

Registration
 Renewal/Upgrade



Shorin Ryu Karate Academy, LLC.

1929 E. Aurora Rd.

Twinsburg, OH 44087

(330) 888-8262 / www.fisherkarate.com

Student Membership Agreement

I. CUSTOMER AND STUDENT INFORMATION

Please PRINT using CAPITAL letters

CUSTOMER Name: _____ DOB: ____/____/____

Address: _____ Apt: _____ City _____ State _____ Zip _____

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Cell: (____) _____ - _____

Email: _____

CUSTOMER represents that he/she is 18 years old or older, and he/she has the legal authority to enter into this Agreement for the benefit of:

STUDENT Name: _____ DOB: ____/____/____

Address: _____ Apt: _____ City _____ State _____ Zip _____

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Cell: (____) _____ - _____

Email: _____

STUDENT Name: _____ DOB: ____/____/____

Address: _____ Apt: _____ City _____ State _____ Zip _____

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Cell: (____) _____ - _____

Email: _____

STUDENT Name: _____ DOB: ____/____/____

Address: _____ Apt: _____ City _____ State _____ Zip _____

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Cell: (____) _____ - _____

Email: _____

II. PROGRAM TYPE

STUDENT(S) will be attending classes: One (1) Class Per Week Full Time (All Available Classes)

Full Time With Kobudo Classes

STUDENT(S) will be participating in the following classes:

CLASS

START DATE

Shorinryu Karatedo _____

Shorinryu Karatedo / Kobudo _____

Lil' Tigers Karate (5-7 Year Olds) _____

Lil' Kickers Karate (4 Year Olds) _____

Budo Fitness _____

INSTRUCTOR may make modifications in the class schedule as deemed necessary. Such modification does not relieve CUSTOMER of his/her payment obligations unless CUSTOMER complies with Section IV below.

III. PAYMENT DETAILS

- A. For all STUDENTS and all programming listed above, CUSTOMER agrees to pay INSTRUCTOR \$_____ per month
Price per month
- B. CUSTOMER must ensure that INSTRUCTOR receives this monthly payment on or before the tenth (10th) day of each month. INSTRUCTOR will charge CUSTOMER a monthly late fee of ten percent (10%) of the monthly payment amount in default.
- C. If INSTRUCTOR does not receive CUSTOMER's monthly payment by the tenth (10th) day of each month, the payment amount in default, **plus the late fee described above**, will be charged to CUSTOMER's credit card. **As such, by signing this Agreement, CUSTOMER authorizes INSTRUCTOR to charge CUSTOMER's credit card for any and all monthly payment amounts in default and applicable late fees acquired by CUSTOMER, according to the terms and conditions set forth in this Agreement.** _____
Initials
- D. CUSTOMER must submit his credit or debit card information to INSTRUCTOR by completing Schedule A, attached to and made a part of this Agreement. Said credit card information is for the express purpose of securing the monthly payment for STUDENT's participation in the program described above in Section II (Program Type):
- a). to secure payment only; OR
 - b). to secure payment and apply monthly payments to the credit card.
1. In accordance with this section, INSTRUCTOR will not share CUSTOMER's credit card information with unauthorized third parties.
- E. If CUSTOMER will not or cannot provide a credit or debit card as described in Section D above, then CUSTOMER must pay a lump sum deposit of three (3) months' programming fees, to be provided to INSTRUCTOR at the time of registration. This lump sum payment will be held by INSTRUCTOR and applied to CUSTOMER's outstanding balance, including late fees, at the discretion of the INSTRUCTOR. At the termination of this Agreement, CUSTOMER will be returned any remaining monies according to the terms and conditions of this Agreement.
- F. CUSTOMER agrees that the prompt payment of STUDENT programming is an essential element to this Agreement. Should your account become delinquent by more than forty-five (45) days, INSTRUCTOR reserves the right to employ a third-party vendor to collect any outstanding debt owed to INSTRUCTOR by CUSTOMER. CUSTOMER authorizes INSTRUCTOR to disclose CUSTOMER's contact information, credit card information as set forth in SCHEDULE A attached hereto and incorporated herein, and the amount due and owing to the third-party vendor as part of the collections process and INSTRUCTOR's discretion. **Should INSTRUCTOR or any third-party vendor hired by INSTRUCTOR engage an attorney to pursue collections on CUSTOMER's account, CUSTOMER agrees to reimburse all legal fees, court costs, or other expenses incurred in the effort to collect on CUSTOMER's outstanding account balance.** _____
Initials
- G. CUSTOMER authorizes the use of the disclosed e-mail address above for billing purposes and acknowledges that e-mail text may include financial information pertaining to this Agreement. _____
Initials

