

JOW GA KUNG FU Membership Agreement

Student's Name: _____ Age _____ DOB ____/____/____

Member/Co-signer's Name: _____ Relationship W/Student: _____

Address: _____ City: _____ State: Va. Zip: _____

The term "member" used in this Agreement means either the parent/guardian signing this Agreement or the Student who is an adult member, wherever applicable. The words "you, your" shall also mean member and the terms "we, our, us and Jow Ga Kung Fu.

____ YEAR AGREEMENT \$ _____

DOWN PAYMENT FEE: \$ _____

TOTAL PRICE OF CONTRACT: \$ _____ AND _____ MONTHS OF DUES AT \$ _____ A MONTH

PAYMENTS STARTS ____/____/____

Member represents that he or she is in good physical condition and able to use the equipment provided, and to participate in martial arts exercise programs made available by Jow Ga Kung Fu. Jow Ga Kung Fu represents that its personnel are trained in providing martial art programs and instruction in the proper use of our equipment. Jow Ga Kung Fu further represents that its personnel have no expertise in diagnosing, examining or treating medical conditions of any kind of in determining the effect of any specific exercise on said medical condition.

Member fully understands and agrees that using the facilities, participating in the martial arts programs including doing point or full contact sparring or while representing Jow Ga Kung Fu in activities or competitions, whether or not within the facilities, there are possibilities of accidental or physical injury.

Member agrees to indemnify Jow Ga Kung Fu from any and all liability on the part of Jow Ga Kung Fu, our officers, our employees and related members. Members assume full responsibility for all actions during and in connection with the training, and understand it is your responsibility for all actions during and in connection with the training and understands it is your responsibility to obtain your own medical insurance coverage.

Bad Check Fee. If your check for any payment under this agreement is returned for insufficient funds you will be charge a bad check fee of \$25.00. In addition, when applicable, you may be charged both a late charge and a bad check fee.

Entire Balance Due. If you do not make payment or installment when it is due, we can suspend your membership privileges and/or require you to pay the entire balance.

Default: You will be in default if you miss any installment payment as scheduled, or have not paid us everything you owe by the scheduled end of this Agreement, or the entire balance of what you owe becomes due and you do not pay us. We may get a court judgment against you for what you still owe and you agree to pay all court fees and costs of collection, including, but not limited to court costs, private process fees, and attorney fees to and may exceed 25% of the principle balance owed.

If You Do Not Use Our Facilities. Even if our facilities and services are not used, you are still responsible for payment under this Agreement. Failure to take the lessons in the allocated time, without written request and approval, invalidates the lessons beyond the expiration date. Any approved extension of your lessons will not relieve you of your obligation to make payment under your payment schedule. No refunds are permitted if an extension of lessons is not used.

Military: Any person or persons enlisted in any branch of the United States Armed Forces, (Army, Air Force, Navy, Marines or Coast Guard) have the responsibility to furnish orders before committing to this agreement. If your current assignment orders has less than one (1) year and more than six (6) months remaining on it. It is a must that you enroll under the month to month agreement. If your current assignment has more than one (1) year remaining, and less than three (3) years, you can choose the one (1) two (2) or three (3) year agreement.

OVER

Our Rules And Regulations. Member agrees to abide by and obey all the rules and regulation established by Jow Ga Kung Fu for the best interest of the membership whether posted or communicated orally. Jow Ga Kung Fu reserves the right to revoke privileges for infraction or violation by member of rules and regulation or the terms of his Agreement. Upon such revocation, no part of fee shall be refunded. Such rules and regulations are subject to change without notice.

Release Of Liability. Member agrees to indemnify Jow Ga Kung Fu and its employees against any and all liability incurred by them to any person brought into the facility as a guest. Members are advised to avoid bringing valuables into the facility and under no circumstances will Jow Ga Kung Fu be liable for any damage or loss of personal property belonging to member or the guest.

Entire Agreement. This Agreement constitutes the entire and exclusive Agreement between the parties. Any promises representation, understanding and / or agreement pertaining directly or indirectly to this Agreement, which are not contained herein, are hereby waived. Jow Ga Kung Fu personnel are not authorized to make any independent agreement with any member.

Changes Of Your Membership. If you upgrade your membership by signing a new agreement, which includes your previous balance, the new agreement will supersede the old agreement if the amount listed under "total previous payment made" in the Re-sign Data section of the Agreement is paid in full. Cancellation of the new agreement will cause your previous agreement to remain valid and enforceable.

Transferring This Agreement. We can transfer this Agreement to an independent financial institution, or we may refer it to another company for collection. You can transfer your membership privileges if you have a membership which permit it and you comply with all terms and conditions of transfer.

Governing Law. This Agreement will be governed by the laws of the State of Virginia and the United States. If any part of this Agreement is unenforceable, this will not make any other part unenforceable. The following notice required by Law:

NOTICE: Any holder of his consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE OF CONSUMER'S RIGHTS. You may cancel this Agreement without penalty of further obligations within three (3) business days (including Saturday) from the date of this Agreement. You may appear in person with written notification or send a written notice by certified mail postmarked by midnight of the third day.

If our facilities are temporarily unavailable exceeding the period of one month, we will extend the period the facilities are not available or you will be entitled to prorated refund.

If you become disabled for a period exceeding three (3) months, have it confirmed in writing by a doctor, and we will extend your membership privileges equal to the duration of your disability. However, payments should continue to be made during your disability period.

Our facility is not required to carry a performance bond under regulations since we do not collect more than three (3) months' tuition in advance.

Guaranty. The guarantor who signs below guarantees the full payment of all amounts, which are owed to us under this Agreement. If the member does not pay us, we may extend the time allowed for payment, modify this Agreement and release other parties without affecting the obligation of the guarantor. The guarantor waives notice of acceptance of this guaranty. **By signing below, you also certify that you have received a complete copy of this Agreement, rules and regulations.**

Name: _____ D.O.B. ____ / ____ / ____

Address: _____

City: _____ Va, Zip _____

SSN ____ -- ____ -- ____ Telephone # (____) _____

Signed: _____

Date: ____ / ____ / ____