

MEMBERSHIP APPLICATION AND CONTRACT

This agreement is made between World Martial Arts Federation, Inc. d/b/a Choe's Martial Arts, 2136 East Edgewood Drive, Lakeland, Florida 33803 ("we," "us," and "our") and the buyer / member / enrollee identified below ("you," and "your"). This agreement is effective on the Effective Date indicated below.

APPLICANT INFORMATION:

Primary Buyer / Member / Enrollee Information

Name: _____

Address: _____

E-mail address: _____

Phone #: (B) _____ (H) _____ (C) _____

Birthdate: ____ month ____ day ____ year (optional) Gender: __ male __ female (optional)

How did you find us: __ Drive-by __ Bus __ Flyer __ Google __ Facebook Friend: _____

Enrollee: _____ Gender: M / F DOB: _____ Age: ____ Grade: ____

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Enrollee: _____ Gender: M / F DOB: _____ Age: ____ Grade: ____

Category of membership you are selecting (check): __ Evening Classes __ After School Pick Up __ Day Camp

Method of Dues / Fee Payment

Name on card: _____ Card you will be using: __ MasterCard __ Visa

Credit card number: _____ Exp.: ____/____ CVV: _____

Driver's license information for individual identified on the credit card and/or check

State issuing driver's license: _____ License number: _____ Exp: _____

Billing and Payment Information:

Membership fees and dues do not include fees for seminars, testings, tournaments, and other services and products, which are charged separately. Fees are due regardless of classes unattended including illness and Acts of God.

SUMMER CAMP 2018

AGES: Minimum of 6 years old or entering 1st grade and no older than 12.

TIME: 9am to 3pm; Drop-off as early as 8am and pick up until 3:30pm. If you need more time....

EXTENDED TIME: Classes w/ uniform from 3:30 to 5:45pm for \$20 per week per student or \$30 per family. Daily rate is \$7.

LUNCH: a lunch box with food, utensils, drink, and snacks are required (with exception to pizza day).

ATTIRE: Choe's T-shirt, shorts, socks, and sneakers (swimwear, towel, sunscreen needed on Wednesdays)

LATE PICK-UP *:** after 5:45 pm a fee of \$10 will automatically be charged to the credit card on file.

*** Please advise that if you continue to pick up your child late, we reserve the right to cancel membership.

PRE-PAID RATES: include martial arts classes, local field trips, games, activities, and pizza days.

Dates for payment drafts (Pre-paid): May 25th for Weeks 1 thru 4. June 22nd for Weeks 5 thru 7. July 13th for Weeks 8 thru 10.

All sign ups AFTER May 11th a \$20 add-on for all rates below (registration not required):

*Full Week (4 to 5 days): \$130 =====> 3 Days: \$110 =====> 2 Days: \$80 =====> 1 Day: \$45
If you need additional time; 3:30 to 5:45pm it is an additional \$25 per week or \$7 per day.*

___ Registration / supply fee: \$49 (incl. one shirt) ___ Uniform: \$45 (required for late class) ___ Extra shirt: \$10

NO REFUND POLICY: *Due to the nature of reservations and pre-selection of dates, refunds will NOT be given should you wish to change dates and/or not attend for whatever circumstance. ADD ON's of additional dates will incur add-on fee to rates of \$20 (should space be available).* **PARENT INITIALS:**

Week	Dates	Circle Days Needed	Rate	Late Class?	Special Field Trip price per person.	Amount Due
1	May 28 to June 1	ALL or M T W R F			None	
2	June 4 to 8	ALL or M T W R F			June 8: Lowry Park Zoo: \$25	
3	June 11 to 15	ALL or M T W R F			None	
4	June 18 to 22	ALL or M T W R F			June 22: WonderWorks: \$25	
5	June 25 to 29	ALL or M T W R F			None	
6**	July 2 to July 6**	ALL or M T R F			July 6: Lake Eva Waterpark: \$10	
7	July 9 to 13	ALL or M T W R F			None	
8	July 16 to 20	ALL or M T W R F			July 20: Fun Spot Kissimmee: \$30	
9	July 23 to 27	ALL or M T W R F			None	
10*	July 30 to Aug 3	ALL or M T W R F			Aug 3: Lake Eva Water Park: \$10	

Closed on July 4th. **NOTE: *August 3rd last day of summer camp. We will NOT open for camp the week before school starts.

