

# 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: \_\_\_\_\_ (M/F) DOB: \_\_\_\_\_

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

Member Name: \_\_\_\_\_ (M/F) DOB: \_\_\_\_\_

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

Member Name: \_\_\_\_\_ (M/F) DOB: \_\_\_\_\_

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

How Did You Hear About Us?: \_\_\_\_\_

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 \_\_\_\_\_ 2021, and shall expire on \_\_\_\_\_

I and the other members listed understand and agree that physical fitness training generally, and Martial Arts training specifically, can involve injury and/or illness, and that all exercise and martial arts courses are undertaken at our own risk. We warrant that we are in good health and physically capable of participating in the programs and facilities involved in this membership. We do hereby expressly forever release and discharge

Stone Mountain Taekwondo Academy (the Company) and any affiliated companies and their respective agents and employees from all claims, demands, injuries, damages, and causes of action, to us or our property, arising out of or case of an accident, we agree to be examined by a licensed physician, who shall report in writing to both us and Stone Mountain Taekwondo Academy. Such report must be received within ten (10) days of the date of the incident.

We agree and understand that we must follow all the rules and regulations for conduct and operation of the facilities as directed by the staff. Failure to comply with any of the rules and regulations can result in termination of this agreement by any member of the staff, and we will not be entitled to a refund.

We hereby authorize the company, its agents, successors and assigns to photograph us, and use our voices without restriction and to utilize such photographs and/or voice transcriptions for any commercial purpose, including but not limited to the promotion and marketing of Stone Mountain Taekwondo Academy, and we 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 understand that this agreement is Non-Transferable and that there will be positively No Refund for registration fees, tuition fees, uniform fees, or any other deposits made.

Parent/Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STONE MOUNTAIN TAEKWONDO ACADEMY

### Assumption of Risk and Waiver of Liability Relating to Coronavirus (COVID-19)

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or restricted the congregation of groups of people.

Stone Mountain Taekwondo Academy (“SMTA”) has put in place preventative measures to reduce the spread of COVID-19; however, SMTA cannot guarantee that you or your child(ren) will not become infected with COVID-19 while at SMTA’s premises. Further, attending SMTA could increase your risk and your child(ren)’s risk of contracting COVID-19.

In consideration for receiving permission to BE ON SMTA’S PREMISES and participate in SMTA’s activities (“Activities”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby understand, acknowledge and agree to the following:

1. SMTA is a martial arts gym and not a daycare facility, in as such, its stock-in-trade is not the supervision and care of children. The intent of SMTA is to teach martial arts and physical and philosophical character-building skills.
2. I understand the hazards of COVID-19 and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19 and the state and local restrictions related thereto. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines and the state and local government restrictions are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activities.
3. Neither I nor anyone in my household has been diagnosed, or has knowingly been in contact with anyone that has been diagnosed, with COVID-19. I agree that if this should change, I shall immediately discontinue my child(ren)’s membership at SMTA until the diagnosed person is cleared by a doctor in writing.
4. I acknowledge and agree that every person who wishes to enter SMTA’s facility will have their temperature taken at the door. If my temperature exceeds the threshold deemed reasonable by local, state and federal authorities I will not be allowed in the facility until cleared by a doctor in writing. SMTA reserves the right to deny entry to anyone for any lawful reason. Should my child(ren) show symptoms of illness at any time while at SMTA’s facility I agree to immediately pick up my child(ren). I will provide my child(ren) with facial covering, covering both the mouth and nose, which my child(ren) will wear the entire day (except when eating or drinking).
5. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on SMTA’s premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children form whom I have the capacity

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### Assumption of Risk and Waiver of Liability Relating to Coronavirus (COVID-19)

contract) Stone Mountain Taekwondo Academy, LLC and its owners, officers, managers, agents, employees and assigns (collectively, the "RELEASEES") from any and all liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

6. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

7. It is my express intent that this Assumption of Risk and Waiver of Liability shall bind any heirs, assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASEES TO BE ON SMTA'S PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I REPRESENT AND WARRANT THAT (i) I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed; (ii) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made by any of the RELEASEES; (iii) I am at least eighteen (18) years of age and fully competent; and (iv) I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.

The undersigned, executing this Assumption of Risk and Waiver of Liability on behalf of themselves and their child(ren), has executed this Assumption of Risk and Waiver of Liability as of the date written below.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Child(ren)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

