



SUNCOAST MARTIAL ARTS

MEMBERSHIP AGREEMENT

CIRCLE ONE

AFTERSCHOOL



SUMMER CAMP

DATE: _____

PARENT/ LEGAL GAURDIAN: _____

CHILD(RENS) NAMES: 1: _____ 2: _____ 3: _____ 4: _____

ADREESS: _____ CITY: _____ ST: _____ ZIP: _____

CONTACT#’S HOME: _____ WORK: _____ CELL: _____

EMPLOYER: _____ POSITION: _____

EMPLOYERS ADDRESS: _____

DRIVERS LISCENSE #: _____

SSN # (OF ADULT STUDENT OR PARENT/LEGAL GAURDIAN): _____ - _____ - _____

SPOUSES NAME : _____ SPOUSES EMPLOYER: _____

IN CASE OF EMERGENCY: NAME: _____ PHONE #: _____

ONLY THE FOLLOWING WILL BE ALLOWED TO PICK UP MY CHILD WITHOUT WRITTEN PERMISSION: _____

CHILDS SCHOOL: _____ HOW DID YOU HEAR ABOUT US? _____

PROGRAM DESCRIPTION: _____

LENGTH: _____ WEEKS START DATE: _____ END DATE: _____

AT THE RATE OF \$ _____ PER: WEEK / MONTH / OTHER: _____

NOTICE: SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE BILLING CYCLE IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS BUSINESS LOCATION CEASES TO OPERATE. THIS FACILITY IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

You may cancel this Agreement within three (3) days, exclusive of holidays and weekends, of the above date by mailing or delivery of written notice to us, and you will receive a refund upon such notice of all monies paid under this Agreement, less an amount computed by dividing the number of complete days in the Agreement term into the total Agreement price and multiplying the result by the number of days that have passed since the making of this Agreement. Such

refund will be issued within thirty (30) days after your receipt of your notice of cancellation, provided it is made in accordance with this provision. You are also entitled to cancel this Agreement and receive a refund of the unspent portion of the Agreement if we were to cease doing business, or if we were to move our facilities more than (5) miles of our present location and fail to provide within thirty (30) days a facility of comparable quality located within five (5) driving miles of this location, whose facilities you would be permitted to use at no additional cost to you for the balance of the term of this Agreement.

Any notice of intent to cancel this Agreement by you shall be given in writing to us at this location. A valid notice of cancellation from you shall terminate automatically your obligation to pay any entity to whom we have subrogated or assigned this agreement. If we wish to enforce this Agreement after receipt of such notice from you, we may request that the Department of Agriculture and Consumer Services of the State of Florida determine the sufficiency of your notice. If the Department determines that a refund is due to you, such a refund shall be an amount computed by dividing the total Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. The business location of this facility shall not be deemed out of business when temporarily closed for repair or renovation of the premises: (a) upon sale, for more than fourteen (14) consecutive days; or (b) during ownership, for not more than seven (7) consecutive days, and not more than two (2) periods of seven (7) consecutive days in any calendar year.

If this facility should go out of business at any time during the term of this Agreement, you are hereby advised to contact the Department of Agriculture and Consumer Services of the State of Florida, Division of Consumer Services, Mayo Building, Tallahassee, Florida for further information within sixty (60) days of the closing of the facility.

If you, as a buyer or maker, or your enrolled child should die or become physically unable to avail yourself of a substantial portion of those services which you used from the commencement of this Agreement until the time of disability, you are entitled to cancel this Agreement upon written notice to us, in which event you shall receive a refund paid or accepted in payment of the Agreement in an amount computed by dividing the total Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. In the event of such a claim, you and/or your estate will be required to provide us with proof of disability or death. A physical disability sufficient to warrant cancellation of this Agreement shall be established if you or your agent furnish to us a certificate of such disability by a physician licensed under Chapters 458 or 459 of the Florida Statutes.

