

Bushin Martial Arts Academy of Richmond, LLC

Gracie Jiu-jitsu of Richmond

Student Release, Waiver, & Enrollment Agreement

STUDENT/VISITOR INFORMATION:

TODAY'S DATE: _____

Last Name _____ First Name _____ E mail _____

Parent/Guardians Last Name (If Student is under 18) _____ First Name _____

Street Address _____ Apt. No. _____

City _____ State _____ Zip Code _____ Date of Birth _____ Age: _____

Home Phone _____ Work Phone _____ Cell Phone _____

Emergency Contact: Name: (_____) _____ Contact Phone Number: (_____) _____

Previous Martial Arts Experience? Discipline _____ Rank _____ Most Recent Training Date: _____

Satisfaction Guaranteed-10 Days of 100% Risk Free Training

You will have 10 calendar day to train under our 100% Risk Free Guarantee! If you are not fully satisfied with the teaching and service that BMAA provides simply notify an academy instructor during the 10 day trial period and you will NEVER get charged!

I UNDERSTAND that my 10 day risk free trial period begins on _____ and ends on _____

*I, THE STUDENT OR THE PARENT ON BEHALF OF THE STUDENT, UNDERSTAND, that under the terms of this agreement, the school obligates itself to furnish me with competent instruction and suitable facilities for teaching lessons. All class lessons are supervised by qualified personnel trained in the procedures and traditions of the Martial Arts. I agree that I am physically fit to receive and participate in the prescribed course of instruction. I agree to faithfully comply with all the rules and regulations of *BMAA*. The regular hourly tuition is \$100.00 per hour; however, a substantial discount has been provided to me by virtue of enrolling in a training program. If I become delinquent and do not contact *BMAA* I will forfeit the right to discount pricing.

*I, THE STUDENT, UNDERSTAND that if my tuition is arranged to be made in monthly installments, *BMAA* has a fiduciary responsibility to collect all payments in a timely manner. **Any modifications, changes, amendments or cancellations of the student enrollment must be in writing. No oral amendments or modifications are to be made to the student enrollment agreement.**

*I FURTHER UNDERSTAND that the budgeted tuition payment plan is not affected by my training schedule and/or attendance. There will be a maximum pause ("freeze") in monthly payments of two (2) months per a twelve-month period, any pause longer will result in cancellation of my account and subsequent fees must be paid. UPON COMPLETION OF THIS AGREEMENT, the agreement shall self-renew under the same terms This agreement shall continue to self-renew until cancelled. I have the option to cancel with 30 days notice at the end of term of the agreement. **All monthly dues are due until proper cancellation procedures have been followed. In no case shall any monthly payment be retroactively refunded.**

*I SPECIFICALLY ACKNOWLEDGE and agree that the belt or other indication of rank is a privilege and not a right. My acceptance of instruction and rank constitutes acknowledgement that I shall not, either for profit or not for profit, divulge, teach or in any way disseminate the skills provided to me by instructors at the academy. I further agree that the academy shall be entitled to immediate injunctive relief to enjoin me from said dissemination. I waive any defenses to this clause and shall be liable for all attorney's fees and costs in the event the academy is required to bring an action to enforce this clause. *BMAA* retains the right to cancel this agreement at any time with or without cause. I shall be entitled to a refund of all unearned amounts due upon cancellation by the school.

*A LATE CHARGE of seven dollars and fifty cents (\$7.50) will be assessed for any payments seven days (7) past due. Other fees: Return EFT draft \$5, Re-clear EFT draft \$15, and returned checks \$35.

*I ASSUME ALL RESPONSIBILITY for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges that may be incurred for default payments.

*SCHOOL ADMINISTRATORS MAY MAKE any modifications in the class schedule as deemed necessary. Such modification does not relieve me of my payment obligations under any circumstances. School administrators also reserve the right to close the school on national holidays, for the purpose of special events, and a period not exceeding four weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.

*BY ENTERING INTO THE AGREEMENT, I grant the school permission to use photographs, videotapes, artwork or other likenesses of me, the student, for marketing, trade, publishing or any other lawful purpose.

*I AUTHORIZE the use of a disclosed e-mail address for billing purposes and acknowledge that e-mail text may include financial information pertaining to the membership.

