

Dragon Martial Arts Academy - Creston Membership Agreement and Waiver of Liability

Student Name: _____ Birthdate: _____

Address: _____ City: _____

Phone #s: (H) _____ (C) _____ Postal Code _____

Email Address(es): _____

Monthly tuition is to be paid at the beginning of the month; and before taking part in any classes. Memberships using Punch Cards do not expire. Tuition payments for the current month, or Purchase of Punch Cards for Classes are generally not refundable. In the case of extreme or unforeseen circumstances; a refund of the unused portion of a Punch Card may be obtained on a case-by-case basis. (These circumstances may include situations such as a permanent move away from the area resulting in continued attendance being impractical). Dragon Martial Arts Academy Creston reserves the right to refuse or cancel membership for any reason without notice. In the event that a membership with unused classes is terminated by Dragon Martial Arts Academy Creston (either Monthly Tuition or Punch Card); the value of the unused classes will be refunded.

I have read and understand the Refunds/Cancellations policy: _____ (Initials)

Martial Arts training, in the most simple terms, is the study and practice of self-defence. This involves training both the body and mind to be prepared to protect yourself or others in a violent situation. Martial Arts training (as with any physical activity) carries with it certain inherent risks. These risks include, but are not limited to:

- Physical:

In the course of training, students can expect to perform and be exposed to fast and dynamic physical movements. In order to prepare the body to perform these movements; emphasis is placed on improving physical fitness and flexibility. In order to practice the self-defence techniques that are learned; violent actions will be simulated in a controlled environment. These violent situations include (but are not limited to) the practice of striking, control holds, choke holds, and joint manipulation with training partners. While reasonable care will be undertaken by the instructor(s) and/or training partners involved; no guarantee can be offered against any personal injury or death. I certify that I (or my child, as the case may be) am healthy enough to undertake the physical activities set out in this agreement; and any/all relevant pre-existing medical conditions (including significant allergies), pre-existing injuries, or physical limitations are disclosed as follows:

_____ Asthma _____ Diabetes _____ Heart Condition

Allergies or Other Injuries/Relevant Conditions (or write "N/A"): _____

- Psychological:

In order to practice the self-defence techniques that are learned; violent actions will be simulated in a controlled environment. These violent situations include (but are not limited to) the practice of striking, control holds, choke holds, and joint manipulation with training partners. While simulating and/or practicing violent actions; there exists a risk of possibly causing new trauma or triggering memories of past psychologically traumatic events.

I have read and understand the Physical and Psychological Risks: _____ (Initials)

I am fully aware of the risks and hazards connected with my participation Martial Arts training, including physical injury or even death. I hereby elect to voluntarily participate in Martial Arts training with Dragon Martial Arts Academy - Creston; knowing that the associated physical activity may be hazardous to me (or my child, as the case may be) and/or my property. I voluntarily assume full responsibility for any and all risks or loss, property damage, and/or physical or psychological injury (including death), that may be sustained by me (or my child, as the case may be); or loss or damage to property owned by me or my child, as a result of my/their participation in these classes. I further certify that I am at least 18 years of age. If the student named in this agreement is under 18, I am signing this within my authority as their parent/guardian.

I have read and understand the Waiver of Liability: _____ (Initials)

I hereby release, waive, discharge, and covenant not to engage any legal actions against, Dragon Martial Arts Academy, Dragon Martial Arts Academy - Creston, Warren Lee, Derek Hall, Theresa Hall, their officers, agents, employees, and/or any stakeholder of any venue where training or competition occurs from any and all liability, claims, demands, actions and causes of action whatsoever arising out of, or related to any loss, damage, or injury, including death, that may be sustained by me (or my child, as the case may be), or to any property belonging to me or my child, while participating in physical activity, or while on or upon the premises where a Dragon Martial Arts Academy event is being conducted.

Optional: I further provide Dragon Martial Arts Academy – Creston the right to use my (or my child's, as the case may be) image (whether in the form of video or still photograph) in connection with the advertisement and/or promotion of Dragon Martial Arts Academy – Creston. This consent applies to printed media, digital media, or otherwise.

_____ (Please initial if you agree)

I understand that this agreement does not expire (unless made for a minor child upon their reaching the age of majority). In signing this release, I acknowledge and represent that I have read and understood the preceding Membership Agreement and Waiver of Liability. I agree to the terms and conditions contained in this agreement.

Student Name (Print)

Student Signature (if over 18)

Parent/Guardian Name (Print)

Parent Guardian Signature

Date