The initial term of this Agreement shall not be for a period in excess of thirty-six (36) months, and shall thereafter be renewable only annually. Any such renewals shall not be executed or the fee therefore paid until a date which is sixty (60) days or less prior to the date on which the preceding agreement or extension expires.

If we require you to provide identification in order to enter our facility as a condition of using our services, we shall provide you with the means of such identification.

Additional Terms and Conditions

I, as the buyer enter into this Agreement with Suncoast Martial Arts (hereinafter referred to as "the School"), and do hereby agree, on behalf of myself, my children, and all persons who become entitled to use the facilities of the School by virtue of my membership, as follows:

WAIVER AND RELEASE: I and my child (ren) fully recognize the risks of injury and/or illness inherent in participation in ant fitness or martial arts program, and we represent to the School that we have taken all reasonable steps to determine, and hereby warrant, that we are in good health and physically capable of participating in the programs and courses of instruction offered by the School. We acknowledge that the School shall make no, and shall have no responsibility to make any independent evaluation of our physical health or fitness. We understand and agree that all participation in any such fitness program or use of the School's facilities or equipment on or off the premises of the School shall be at our own risk.

We hereby release, indemnify, and hold harmless the School and its officers, directors, employees, and agents, from and against any and all claims, demands, damages, costs, and liabilities of any kind or nature, including attorney's fees and costs, for injury to or death of myself or my child(ren), or any person or persons who become entitled to use the facilities of the School by virtue of our membership, or any third persons, which arise directly or indirectly out of or in connection with our participation in any program or course of instruction either on or off the premises of the School, or by virtue of our presence at the School or at any of the School's off-premises events, whether or not in fact we or such other persons are participating in any particular program or event. We understand and agree that the School shall not be responsible for the conduct of other users of the School or its facilities or equipment, or participants in the School's off-premises programs, or for any injury or death or damage to property resulting from such conduct, and we shall bring any action or proceeding against the School for ant payment compensation or claim for any loss of life or injury caused by any such user.

LOSS/DAMAGE/THEFT OF PROPERTY: We understand and agree that neither the School, nor its officers, directors, agents, nor employees shall be responsible for any personal property which is damaged, lost, or stolen in or around the School or its facilities, or at any of the School's off-premises events.

RULES AND REGULATIONS: I and my child(ren) agree to abide by the rules and regulations governing the conduct and operation of the facilities. We understand that the school has the right to alter or amend any and all rules and regulations, including those set forth in this Membership Agreement, and we agree to abide by all such amended rules and regulations. We acknowledge that we have been provided with a copy of all current rules and regulations.

We understand that our membership and the right to use the School's facilities and programs may be suspended or terminated at any time, with or without cause.

ADDITIONAL COSTS: We understand and agree that there will be special events held at the school, including but not limited to belt tests, tour naments, camps, sleep-overs, etc., and these events incur additional fees beyond the amounts set forth in this Agreement. We also understand and agree that the cost of uniforms, equipment, supplies, and food items such as snacks are not included in the cost set forth above, and must be purchased separately.

PHOTOGRAPHS: We hereby authorize the center and its agents, successors and assigns to photograph me or my child(ren) and/or use our voice without restriction and to utilize such photographs and/or voice transcriptions for any commercial purpose, including but not limited to the promotion and marketing of the School, and we agree that we shall not be entitled to receive any compensation whatsoever of any kind as a result of such use.

Parent or Legal Guardian

Date

SUNCOAST MARTIAL ARTS

8 COMPLETE MARTIAL ARTS TAUGHT AS ONE

School Use Only

After School/Summer Camp and Child Lessons

PGM SCH

STUDENT APPLICATION

Home Phone #

Work Phone #

Name: _____
First Middle Last

Address: _____
Street City State Zip Code

Personal: _____
Height Weight Age Birth Date Current grade

Names of Parents/Guardians: _____
Name cell # Occupation

School: _____
Name and address of current school Pick-up time

Nearest Living Relative: _____
Name Address Phone #

Email: _____

State any mental or physical disorders that might affect your students' progress: _____

How did you find out about us? _____

Reason for signing up? _____

The student signing this acknowledges that they should have received permission from a medical doctor following a general physical examination approving the student's participation in these instructional services. The student also waives any cause of action or claim against Suncoast Martial Arts or Martial Fit, its' officers, directors and employees for any injuries received resulting from instruction services rendered.

