



Agreement #

## MEMBERSHIP AGREEMENT

**AGREEMENT**, made \_\_\_\_\_ by and between the  
 DSA ROYAL INTERNATIONAL TAEKWONDO CLUB , DARIUS ANDAYA (herein after called *DSAROYALTAEKWONDO*) and

First and Last Name		DOB:
Address, City, Prov, Postal Code		
Home#	Cell#	Email
Medical Conditions		Carecard
IN CASE OF EMERGENCY:		
<b>Minors represented by Parent/Guardian</b>		
<b>Father/Guardian</b>	Home#	Cell#
	Work#	Email
<b>Mother/Guardian:</b>	Home#	Cell#
	Work#	Email

(hereinafter called STUDENT or MEMBER, DSAROYALTAEKWONDO agrees to, and hereby sells, and STUDENT agrees to, and hereby buys, on the following terms and conditions (including the terms and conditions contained on the reverse side hereof, membership at DSAROYALTAEKWONDO for:

- Taekwondo/Self Defense Training     
  Others: \_\_\_\_\_

This agreement commences with the below date, unless otherwise noted on this form, and obligates the member to pay the total amount of the program regardless of the number of times STUDENT comes for class. DSAROYALTAEKWONDO agrees to honor your membership as long as all payments made part of this agreement are paid satisfactorily and on time, and as long as there are no violations of membership rules, policies, dojang etiquette and/or social discourse.

PROGRAM TYPE:		Office Use only:
PROGRAM RATE:	mos.	
ENROLLMENT FEE: (For monthly basis only)	\$80.00	
Primary Dues <small>(Prorated amount for Remainder of the month)</small>		
Uniform:	\$55/60	
Full Sparring Gear :	\$155	
Optional Gear	\$40	
TOTAL		
Less payment		
Form of Payment	Cash Chq Ppal OnAcct	
Balance		
Owing		
YOUR NEXT PAYMENT IS:		

Please turn page over to read membership terms. Sign and Return to Instructor.  
 Please make all cheques payable to Darius Andaya

## MEMBERSHIP AGREEMENT - Conditions of Agreement

1. **MEMBER'S HEALTH WARRANTY.** Member and Student warrants and represents that Member(s) party to this agreement has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise or that will be detrimental or inimical to his/her health, safety or physical condition if he/she does so engage or participate. This representation is made by the Member, knowing that Management will rely upon same in respect to the issuance of this agreement. Member understands that DSAROYALTAEKWONDO is not in any way responsible for Member's actions or his/her physical well-being and that if Member is in doubt about any part of his/her capability for physical training, Member will consult his/her personal physician.

2. **RELEASE OF LIABILITY.** In consideration of being allowed to participate in any way in the DSAROYALTAEKWONDO program, and related events and activities, the undersigned:

a. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.

b. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

c. Release, waive, discharge and covenant not to sue DSA Royal International Taekwondo Club, its affiliated clubs, regional sports organizations, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees" from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise

3. **RULES, REGULATIONS AND SCHEDULES.** Member agrees to abide by the Rules, Regulations, Policies and Schedules of the facility, which may be posted by Management and/or issued orally, and which may be amended from time to time at Management's discretion and good advice.

4. **ATTENDANCE.** Regular class attendance is important for progress. Student must understand responsibility to attend classes and that student is obligated to pay monthly dues whether or not the Student attends classes. Fees are not affected by schedule changes, holidays and/or attendance. DSAROYAL TAEKWONDO does not contract to provide continuous personal supervision in respect to use of its facilities.

5. **GUEST POLICY.** Non-members must be checked in and registered prior to facilities use. Guest fees (unless waived by Management) must be paid at the going rate per visit prior to exercise use.

6. **PHOTOS/VIDEOS.** All pictures and/or recordings (video or audio) taken in class or other events may be used for future public relations, public information, club promotion, publicity, and instruction. No monetary consideration shall be paid and that such materials may be used in subsequent years.

7. **IN CASE OF EMERGENCIES.** Student (or Guardians thereof) authorizes the club and it's instructors to take the STUDENT to the hospital or medical clinic for immediate medical care.