***Cancellations** must be in writing and must be done in person or by registered or certified mail. BMAA does not charge members cancellation fees, but a minimum of two weeks notice must be given prior to the next payment date. No refunds on monthly tuitions will be given if proper notice is not received.

*I/we, the undersigned, hereby give, grant, and bestow absolute, complete, and irrevocable authority, rights, ownership, and permission to Bushin Martial Arts Academy of Richmond, LLC to (1) **photograph, video, take, develop, process, print, edit, copy, duplicate, post, copyright, modify, use, sell, publish, or otherwise utilize, without limit, in whole or in part, in any form, original, edited or otherwise modified, any and all photographs, videos, likenesses, renderings, and/or images** of me or my below designated child, which are taken in conjunction with me or my child's participation in any and all activities, classes, seminars, clinics, programs, demonstrations, events, or activity related to, directly or indirectly, to Bushin Martial Arts Academy of Richmond, LLC and/or martial arts activity; and (2) to use these photographs, videos, likenesses, renderings, and/or images for any and all purposes to include but not limited to, any artistic, commercial, business, marketing, advertising, educational, profit, promotional, sale or for any other reason or purpose; and (3) to use these photographs, videos, likenesses, renderings, and/or images in any and all forms, media, or format, including but not limited to print, broadcast, electronic, internet, telephonic, transmit, newspapers, flyers, brochures, paintings, books, pamphlets, publications, web sites, promotional, magazines, billboards, or any other form or format. It is further understood that I will not video record or photograph any classes/training without prior permission from Bushin Martial Arts Academy of Richmond.

*The undersigned understand that Bushin Martial Arts Academy of Richmond crosschecks all its students with the national sex offender database (NSOPW.gov) for the safety of its students. The undersigned understand that Bushin Martial Arts Academy of Richmond reserves the right to refuse service to any individual who has been convicted of a sex crime.

***The undersigned** represent that they are fully aware of the nature, risk, and inherent dangers involved in this program and that training in the **martial arts is a contact activity**, potentially dangerous, and can result in serious or fatal injury, possible exposure to virus, and bacteria. The undersigned understand and agree that all self-defense or use of force situations are unique and depend on particular facts and circumstances; that the use of physical force should only be used as provided by law; that the undersigned are solely responsible for knowing.

All applicable laws; and that there are absolutely **no representations, warranties or guarantees**, expressed or implied, that the instructions, techniques, training, skills, opinions or other information conveyed in this program will be safe, effective, justified, applicable or useful in any situation. The undersigned agree to assume any and all risks of injury, death and/or damages associated with, caused by, or resulting from participating in this class, event, or program, including but not limited to all risk, associated with martial arts training, strenuous physical activity, physical contact, vigorous exercise, sparring, use of any equipment, use of the facilities, or from the student's decision at anytime to use, misuse, or apply any program information, skills, methods or techniques. The undersigned hereby agree to assume full and complete responsibility for any and all claims, injuries, actions, losses, liability, damages, costs and expenses that the student or parent might sustain that are associated with, caused by, or resulting from participation in this program or from the student's decision at anytime to use, misuse, or apply any program information, skills, methods or techniques. The undersigned further agree to release, to indemnify, to defend, and to save and hold harmless **BUSHIN MARTIAL ARTS ACADEMY OF RICHMOND, LLC**, all its instructors, directors, agents, officials, representatives, sponsors, entities and organizations, including but not limited to Dai Nippon Butoku Kai of Japan, International and U.S.A., and JECC Inc., from any and all claims, causes, injuries, actions, losses, liability, damages, attorney fees, fees, costs and expenses for injury, death, or otherwise to any and all persons or entities, including the student, that is alleged to be associated with, caused by, or resulting from the student's participation in this program or from the student's decision at anytime to use, misuse, or apply any program information, skills, methods or techniques.

I have read and understood all the terms and conditions set forth herein and acknowledge receiving a copy of this document for my records.

SIGNATURE OF STUDENT _____ **DATE** _____

SIGNATURE OF PARENT(S) OR GUARDIAN _____ **DATE** _____

SIGNATURE OF PARENT(S) OR GUARDIAN _____ **DATE** _____