Student's Signature _____

Date _____

Instructor _____

Application Date _____

Authorization of Guardian if RELEASOR is a Minor

The undersigned attests and states that he (she) is the lawful guardian of the identified RELEASOR, that he (she) has read the foregoing, that he (she) is authorized to execute this Release and Authorization on behalf of the RELEASOR with the intent to bind himself (herself) and the RELEASOR to its terms, that he (she) has read and understood the foregoing Release and he (she) has voluntarily executed this Release on behalf of the RELEASOR.

Signature _____

Relationship _____

Print Name _____

**RELEASE AND COVENANT NOT TO SUE
SUNCOAST MARTIAL ARTS & WELLNESS, INC. or MARTIAL FIT**

This Release is executed on, _____ 20____ by, _____ (hereinafter
(MONTH / DAY) (YEAR) ADULT STUDENT OR PARENT/GAURDIAN (IF STUDENT IS A MINOR)

“RELEASOR”) of, _____ City of _____ State of _____,
(STUDENT OR PARENT/GAURDIANS ADDRESS) (CITY) (STATE)

RELEASOR, in consideration of being permitted to participate in, or observe, a demonstration of Suncoast Martial Arts or Martial Fit, to participate in or observe any classes or course of instruction in Suncoast Martial Arts or Martial Fit, or to participate in or observe any demonstrations of or courses of instruction offered by Suncoast Martial Arts or Martial Fit or any agents, students or employees thereof, and other good and valuable consideration the receipt and sufficiency thereof is hereby acknowledged, does for himself (herself), his (her) heirs, next of kin, executors, administrators and assigns, hereby release, waive, discharge and covenant not to sue Suncoast Martial Arts or Martial Fit, its employees, agents, students, instructors, assistant instructors, or anyone else in any way connected with Suncoast Martial Arts or Martial Fit, or any demonstration, course of instruction or class offered thereby or conducted thereat, or their heirs, next of kin, administrators, executors and assigns (hereinafter the “RELEASEES”) of and from any and every claim, demand, injury, cause of action, damage, action or right of action of whatsoever kind or nature, either in law or equity arising from or by reason of any and all bodily injury or personal injuries known or unknown, death and/or property damage resulting to the RELEASOR or from any action, inaction, statement or omission of the RELEASEES, whether alleged to be negligence or otherwise.

RELEASOR further agrees to indemnify the RELEASEES from any loss, liability, damage, claim or cost, including any and all attorneys' fees and costs of suit, which RELEASEES may incur for any reason, including but not limited to any demonstrations, classes, courses of instruction or as a result of the presence of RELEASOR in or upon the premises of the RELEASEE located as identified below, or any other location where the RELEASEE conducts business, whether caused by the actions, omissions or negligence of the RELEASEES or otherwise.

RELEASOR has been advised of and expressly acknowledges the existence of a substantial risk of injury in his (her) observation of or participation in any demonstration, course of instruction, or classes offered by the RELEASEES, or in which the RELEASEES participate, and that he (she) knowingly and voluntarily assumes full and complete responsibility for any and all risk of bodily injury, death or property damage due to the actions, omissions, conduct, statements or negligence of RELEASEES or otherwise, while in or upon the above described premises or while participating in or observing any demonstration, course of instruction or class. RELEASOR also acknowledges that an attempt by him (her) to counter or in any way nullify any movement by the person giving the demonstration, conducting the class or course of instruction or in any way participating therein, as well as the RELEASOR's voluntary observance of or participation therein, constitutes a request by the RELEASOR and his (her) unrestricted consent that the persons giving the demonstration or participating therein display a higher degree of skill and use much greater force against the RELEASOR, and that therefore the risk and severity of injury to the person and property of the RELEASOR is greatly increased.

