel any unpaid balance due. The failure or inability of Member to use the facilities, classes or services of MATS for any reason, except as otherwise provided herein shall not relieve or suspend the Member's obligation to make all payments required under this Agreement on a timely basis, nor entitle the Member to a refund or credit of tuition.



8. **Relocation.** Upon notice to MATS as provided herein and with proof of relocation. Member may cancel the Agreement if the Member permanently moves more than 20 miles from MATS 's facility.

9. **Default.** Non-payment of scheduled monthly payments in excess of 60 days shall constitute default under this Agreement. If this Agreement goes in de fault, 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. In the event of default in payment or breach of this Agreement, MATS shall be entitled to recover their reasonable attorneys fees, court costs, interest on the past due amount at the rate of 1.5% per month and a collection fee equal to 20% of the outstanding amount then due as a collection fee and not a penalty, for MATS to collect any past due amounts or cure any breach.

10. **Contract Renewal.** Unless Member submits the required company authorized cancellation form at least at least 30 days in advance at the end of the one-year term, this Agreement will automatically be renewed for the same terms and conditions. With automatic renewal. Member will not be subject to price increases in program fees.

11. **Member's Right to Cancel and Early Termination.** If within 3 days (72 hours) of signing and receiving a copy of this Agreement, Member may cancel this Agreement by delivering or mailing by certified mail, return receipt requested, written notice to MATS. The notice must say that you do not wish to be bound by the Agreement. If after the 3rd day of signing and receiving a copy of this Agreement, Member may submit an Early Termination notice and by paying two months of agreed monthly fee either by credit card charge or by check or cash to from this Agreement. The two-month early termination fee shall based on the upcoming months. No proration of unused current month will be given. For example, if termination is given on January 20th, the two month termination fee shall be based on February and March's fees. Any unused and prepaid amount shall be deemed as studio credit that can be used later. There will be no cash refund given.

11. **Member's Leaves of Absence.** For whatever reason, Member may request to postpone the attending of the classes by submitting such request one month ahead of time. The postponement shall commence based on the credit card charge date and shall be based on monthly increments. The duration of the postponement shall be more than one month and no more than 6 month. If postponement lasts more than 6 months, MATS will consider Member voluntarily early terminated the Agreement; and early termination clause shall apply. During the leave of absence, MATS will not assess monthly fees. The expiration date the Agreement shall be extended by the requested month(s) of postponement.

12. **Photo Release-By signing this Agreement.** I understand and consent that during the course of the Member's participation in classes or other activities hosted by MATS the said Member may be photographed and furthermore that Shaolin Temple Cultural Center USA may use these photos for commercial purposes (fliers, advertisements, or other media) without notification or compensation to the Member either monetary or otherwise.

In witness whereof, I have executed this release and the above terms, as of .

Signature

Student or Guardian/Parent behalf of Student under 18

Date

Print Name

Office Use Only

Family Discount:

☐ yes

☐ No

Other Family Member

Estimate Payment
(Per Period)

Officer Name:

Date