** SJ Karate Dojo –Club**

 **MEMBERSHIP AGREEMENT**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

 **STUDENT/MEMBER INFORMATION**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Last First

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MEDICAL INFORMATION**

1. Do you have any history of heart trouble? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

2. Have you ever experienced pain or tightness in your chest? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

3. Have you ever had a stroke? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

4. Do you have high or low blood pressure? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

5. Do you often suffer from severe dizziness? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

6. Do you have diabetes? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

7. Are you pregnant? Yes \_\_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_

8. You have asthma? Yes \_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_ Do you need an inhaler? Yes \_\_\_ No \_\_\_

9. Do you have epilepsy or seizures? Yes\_\_\_\_\_\_ No\_\_\_\_\_\_

If you answer ‘Yes’ to any of the above questions, you may need a physician release to utilize the Karate Dojo Club, classes, facilities, activities, and tournaments; otherwise, I/we will be practicing on my/our own risk and will take full responsibility. \_\_\_\_\_\_ (Student/Member/parent Initials)

**EMERGENCY CONTACT**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| TERMS OF AGREEMENT: Membership shall begin on \_\_\_\_\_\_\_ and continue through \_\_\_\_\_\_ (the “Term”), after which membership shall continue, open-ended on a month-to-month basis (see the back of this Membership Agreement for details). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Student / Member Initials) Registration Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tuition Monthly / Membership Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Less: Discount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Less: Partial Month: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Other (Uniform, sparring gear, tournament, patch): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Less: Down Payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Monthly payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Balance Due: \_\_\_\_\_\_\_\_\_ Payment is due on the first of every month |

**NOTICE TO STUDENT / PARENT / MEMBER**

Either party may cancel this Membership Agreement at any time before noon of the third calendar day after the date of this Membership Agreement. To cancel this Membership Agreement, you must deliver a signed and dated written notice of cancellation, either: 1. by personal delivery to the Club; or 2. by registered or certified mail to: SJ Karate Dojo Club, 1603 S Main Street, Broken Arrow, OK. 74012. If you cancel this Membership Agreement within three days, you are entitled to a full refund of your Membership fee, but Initiation Fee is **not** refundable. SJ Karate Dojo Club will refund your money within 30 days of receipt of the cancellation notice. \_\_\_\_\_\_\_\_ (Student / Member Initials)

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| **Billing Authorization: (Attach voided check if this is for a checking EFT)**Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Credit Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name on Account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bill to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

AT THIS MOMENT, \_\_\_\_ I (We) authorize SJ Karate Dojo Club and his representative, David A Crosby, to initiate monthly debit entries from the account(s) above. This authorization for automatic debit shall remain in full force and effect until this membership is canceled by the cancellation terms provided above and on the back of this Membership Agreement.

\_\_\_\_ I/WE will make my/our monthly payments.

\_\_\_\_ I (We) at this moment acknowledge that I (We) have read, understood, and have agreed to all the terms of this Membership Agreement, including the additional terms on the back of this Membership Agreement and that I (We) have received a signed copy of this Membership Agreement.

\_\_\_\_ I (We) hereby acknowledge the Dojo may be closed between 3 to 10 days when attending tournaments out of the State, and make-up classes may not be offered.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student / Member Approving Officer Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent / Guardian Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Party (if different from Student/Member/Parent/Guardian)

** SJ Karate Dojo –Club**

 **MEMBERSHIP AGREEMENT**

**CANCELLATION OF MEMBERSHIP**

Except as provided below, this Membership Agreement can only be canceled at the end of the Term by giving prior written notice. If Student/Member does not give written notice of cancellation, this Agreement shall automatically extend on a month-to-month basis, at the then-effective month-to-month rate. This Agreement may be canceled before the end of the Term upon the death or disability of the Student/Member, or if Member moves more than 35 miles from SJ Karate Dojo -Club. To cancel this Agreement before the end of the Term, you must deliver a signed and dated written notice of cancellation and third party confirmation of the reason for cancellation (e.g., death certificate, either: 1. by personal delivery to the studio; or 2. by registered or certified mail to: SJ Karate Dojo -Club, 1603 S Main Street, Broken Arrow, OK 74012. Cancellations permitted under this Agreement will take effect on the last day of the month following receipt by SJ Karate Dojo -Club of all required documentation. (\_\_\_\_\_\_\_\_\_)

I (We) hereby acknowledge and agree to these terms of cancellation. (\_\_\_\_\_\_\_\_\_)