Local Field Trip Schedule:

Monday: Skateworld (incl. skates and beverage)

Tuesday: Pizza Day and Movie at Cobb Theater

Wed: Gandy Pool (bring swimsuit, towel, and sunscreen)

Thursday: Family Fun Ctr (incl. \$7 in tokens or equiv.)

Friday: 2infinity (we leave at 9am sharp)

Rates do NOT change and credit will NOT be given if a child does NOT go on a Field Trip(s).

Special Field Trips are subject to change.

We depart **9am** during these special days:

June 8: Lowry Park Zoo \$25 includes lunch.

June 22: WonderWorks Orlando \$25 includes lunch.

July 6: Lake Eva Waterpark Haines City \$10.

July 20: Fun Spot Kissimmee \$30 includes lunch.

Aug 3: Lake Eva Waterpark Haines City \$10.

*Choe's Martial Arts may call you or your emergency contacts to pick up your child immediately if he/she is a disruption to the camp. This may occur after repeated warnings about **BEHAVIOR** or **CONDUCT** that day. Continued disruptions may lead to **EXPULSION** from camp. We have a **LOST AND FOUND** bin. Items that are not claimed will be donated. We advise campers*

*to keep their valuable items at home. We are not responsible for lost or stolen items. Children are allowed to bring any **ELECTRONIC** gaming devices on **FRIDAYS ONLY. This includes CELL PHONES.** If you need to contact your child please call our school. Anyone with one will have it taken from them and kept at the front desk until parents pick up. Students must abide by all rules, regulations and chaperone instructions on field trips. Chaperones cannot prevent injuries because they cannot always control the conditions present or be present at all times. By enrolling your child, you understand that Choe's Martial Arts School may obtain any **MEDICAL TREATMENT** that may deem necessary in the event of an emergency, in the event your child becomes seriously ill or injured that local medical service will be called or **911** to administer medical treatment that may be necessary.*

MEMBERSHIP TERMS AND CONDITIONS

1. We are granting you a non-exclusive license to use our facilities, services and equipment, but only at the times and for those purposes that we permit.
2. You understand that the purpose and intent of membership is to teach Taekwondo only, and not to correct behavioral or psychological problems, enhance problem-solving skills, or otherwise help with social skills or self-efficacy.
3. You will pay all fees when due to maintain your rights under this license. You irrevocably authorize us to periodically charge your credit card or debit your account through electronic funds transfer for all amounts due under this contract. You waive your right to contest a charge or debit after 30 days of a transaction date, as well as all past due balances, interest, which is charged at the maximum legal rate, and any bank charges and our reasonable administrative fees for handling dishonored transactions.
4. You will engage in all activities at our facilities and its surrounding areas, or otherwise related to your membership or our facilities, services, and equipment, at your own risk. You promise not to engage in any activities without first consulting with your physician and all other appropriate healthcare providers. You are representing to us that you have given us written notice of any mental or physical health matters that might affect your health or the health of others if you enter our premises, use our facilities, services, or equipment.
5. You will comply with all rules imposed by us regarding the use of the facilities, services, and equipment, which are subject to change without notice, and you will otherwise conduct yourself in a controlled and reasonable manner always, and refrain from using any facilities, services, or equipment in a manner inconsistent with their intended design or purpose.
6. You understand that we aren't responsible for property that is lost, stolen, or damaged while you are in, on, or about the premises.
7. You agree, on behalf of yourself, your heirs, executors, administrators, successors and assigns that we, and our insurers, employees, officers, directors, stockholders, representatives, and associates ("our personnel"), are not liable for any damages arising from property casualty or personal injuries (including death) sustained by you, on or about our premises and off-premises, or those claims that may otherwise concern this contract or the use of our facilities, services, or equipment, or any actions of our personnel, regardless of whether such claims result, in whole or in part, from our negligence or our personnel's negligence in the scope of their employment, or for any of our personnel's negligent or intentional acts or failures to act that are committed against our policies and procedures, or outside the scope of their duties. You promise not to sue us for these matters.
8. You agree, on behalf of yourself, your heirs, executors, administrators, successors and assigns, to forever release and discharge us, our insurers, and our personnel, from all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, unanticipated, resulting from, arising out, or related to the use of our facilities, services, equipment, or off-premises activities. You promise not to sue us for these matters.
9. You are solely responsible for your safety and wellbeing, and you assume full responsibility for all injuries, economic and noneconomic damages, and losses of any type, that occur to you.
10. You hereby indemnify and hold us and our personnel harmless against all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by you, or your actions or inactions, whether negligent or intentional.
11. You also hereby indemnify and hold us and our personnel harmless against all claims, demands, damages, rights of action, or causes of action, of any person or entity, including another parent or legal guardian, that may arise that parent's or legal guardian's request for a member's membership status or file.
12. If we or our personnel are held liable for claims, despite this agreement, you agree that we and our personnel aren't responsible for any incidental, indirect, or consequential damages, and that all recoverable damages are liquidated at \$100 per occurrence.