IV. CANCELLATION

- A. **If CUSTOMER cancels this Agreement without providing requisite notice, CUSTOMER will pay INSTRUCTOR one hundred percent (100%) of the total program price that remains after cancellation.** _____
Initials
- B. CUSTOMER agrees that STUDENT is committed to participate in classes for at least 180 days. As such, this Contract will self-renew on a month-to-month basis unless CUSTOMER provides written notice to INSTRUCTOR at least thirty (30) days prior to the termination of classes. _____
Initials

V. EMERGENCY MEDICAL AUTHORIZATION

CUSTOMER must ensure that Schedule B ("Emergency Medical Authorization"), attached to and made a part of this Agreement, is completed by the appropriate parties with authority under law to give the required authorization in Schedule B.

VI. WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY /HOLD HARMLESS

- A. **BY SIGNING THIS AGREEMENT, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE PRACTICE OF KARATE IS INHERENTLY A CONTACT SPORT; AND AS SUCH, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT INJURY CAN OCCUR TO THOSE WHO PRACTICE KARATE. STUDENT IS RESPONSIBLE TO ACQUIRE AND USE HIS OWN SAFETY EQUIPMENT. AS CONSIDERATION FOR STUDENT BEING ALLOWED TO PARTICIPATE IN THE PROGRAM DESCRIBED ABOVE IN SECTION II AND USE ANY SAFETY EQUIPMENT OWNED BY INSTRUCTOR, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR INJURY THAT MAY OCCUR TO STUDENT AS A PARTICIPANT IN SAID PROGRAM OR TO ANY OTHER PERSON OR PROPERTY AS A RESULT OF STUDENT'S CONDUCT.**

Initials

SPECIFICALLY, CUSTOMER AGREES TO RELEASE AND WILL HOLD HARMLESS AND FULLY INDEMNIFY INSTRUCTOR AND ITS REPRESENTATIVES AND/OR AGENTS FOR ANY CLAIMS OR JUDGMENTS WHICH MIGHT ARISE IN ANY WAY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATING TO ANY INJURY TO THE STUDENT, OR CAUSED BY THE STUDENT TO A THIRD PARTY OR PROPERTY, WHICH MAY OCCUR FROM STUDENT'S PARTICIPATION IN SAID PROGRAM. IN THE EVENT THAT ANY PERSON OR ENTITY ASSERTS A CLAIM AGAINST INSTRUCTOR, ITS REPRESENTATIVES, AND/OR AGENTS, RELATING TO STUDENT'S INJURY OR DAMAGE ARISING FROM PARTICIPATION IN SAID PROGRAM, INSTRUCTOR SHALL APPOINT AN ATTORNEY TO REPRESENT ITS INTERESTS AND CUSTOMER SHALL PAY ALL OF INSTRUCTOR'S ATTORNEY FEES, PAYMENTS, COURT COSTS, EXPERT FEES, DEPOSITION COSTS, AND RELATED LITIGATION EXPENSES, INCLUDING BUT NOT LIMITED TO APPEALS AND APPEAL BONDS, WITHIN THIRTY (30) DAYS AFTER WRITTEN DEMAND BY INSTRUCTOR.

Initials

- B. **CUSTOMER understands that STUDENT's participation in the physical activities of the program described above is at STUDENT's discretion, and STUDENT is expected not to exceed his own physical limitations. CUSTOMER will inform instructor of any and all history of medical disabilities and any condition of which STUDENT suffers or has suffered.**

CUSTOMER understands that STUDENT's participation in karate training or other physical training is voluntary and involves a wide variety of risks. This is a "hands on" program where other members of the class and STUDENT will be simulating attacks on each other and executing defensive moves to simulate self-defense.

In order to properly teach and instruct the above-referenced program it may be necessary for participants and instructors to physically engage each other, including but not limited to physical contact. If, for any reason, STUDENT finds this contact to be unwelcome, uncomfortable, or intrusive, please notify INSTRUCTOR immediately.

Initials

- C. **STUDENT should consult a physician before beginning this or any other exercise program. The activities, physical or otherwise, involved in this program may be too strenuous for some and could result in injury. If STUDENT develops any pain or abnormal symptoms during, or resulting from, the above-referenced program, STUDENT should consult his physician. INSTRUCTOR's instruction and advice is in no way intended as a substitute for medical counseling.**

Initials

VII. Non-Waiver

Failure of INSTRUCTOR to enforce any of its rights and/or remedies contained herein, upon breach or threatened breach by CUSTOMER respecting any obligations contained herein, shall not prejudice or affect the rights and/or remedies of INSTRUCTOR in the event of any subsequent breach or threatened breach by CUSTOMER.

