

THE HARMONY CENTER MARTIAL ARTS & FITNESS CENTER MEMBERSHIP INFORMATION FORM

Type Of Membership: _____ Expiry: _____ Pymt Method: _____ Inv. # _____

Name: _____
First Name *Last Name*

Address: _____
Street Name & Number *Town/City* *Postal Code*

Email Adress

Phone: _____
Mobile *Home* *Work*

Birthdate: _____ Health Card #: _____
(MM/DD/YYYY)

Family Physician's Name & Number: _____

CURRENT HEATH & FITNESS STATUS (IF NONE APPLY, PLEASE LEAVE BLANK)

Medical Conditions: _____ Allergies: _____ Previous Injuries: _____

EMERGENCY CONTACT INFORMATION

Contact 1

Full Name: _____

Address: _____

Mobile: _____

Home: _____

Work: _____

Relationship to Member: _____

Contact 1

Full Name: _____

Address: _____

Mobile: _____

Home: _____

Work: _____

Relationship to Member: _____

ENROLLMENT AGREEMENT

For monthly payments, ONLY postdated cheques or a valid credit card on file must be handed in with this application to form a legal contract. No other form of monthly payments will be accepted.

All NSF cheques will be charged a \$25.00 fee. All payments received after the 4th of the month will incur an additional \$10.00

Student, or parent, or legal guardian of the Student, has an option to cancel this agreement in writing within 14 days from the date of signing this agreement. A prorated refund less the 2 week period plus a \$50.00 administration fee will be charged (plus the cost of the Gi or the gloves+hst). No cancellation will be allowed following this 14 day grace period.

The school will use its best efforts to assist the Student in obtaining his or her maximum potential in the Martial Arts. The School is committed to providing and maintaining competent instructors, suitable facilities, and a varied and regular class schedule. I recognize that class schedules may be adjusted periodically to further the School's goal of matching student's of generally similar size and ability. I recognize that the leadership training is an integral part of the discipline in the martial Arts, and that therefore students at higher belt levels may occasionally assist the instructors in providing instruction and supervision in classes.

Being a member of the School, I will faithfully comply with all the rules and regulations of the School and the traditions of the Martial Arts. Student's parent (or the legal guardian on behalf of the Student) should understand that any misuse of their Martial Arts skills, such as fighting with or physically abusing others, or any breach of the aims of the School would result in the Student's suspension or expulsion. The Student will not be entitled to a refund or reimbursement of the tuition and remains obligated under all the terms set forth in this agreement. Student recognizes that regular class attendance is important for Student progress and understands it is the Student's responsibility to attend the classes. Student, or the parent or legal guardian of the Student acknowledges that there have been no representations, promises or inducement made by the School with respect to this agreement, other than as expressly set forth herein, and that this agreement contains the entire understanding between the parties. I further understand that failure to complete these lessons does not relieve me of my obligations to pay the tuition in full. I recognize that the School has made substantial commitment in terms of staff and facilities in order to provide competent levels of instruction in the Martial Arts, and therefore acknowledge a corresponding commitment on my part to fulfill my obligations under this agreement. These obligations include payment of the tuition set forth on the other side of this agreement. I understand that if I fail to do so, the School shall; be entitled to enforce the promissory note contained herein according to its terms and that I will responsible for its expenses in doing so, including the School's reasonable attorney fees.

Lessons scheduled may be modified at the discretion of the School from time to time for holidays, tournaments, exams and other School activities. The School shall give proper notice of such modifications by general announcement. The course shall expire on the date shown on the reverse side. The Student, parent or legal guardian on behalf of the Student, acknowledges and is fully cognizant of all the inherent dangers in connection with execution of Martial Arts and acknowledges that the execution of the Martial Arts requires physical exertion and contact and realizes that there is a risk of physical injury which may be incurred while engaging in this activity. Protective equipment, required by the School will largely eliminate the possibility of accident or injury; however, the School does not warrant the protective equipment.

In consideration of being allowed to enroll in this course, the Student, parent or legal guardian on behalf of Student, hereby personally assumes all risks of bodily injury, death or property damage due to negligence of the School, its principals, agents, employees, and instructors, fellow students or others in connection with the activities under taken in the teaching practices, training, testing and completion involving Martial Arts; and further for himself, his spouse, legal representatives, heirs and assigns, hereby releases, waives, discharges and agrees to save and hold harmless the School, its principals, agents, employees, instructor's and fellow students, for any injury or damage whether foreseen or unforeseen any claim resulting there from whether caused by the negligence of the School its principals, agents, employees, instructors, or fellow students arising out of the enrollment in participation in this course.

Student, or parent, or legal guardian of the Student, further states that he is of lawful age and legally competent to sign this acknowledgment and release, and understands that the terms herein are contractual and not mere recital, and has signed this document on his own free will.

Student, or parent, or legal guardian of the Student, warrants that Student has had a medical examination to assure him, and assumes his own responsibility of physical fitness and capacity to perform under this program, and is physically able as attested to by the medical examination.

This agreement is non-transferable without express written consent of The Harmony Martial Arts & Fitness Center. Memberships are not freezable. They have unlimited usage within the period signed up for, and cannot be extended.

REBATE AND DEFAULT

Any unpaid balance may be paid at any time without penalty. I, the Enrollee or the Member, irrevocably authorize the School, its successors, assignees, and those acting under its authority, to copy, use, publish, for art, advertising, trade, or any other lawful purpose whatsoever, photographic portraits, pictures or video tapes of me, in which I may be included in whole or part. I, the Enrollee or the Member or the parent or guardian of the Member, give my consent to receive emails from The Harmony Martial Arts & Fitness Center.

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

RULES AND REGULATIONS: My child and I agree to abide by the rules and regulations governing the conduct and operations of the facilities. We understand that the School has the right to alter or amend any and all rules and regulations. We acknowledge that we have been provided with a copy of all current rules and regulations. We understand that my child's 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, tournaments, camps, etc., and these events all 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/VIDEOS: We hereby authorize the School and its agents, successors and assigns to photograph and/or videograph me or my child and/or use our voice without restriction and to utilize such photographs, videos 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.

COVENANT NOT TO COMPETE AND/OR SOLICIT

In consideration for enrollment in the Black Belt Program, all students so enrolled at the School hereby covenant and agree that they will not, during their tenure of membership or for a period to two (2) years thereafter, organized or enter into a competing business principally engaged in the instruction and/or practice of the martial Arts, or otherwise solicit, call upon, or accept business from any existing students at the School. Said Covenant not to compete and/or solicit applies to a geographical distance of thirty (30) kilometers radius from any existing School. The student hereby recognizes the value of the teaching, instruction, and expertise of the instructors at The Harmony Center, and further acknowledges the proprietary nature and the value of such training and existing Student accounts. The School shall also be availed, in the event of breach by the Student, of the rights and remedies provide by Ontario law, including, but not limited to, the right to seek immediate injunctive relief, as well as recovery of compensatory damages, costs and reasonable attorney's fees in pursuing such rights.

OUR MISSION STATEMENT

“THE HARMONY MARTIAL ARTS CENTER” is committed to providing each student with the opportunity for personal growth and development through the study and practice of the Martial Arts”

Signature: _____

Date: _____