**MEMBERSHIP FREEZES** Student/Member is permitted to freeze membership for one, two, or three months one time during the Initial Term, or if Student/Member is on a month-to-month basis, then one time per calendar year. If the freeze period is during the Initial Term, the Student/Member must continue to pay tuition/dues in total, and the freeze time will be added to the end of the Initial Term. If Student/Member is on a month-to-month basis, Student/Member may suspend the payment of tuition/dues until the end of the freeze period. To affect a membership freeze, a Student must submit a written request and needs to be pre-approved. (\_\_\_\_\_\_\_\_\_)

**MONTHLY TUITION/DUES** Except as expressly provided herein, all tuition/dues and payments are **non-refundable**. Tuition/Dues are billed monthly, in advance, on the first day of each month, due and payable at the time of billing – regardless of the usage of the academy. At the end of the Initial Term, monthly tuition/dues will continue on a month-to-month basis at the then effective rate. A $15 late fee will be applied for payments not made on time on top of the monthly payment. (\_\_\_\_\_\_\_\_\_)

**DECLINED OR DELINQUENT PAYMENTS** If any payment, including, but not limited to, a check charge or bank draft, is reduced, SJ Karate Dojo -Club will assess a cost of $35.00 for each payment so declined, in addition to any other recourse it may have. If Student/Member fails to pay any obligation by the terms of this Agreement, SJ Karate Dojo -Club may refuse to honor the Student/Member’s membership. In addition, should Student/Member default of any payment for more than 30 days, all amounts due hereunder shall become immediately due and payable. SJ Karate Dojo -Club and his representative David A Crosby, reserves the right to use an attorney to enforce any terms under this Agreement, and Student/Member shall be liable, in addition to any other obligations, for the cost of such enforcement. (\_\_\_\_\_\_\_\_\_)

**ASSUMPTION OF RISK & WAIVER OF LIABILITY** Student/Member represents that they are in good physical condition and can train and use the facilities of SJ Karate Dojo -Club. Student/Member hereby acknowledges that they are fully aware of the risks and hazards inherent in the practice of martial arts and fitness activities and hereby assumes voluntarily all risks of loss, damage, or injury (including death) that may be sustained by Student/Member or to their property. Student/Member hereby accepts full responsibility for the use of, or participation in, any classes, services, equipment, activities, demonstrations, tournaments, or events, whatsoever owned, operated, or sponsored by SJ Karate Dojo -Club, whether on-site or off-site and hereby releases and agrees to hold harmless, SJ Karate Dojo -Club, its owners, instructors, officers, directors, members, employees, students, volunteers, representatives and agents from any loss, claim, injury, damage or liability sustained or incurred by Student/Member resulting from that place. This release shall be binding upon the heirs, distributes, next of kin, executor, and administrator of each undersigned. In signing this Agreement, the undersigned hereby acknowledges and represents that they have read this release, understand it, and signed it voluntarily. (\_\_\_\_\_\_\_\_\_)

**DAMAGE TO PROPERTY** If Student/Member willfully or neglectfully does damage to any SJ Karate Dojo -Club property, Student/Member shall pay for the cost of repairing or replacing such damaged property. (\_\_\_\_\_\_\_\_\_)

**MEMBERSHIP RULES & REGULATIONS** Student/Member hereby agrees to abide by all rules and regulations of SJ Karate Dojo -Club, which may be posted or issued verbally, as amended from time to time. SJ Karate Dojo -Club may terminate this Agreement for violation of any rule or regulation or any conduct detrimental to the welfare or character of SJ Karate Dojo -Club or its students/members. (\_\_\_\_\_\_\_\_\_)

**MEMBERSHIP TRANSFERS** Administrative fee of $60 will be charged for membership plan changes and transferring your membership. Member will make a written request for transferring membership and needs to be previously approved by SJ Karate Dojo -Club. If approved, it will not be considered a new membership, and the liability waiver will apply. (\_\_\_\_\_\_\_\_\_)

**ENTIRE AGREEMENT** This Agreement constitutes the entire agreement/contract between Student/Member/Parent and SJ Karate Dojo -Club. Amendments or modifications to this Agreement must be in writing and signed by both Student/Member and SJ Karate Dojo -Club.

This Agreement shall be governed by the laws of the State of Utah and the State of Oklahoma. (\_\_\_\_\_\_\_\_\_)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Student / Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent / Guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_

Date