VIII. Other Terms and Conditions

- A. INSTRUCTOR and those acting under its authority reserve the right to use photographs, videotapes, artwork or other likenesses of the CUSTOMER and/or STUDENT for marketing, trade, publishing, or any other lawful purpose. _____
Initials
- B. Full payment of tuition fees does not guarantee belt certification by INSTRUCTOR.
- C. Separability
This Agreement is separable. If a court of competent jurisdiction declares any provision of this Agreement void or invalid, all other provisions of this Agreement remain binding on all parties.
- D. Breach
Should either party default in the performance of this Agreement, the nondefaulting party shall be released from its obligation to further perform this Agreement and may proceed against the defaulting party on any cause of action or for any remedy given them by law or equity.
- E. Governing Law and Consent to Jurisdiction
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all disputes and/or controversies associated with the terms of this Agreement or the subject transaction shall be venued in Summit County, Ohio.
- F. Assignment
Neither party may assign this Agreement without the written consent of the other Party.
- G. Entire Agreement
This Agreement contains the entire Agreement between the parties with respect to the transaction evidenced hereby and any agreement or representation concerning the same or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
- H. Gender
Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa, unless the context requires otherwise.
- I. Notice
Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, at the addresses of the parties as specified herein.
- J. Headings
The headings to each of the numbered paragraphs set forth in this Agreement are for convenience only and shall have no effect in determining the rights and/or obligations of the parties.
- K. Modification
Except as modified by statute, neither INSTRUCTOR nor CUSTOMER may modify this Agreement without the written consent of the other party.
- L. Complete Agreement
This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

SHORIN RYU KARATE ACADEMY, LLC

By _____ _____ *Date*

Its Member
Duly Authorized

Signature of Customer _____ *Date*

Printed Name of Customer

SCHEDULE A

CUSTOMER supplies the following credit card information, specifically accepting the terms and conditions set forth above in the Agreement and authorizing INSTRUCTOR to use his credit card information for the express purpose of securing the monthly payment for STUDENT's participation in the program described above in Section II (Program Type) of this Agreement:

- Secure payment only
- Secure payment and apply monthly payments to credit card

 MasterCard Visa Discover

Card No.: _____

Expiration Date: _____

CCV: _____

Signature of Customer: _____

Print Name of Customer: _____

SCHEDULE B

EMERGENCY MEDICAL AUTHORIZATION

PURPOSE:

To enable parents and guardians to authorize the provision of emergency medical treatment for minors who become ill or injured while under the authority of Shorin Ryu Karate Academy, LLC when parents or guardians cannot be reached.

STUDENT'S NAME:

DATE:

____/____/____

STUDENT'S HOME TELEPHONE:

PART I: TO GRANT CONSENT

In case of an emergency involving the above-named student, Shorin Ryu Karate Academy, LLC will make reasonable attempts to contact the following:

	<i>NAME</i>	<i>TELEPHONE</i>
Parent/Guardian: 1.	_____	____/____
Parent/Guardian: 2.	_____	____/____
Nearest Relative: 1.	_____	____/____
Nearest Relative: 2.	_____	____/____

In the event that reasonable attempts were made to contact the parent, guardian, or nearest relative listed above, I hereby give my consent for the administration of any treatment deemed necessary by:

	<i>NAME</i>	<i>TELEPHONE</i>
Family Physician:	_____	____/____
Family Dentist:	_____	____/____

In the event that the designated preferred physician is not available, I hereby give consent for treatment by any licensed physician or dentist. I hereby give consent to allow my child to be transferred by emergency medical services to

_____ **or any hospital reasonably accessible.**

[See additional authorization on next page.]

This authorization **does not** cover major surgery **unless** the medical opinions of two other licensed physicians or dentists, concurring in the necessity for such surgery are obtained before the surgery is performed. Facts concerning the child's medical history, including allergies, medications being taken and/or any physical impairments to which a physician should be alerted are as follows: _____

Signature of Parent / Guardian

Date

Printed Name of Parent / Guardian

PART II: REFUSAL TO CONSENT

I DO NOT give consent for emergency medical treatment of my child. In the event of illness or injury requiring emergency treatment, I wish the Shorin Ryu Karate Academy, LLC and its instructors and/or agents to take NO ACTION or to: _____

Signature of Parent / Guardian

Date

Printed Name of Parent / Guardian