8. **SUSPENSION OF MEMBERSHIP.** Management has the right to suspend and/or terminate any members for non-payment of fees as agreed, for other fees as used and charged, for violation of rules or good order, or for behavior contrary to the enjoyment of the facilities by other members. Member may request suspension of a membership (such remaining time on the membership to be used at a future date) if, upon WRITTEN order by a duly licensed medical physician, surgeon or chiropractor, Member cannot partake of ANY OF THE SERVICES offered by DSAROYAL:TAEKWONDO, because of significant physical disability.

9. **RIGHT TO TERMINATION AND CANCELLATION** Membership agreement may not be terminated, except for conditions set out in the consumer's protection act of British Columbia (Consumer's 10 Day Right to Cancellation & subject to distance of permanent move) other than: a) if upon a licensed medical physician's, surgeon's or chiropractor's orders, a member cannot physically receive any of the services because of significant physical disability for a period exceeding twelve (12) continuous months; b) if a member dies, his/her estate shall be relieved of any further obligation due to membership; c) if a member moves his/her residence thirty (30) or more KM from any Taekwondo club operated/associated with the seller; d) if all services cease to be offered as stated in the agreement; e) in the case of a Month-to-Month Membership, all written approved cancellations by DSAROYALTAEKWONDO will be in effect only 30 days from the application date. Therefore, making the member responsible for a last month of membership dues; Or f) Members enrolled on multi-month programs, upon 30 days notice, may terminate membership only at the end of paid subscriptions. No other terminations will be allowed, nor refunds offered. Membership runs continuously, and no temporary holds, suspensions, freezes or transfers are allowed due to work schedules, travel schedules or personal needs.

10. **STUDENT'S OBLIGATIONS.** Except upon proper expressed cancellation rights, Student is not relieved of his/her obligation to make payments as agreed. No deductions or allowances from any payments shall be made by reason of member's failure to attend or use the services of DSAROYALTAEKWONDO.

11. **CLOTHING AND PROTOCOL.** Member is bound to an agreement to exercise in proper Taekwondo Uniform (Dobok). During tryout sessions, new students may wear white shirt and sweat pants. On hot summer days, white shirt and dobok pants are allowed. Other than Taekwondo shoes, no other footwear will be allowed while in training. Jewellery and other paraphernalia must be removed prior to start of training.

12. **RETURNED PAYMENT AS A CHECK, BANK DRAFT OR CREDIT CARD.** Member is bound to make good immediately on Returned payments, and will suffer a charge of twenty dollars (\$20.00) for each incidence. Membership privileges may be suspended by Management until restitution is made.

13. **UNPAID BALANCES.** Any overdue balance is subject to a service fee and may also result in suspension of membership privileges until such balance is paid. In the event of unpaid Balance Payment on a purchased longer-term membership, original payments will be applied to time purchased and the membership shall revert to that agreement. Any balance due over thirty (30) days may result in suspension of membership, and Student will be responsible for any and all collection costs and legal fees suffered by Management in an attempt to collect payment.

14. **VALUABLES AND PERSONAL PROPERTY.** Members are urged to avoid bringing valuables onto club premises. Management, its agents, affiliates, representatives and employees are not liable for storage, safekeeping, loss, theft of nor damage to personal property of members or guests.

**ENTIRE AGREEMENT.** This agreement constitutes entire and exclusive agreement between the parties (DSAROYALTAEKWONDO and STUDENT). Any promises, representations, statements, understandings and/or agreements pertaining directly or indirectly to this Agreement which are not contained herein are hereby waived. This Agreement may be modified only by an instrument in writing, signed by both DSAROYALTAEKWONDO and STUDENT. Employees are not authorized to make any independent agreements which are not general policy of this club.

**STUDENT'S SIGNATURE/STAFF COUNTERSIGNATURE:** Student represents that he/she has read the Membership Agreement Conditions and Terms, constituting the entire Agreement, or in the event of not reading, has waived the reading of same, and agrees to each and all of the terms, conditions, fees and payment schedules listed herein. In witness whereof, the parties set their signatures, as of the date first above written.

Signature of Member/Guardian X \_\_\_\_\_

Club Representative : \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_