13. You represent to us that you are not relying on any statement or representation made orally or in writing by any person in entering this contract.

14. If there is any dispute between you and us, including but not limited to, any matter that arises out of or relates to this contract, our facilities, or your membership, you agree to submit the claim to binding arbitration to be administered by the American Arbitration Association under its consumer arbitration rules. You promise not to join with others in any claims and waive all rights to participate in or file a class action or other form of multiple-party lawsuit. You waive your right to a jury trial in all cases not eligible for arbitration. Discovery will be limited to the mandatory disclosures required under the rules. The Association's Procedures for the Resolution of Disputes through Document Submission will be mandatory wherever applicable. Each party is responsible for its own attorneys' fees and costs. You may opt out of this arbitration provision by sending us written notice within 30 days of signing this contract. All disputes will have exclusive venue in Polk County, Florida and will be governed by Florida law.

15. This contract is our entire agreement. There are no prior or contemporaneous agreements, representations, or understandings. The provisions of this contract can only be modified or waived under a writing signed by the person against whom enforcement is sought. No waiver will be continuing without including an express statement of intent to create a continuing waiver.

16. Any provision of this contract that violates any consumer protection statute or other applicable law is void. If a tribunal with jurisdiction over a claim involving this contract determines that a provision of this agreement is unenforceable, it will provide a reasonable substitute that reflects, as closely as possible, the economic expectations of the parties. If a provision cannot be amended by the tribunal, the parties must negotiate in good faith to agree upon a reasonable substitute provision. The various portions of this contract are severable and can be enforced if a provision is held unenforceable and unamendable if the remainder reflects the economic expectations of the parties.

17. You agree that the company and company personnel may record, modify, display, and otherwise use your name, image, likeness, and appearance in any medium to promote the company without further consent or compensation. The company owns all rights to such promotion.

18. If there is an accident or emergency, you consent to medical care and treatment by any physician. This authorization is given in advance of any specific diagnosis, to give authority and power to render care which a physician in the exercise of his/her judgment deems advisable. You authorize the company and company personnel to consent to such medical care. You agree to pay the reasonable cost of the medical care and to indemnify and hold the company and company personnel harmless for liability for such cost.

19. We will not hold or administer any medication.

20. You promise not to make any public statement or post any picture pertaining to us or our current or previous employees that might be in any way considered disparaging to us. You promise to remove any publications we ask you to remove and/or publish a retraction statement that we provide to you. If you don't comply with this provision, we may obtain injunctive relief from any court of competent jurisdiction, without posting a bond, liquidated damages of \$250 for each day of noncompliance, and reasonable attorney's fees and costs. This provision is not subject to arbitration.

