

# STONE MOUNTAIN TAEKWONDO ACADEMY

## Membership Agreement

Account Holder's Name(s): \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ Unit/Apt: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Employed By: \_\_\_\_\_ Phone: \_\_\_\_\_

Member Name: \_\_\_\_\_ DOB: \_\_\_\_\_

School (if applicable): \_\_\_\_\_

Member Name: \_\_\_\_\_ DOB: \_\_\_\_\_

School (if applicable): \_\_\_\_\_

Member Name: \_\_\_\_\_ DOB: \_\_\_\_\_

School (if applicable): \_\_\_\_\_

How Did You Hear About Us?  Saw Storefront  Google  Facebook  Instagram  School  
 Referral: \_\_\_\_\_ Other: \_\_\_\_\_

Description of Services: Payment of \$ \_\_\_\_\_ for the \_\_\_\_\_ Week or \_\_\_\_\_ Month  
Course for \_\_\_\_\_ Member(s) at Stone Mountain Taekwondo Academy is described as follows:

Term of Membership: This Agreement shall begin on \_\_\_\_\_, 20\_\_, and shall expire on \_\_\_\_\_, 20\_\_

The undersigned, on behalf of themself and the members listed hereon (if minors) (hereinafter may be referred to as "we," "us," "our") hereby acknowledge, understand and agree that (a) there are risks and dangers associated with participation in martial arts activities which could result in bodily injury, including, without limitation, partial and/or total disability, paralysis and death, (b) the social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe, (c) these risks and dangers may be caused by the action, inaction or negligence of us or the action, inaction or negligence of others, including, but not limited to, the Releasees (defined below), and (d) there may be other risks not known to us or that are not reasonably foreseeable by anyone at this time. We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees (defined below). We represent and warrant that that we are in good health and physically capable of participating in the programs and facilities involved in this membership. We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stone Mountain Taekwondo Academy, LLC ("STMA"), and its managers, members, employees, contractors, representatives, agents, promoters, lessees of premises used to conduct the martial arts program (individually, a "Releasee" and collectively, the "Releasees") from and against any and all claims, demands, losses, liabilities, damages and expenses, including attorneys' fees, incurred by us, and any claims or demands therefor on account of any injury, including, without limitation, death of the members, or any damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise. We agree to follow all rules and regulations for the conduct and operation of STMA's facilities as directed by STMA's staff. We further understand that any failure by us to comply with any of these rules and regulations may result in the termination of this membership agreement, and that we will not be entitled to a refund under any circumstance. We agree that STMA and its agents, successors and assigns are allowed to photograph and video us and use our voices without restriction and that STMA may utilize such photographs, videos and/or voice transcriptions for any commercial purpose whatsoever, including, but not limited to, the promotion and marketing of STMA. We understand and agree that we shall not be entitled to receive any compensation as a result of such use. We understand that testing, tournament, camp and special event fees are not included in tuition fees. We further understand that this membership agreement is non-transferable and that there shall be no refund for registration fees, tuition fees, uniform fees, or any other deposits made.

Member: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Registrar: \_\_\_\_\_ Date: \_\_\_\_\_

SIGN HERE

SIGN HERE

**STONE MOUNTAIN TAEKWONDO ACADEMY**  
**Release, Waiver of Liability and Indemnity Agreement**

In consideration of being permitted to participate in any way in a Taekwondo competition, and/or any training therefor (collectively, "martial arts activity or event"), the parent(s) and/or legal guardian(s) of the minor participant named below ("Participant") agree:

The parent(s) and/or legal guardian(s) will instruct the Participant that prior to participating in the martial arts activity or event, the Participant should inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant should immediately advise his or her Grand Master and the officials, as applicable, of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to ensure that Participant REFUSES TO PARTICIPATE further.

1. I/We fully understand and acknowledge that:
  - A. The martial arts activity or event will including full contact sparring, including head contact.
  - B. There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury, including, without limitation, partial and/or total disability, paralysis and death. Such bodily injuries can include concussions and injuries to the teeth and jaw.
  - C. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - D. These risks and dangers may be caused by the action, inaction or negligence of Participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - E. There may be other risks not known to us or are not reasonably foreseeable at this time.
  - F. I/we will ensure that Participant will wear full World Taekwondo Federation (WTF) approved sparring gear at all times while participating in any martial arts activity or event. Such gear includes head gear, mouth guard, chest protector, groin protection and protection for the hands, arms, legs and shins.
2. I/We accept and assume on behalf of Participant such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees (defined below).
3. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stone Mountain Taekwondo Academy, LLC, and its managers, members, employees, contractors, representatives, agents, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, direction or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility of events held at such facility and each of them, their directors, officers, agents, employees (collectively, the Releasees") from and against any and all claims, demands, losses, liabilities, damages and expenses of the undersigned and Participant, and any claims or demands therefor on account of any injury, including, without limitation, death of Participant, or any damage to property, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of any Releasee or otherwise.
4. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. EACH OF THE UNDERSIGNED further expressly agrees that this Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the providence or state in which the martial arts activity or event is conducted and that if any portion is held invalid, it is agree that the balance shall, notwithstanding continue in full legal force and effect.
6. The undersigned parent(s) and/or legal guardian(s) of Participant executes this Release, Waiver of Liability and Indemnity Agreement individually and on behalf of Participant. If, despite the waiver and release hereunder, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will indemnify such Releasee and hold them harmless for any liabilities, losses or expenses incurred by such Releasee as a result thereof.
7. Attendance at or participation in classes and other events, seminars and training activities constitutes an agreement by the Participant to allow use and distribution (both now and in the future) of Participant's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such classes and other events, seminars, and training activities.

I/WE HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS INDIVIDUALLY ON BEHALF OF PARTICPANT BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US AND INTEND MY/OUR SIGNATURE(S) TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant: \_\_\_\_\_  
Date: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_  
Parent/Legal Guardian: \_\_\_\_\_





## PAYMENT METHOD & AUTHORIZATION

Please select your preferred payment method:

In-person Payments (*\$10 Service Charge applies*)

Online Invoicing    Email Address:

Recurring Credit Card Payments (*please continue below*)

By completing and signing below you authorize Stone Mountain Taekwondo Academy, LLC (SMTA) to charge the amount specified below to the credit/charge card you've selected. Also, you agree to pay this amount according to the terms of your credit/charge agreement. Please complete your name, card number, and expiration date as it appears on your card:

Today's Date: \_\_\_\_\_

Card Type:      Visa      Master Card      American Express      Other: \_\_\_\_\_

Card Number: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Expiration Date: \_\_\_\_\_/\_\_\_\_\_ CVV: \_\_\_\_\_

Total Recurring Amount: \$\_\_\_\_\_

Recurring Period:      N/A      Weekly      Monthly      Other: \_\_\_\_\_

Do you authorize SMTA to also charge for merchandise, belt tests, and other events?

YES      NO

Card Member Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Student Name: \_\_\_\_\_

For Security Reasons, Do **NOT** Email this. Please Hand-Return this Form to SMTA.

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