

ELITE COMBAT MARTIAL ARTS

Fort Walton Beach, FL 32548

Confidential Disclosure Agreement

This Agreement is entered into this ____ day of _____, 20__ by and between _____ (hereinafter "Recipient") and **Dean Pyles**, (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to **PYLES VALE TUDO AND SIMILAR MIXED MARTIAL ARTS TRAINING GIVEN AT ELITE COMBAT MARTIAL ARTS OR ANY OTHER AUTHORIZED LOCATION** that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of **SELF DEFENSE AND MARTIAL ARTS COMPETITIONS APPROVED BY GRAND MASTER DEAN PYLES**;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any

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purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (_____)

Signed: _____

Print Name: _____

Title: _____

Date: _____

RECIPIENT (_____)

Signed: _____

Print Name: _____

Title: _____

Date: _____

Students's Name: _____ Date of Birth: _____
Address: _____
City: _____ ST: _____ Zip: _____

EMERGENCY INFORMATION

Name: _____ Home Ph: _____ Work Ph: _____
Name: _____ Home Ph: _____ Work Ph: _____
Allergies: _____
Other Medical Conditions: _____
Medical Insurance Company: _____ Phone: _____
Policy Holder: _____ Policy Number: _____
Student's Physician: _____ Phone: _____

Medical and Liability Release

The undersigned (the participant or the legal guardian, if the former is less than 18 years of age) agrees to refrain from suing Elite Combat Martial Arts and discharges Elite Combat Martial Arts and its employees and students from all liability arising out of the participation in martial arts training. The undersigned agrees to indemnify and hold harmless the Elite Combat Martial Arts for any injury that the contestant may incur due to the acts or the omissions of the contestant while participating in the aforementioned event. The undersigned certifies that, the contestant is physically fit and in the event of any accident (or sudden illness), Elite Combat Martial Arts has the undersigned's permission to administer/seek the necessary medical emergency treatment. The undersigned having read and understood agrees to comply with the rules and the safety provisions established for training at Elite Combat Martial Arts.

Student's Name _____ Date _____
Student Signature _____
(Parent's or Legal Guardian's Signature if under 18 years old)

Type of Training (check all that apply)

XP (Physical Fitness) Traditional Martial Arts Mixed Martial Arts (Competition)
 Mixed Martial Arts (General) Self Defense L.A.S.T. Defense (Military/Law Enforcement)

I, _____ agree to pay _____ per month for the above training in which I have elected to receive. I understand that the cost of training is due by the 3rd day of the month in which I am receiving training. I understand that the cost of training may be adjusted if I decide to add or subtract a style to the training in which I have elected to receive. Furthermore, I understand that if the agreed upon amount is not received by the 3rd day of the month in which I am receiving training, Elite Combat Martial Arts reserves the right to deny training until the appropriate fees are paid in full. I am aware that even though I am not required to agree to a pre-arranged length of time to undergo training, in order to receive

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the maximum benefit of the training in which I have elected to receive, it is imperative to continuously train under the guidance of instructors at Elite Combat Martial Arts in order to perfect the skills in which I will be learning.

Student Signature _____ Date _____
(Parent's or Legal Guardian's Signature if under 18 years old)

Confidentiality

I, _____ have been informed that all training received at Elite Combat Martial Arts or any authorized location in which I receive training on behalf of Elite Combat Martial Arts is considered confidential for competitive interests.

Student Signature _____ Date _____
(Parent's or Legal Guardian's Signature if under 18 years old)

Elite Combat Martial Arts

4 Racetrack Rd. FWB FL. 32547 Grand Master Pyles Elite Combat Martial Arts on Facebook

Personal Info

Name _____ Age _____ DOB _____

Guardian's name if under 18 yrs old _____

Address _____ City _____ zip _____

Phone # _____ Cell _____ Email _____

Emergency Contact _____ Relationship _____ Phone # _____

How did you hear about us? _____ Referral Name _____

Plan/ Contract

Type	Down	Monthly
<input type="radio"/> Month to Month - weight room	\$ _____	\$ _____
<input type="radio"/> 3 Month Contract	\$ _____	\$ _____
<input type="radio"/> 6 Month Contract	\$ _____	\$ _____
<input type="radio"/> 12 Month Contract	\$ _____	\$ _____

Add a family member- available on 3,6, & 12 month contracts and must live at primary memberships address or be a child of primary

- 2nd Family member _____ Pant Size _____
 3rd + Family Member _____ Shirt size _____

Auto Debit Authorization

Contract Duration and Automatic Renewal: Contract is in force for the duration of the contract, with automatic renewal for subsequent months, unless canceled or frozen by permission of Elite Combat Martial Arts, with notification of 30 days in advance of the next billing cycle date.

Credit/Debit Card # _____ Expiration Date: _____ Security Code _____

Name as it Appears on Card _____ Billing Address: _____

Start Date _____ Amt. of Monthly Debit _____ Amt. of Down Payment _____

Card Type (Circle) Visa, Amex, MasterCard, Discover

Print Name _____

Signature _____