21. All provisions of this contract survive its termination.

22. All notices provided under the contract must be in writing and delivered by hand, certified mail, or by common carrier with signature verification.

23. This agreement is not made for the benefit of any third parties.

Signature of Member's parent, individually and
as legal guardian of the Member

Effective Date

Signature of Member's parent, individually and
as legal guardian of the Member

Effective Date

LIABILITY WAIVER AND RELEASE

In consideration of my use of the exercise equipment, services, and facilities provided by World Martial Arts Federation, Inc. d/b/a Choe's Martial Arts School (the "company"), I agree on behalf of myself, my heirs, executors, administrators, successors and assigns, as follows:

1. The company, its insurers, and its employees, officers, directors, stockholders, representatives, and associates ("company personnel"), are not liable for any damages arising from personal injuries (including death) sustained by me on or about the company's premises or off-premises, or that concern the use of the facilities, services or equipment, or any actions of company personnel regardless of whether such injuries result, in whole or in part, from the negligence of the company or company personnel.
2. I am solely responsible for my safety and wellbeing, and I assume full responsibility for all injuries, economic and noneconomic damages, and losses of any type, that occur to me.
3. I hereby fully and forever release and discharge the company and company personnel, from all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from, arising out, or related to the use of the company's facilities, services or equipment.
4. I will disclose all my health conditions that might be of risk to myself, or others. I will make this disclosure in writing to the company before using its facilities, services or equipment.
5. I hereby indemnify and hold the company and company personnel harmless against all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me, or my actions or inactions, whether negligent or intentional.
6. I understand and acknowledge that the company is not responsible for property that is lost, stolen, or damaged while we are in, on, or about the premises and off-premises.
7. I will comply with all rules imposed by the company regarding the use of the facilities, services and equipment, which are subject to change without notice, and I will otherwise conduct myself in a controlled and reasonable manner always, and refrain from using any facilities, services, or equipment in a manner inconsistent with their intended design or purpose.
8. If the company or company personnel are held liable for claims, despite this agreement, I agree that they are not responsible for any incidental, indirect, or consequential damages, and that all recoverable damages are liquidated at \$100 per occurrence.
9. If any dispute arises between me and the company, that concerns or relates to this contract, company personnel, or the use of the company's facilities, services, and equipment, the claim will be submitted to binding arbitration to be administered by the American Arbitration Association under its consumer arbitration rules. None of us will join with others in any claims and waive all rights to participate in or file a class action or other form of multiple-party lawsuit. I waive the right to a jury trial in all cases not eligible for arbitration. Discovery will be limited to the mandatory disclosures required under the rules. The Association's Procedures for the Resolution of Disputes through Document Submission will be mandatory wherever applicable. I am responsible for my own attorneys' fees and costs. All disputes will have exclusive venue in Polk County, Florida and will be governed by Florida law.
10. I will not directly or indirectly publish or disseminate any statement, publicly or privately, that might, in the company's opinion, disparage us (or company personnel) or diminish our reputation (or of company personnel) in any way whatsoever, and I will immediately retract and, where possible, remove all such statements upon the company's request. If you don't comply with this provision, we may obtain injunctive relief from any court of competent jurisdiction, without posting a bond, liquidated damages of \$250 for each day of noncompliance, and reasonable attorney's fees and costs. This provision is not subject to arbitration.
11. I am not relying on any statement or representation made orally or in writing by any person in entering this contract.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE COMPANY AND COMPANY PERSONNEL USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE COMPANY AND COMPANY PERSONNEL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE COMPANY AND COMPANY PERSONNEL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY, AND NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN, AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF THE CONTENTS.

Signature of Member's parent, individually and
as legal guardian of the Member

Effective Date

Signature of Member's parent, individually and
as legal guardian of the Member

Effective Date