RELEASOR expressly agrees that this release, waiver, discharge, covenant not to sue and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of FLORIDA, and that if any portion of this Release is held invalid or otherwise not enforceable, it is agreed that the balance shall, notwithstanding any invalid portion, continue to be in full legal force and effect.

RELEASOR further releases the RELEASEES and anyone else acting on their behalf, from any claim whatsoever on account of any and all first aid, treatment, medical care, medical assistance, advice of a medical nature or services rendered to him (her) prior to, during, after or resulting from his (her) participating in or observance of any class, course of instruction or demonstration by the RELEASEES, and of any omission or failure by the RELEASEES to provide such care. RELEASOR hereby consents to such care if so determined to be necessary by the RELEASEES, but hereby consents and agrees that the RELEASEE is in no way hereby required to render said services to the RELEASOR.

RELEASOR further grants permission for Suncoast Martial Arts and Martial Fit to take photos and videos and that any photos and videos made by Suncoast Martial Arts or Martial Fit is the property of Suncoast Martial Arts and Martial Fit and may be used for promotional material.

This RELEASE contains the entire agreement between the parties hereto and the terms of this RELEASE are contractual and not a mere recital. This Release shall be interpreted and enforced pursuant to the law of the State of FLORIDA.

RELEASOR further states that he (she) has carefully read the foregoing release, knows the contents thereof and signs this release as his (her) own free and voluntary act.

In witness of the above terms, RELEASOR has executed this Release at Suncoast Martial Arts or Martial Fit located

At: 1901 13th Avenue North. St. Petersburg, Florida, 33713 on _____ 20____.

(DATE) (YEAR)

RELEASOR

SIGNATURE

DATE OF BIRTH

PRINT NAME

PHONE NUMBER

Authorization of Guardian if RELEASOR is a Minor

The undersigned attests and states that he (she) is the lawful guardian of the identified RELEASOR, that he (she) has read the foregoing, that he (she) is authorized to execute this Release and Authorization on behalf of the RELEASOR with the intent to bind himself (herself) and the RELEASOR to its terms, that he (she) has read and understood the foregoing Release and he (she) has voluntarily executed this Release on behalf of the RELEASOR.

SIGNATURE

RELATIONSHIP

PRINT NAME



SUNCOAST MARTIAL ARTS

I _____ understand that

(PARENT/GAURDIAN PRINT NAME)

Suncoast Martial Arts is a martial arts school and not a Day Care facility as such. Their stock and trade is not supervision and care. Their intent is to teach physical and philosophical, character building skills to my child.

PARENT/GAURDIAN SIGNATURE

DATE

AFTER SCHOOL

SUMMER CAMP



1901 13TH AVE N ST PETE FL, 33713

727.327.9800 • SMARTS@SUNCOASTMARTIALARTS.COM • WWW.SUNCOASTMARTIALARTS.COM

CREDIT CARD AUTHORIZATION FORM

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed/text to you and the charge will appear on your bank statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us.

Please complete the information below:

I _____, authorize "Suncoast Martial Arts" to charge my credit card
 (Full Name)

indicated below for \$ _____ on _____ of each week for payment of
 (AMOUNT) (Day of Week)

_____ For: _____
 (Services Provided i.e. after school, summer camp, etc.) Student (s)

Starting on _____
 (Friday following first payment)

Billing Address _____

Phone # _____

City, State, Zip _____

Email _____

Mailing Address* (if different) _____

City, State, Zip _____

Additional instructions and requests:

CUSTOMER INITIAL _____

Visa MasterCard Amex Discover

Cardholder Name _____
 (AS IT APPEARS ON CARD)

Card Number _____

CVV # _____ Exp. Date ____/____/____

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing. I also agree to notify Suncoast Martial Arts in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Suncoast Martial Arts may at its discretion attempt to process the charge again within 30 days, and agree to an additional admin fee for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company, so long as the transactions correspond to the terms indicated in this authorization form.