**Policies and Procedures**

Member/Responsible party recognizes that regular class attendance is important for member progress and understands that it is the Member’s responsibility to attend class. It is further understood that the Member/Responsible party is obligated to make payments, whether or not the Member attends classes. No make-up lessons may be accumulated and used in place of a month’s tuition. There will be no refunds given on tuition. Lessons are not conducted on national holidays and Fusion Marti Arts reserves the right to cancel certain classes without advance notice. The same monthly rates will be charged regardless of the number of lessons per month. Member/Responsible party understands that certain uniforms and equipment will be required to participate in class activities and that it is the responsibility of the member to purchase these items in the specific time allotment. Failure to do so may result in the member being unable to fully participate in class.

Fusion Martial Arts reserves the right to dismiss Members from their program and/or the school in general due to misconduct, insubordination to expressed policy, or other reasons in conjunction with expressed or unexpressed ideals of the school. Fusion Martial Arts reserves the right to use all photos or video footage of Member for inner school communications and awards, as well as, public announcements and advertisements. Member/Responsible party understands that he/she is responsible for any fees incurred should this account be submitted for non-payment, collections, bank fees, attorney fees and/or any other additional charges for non-payment.

**Advisory of Rights and Responsibilities**

 The Member hereby represents that he/she is physically fit enough to take the prescribed course of instruction and that he/she has had a chance to observe or participate in the above described art prior to signing this agreement. Safety is not the sole responsibility of instructors or staff. Everyone in class is responsible for their own safety and the safety of those around them. All members have the right to excuse themselves from any exercise they believe will be harmful to them. All Members must evaluate each situation in the context of their skill and current physical condition, and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the Member, It is the Member’s responsibility that the activity may be unsafe. The instructor will routinely excuse the Member from those unsafe drills or activities. The Instructor may ask for a reason, and the Member must provide one. All Members have a responsibility to train and conduct themselves in a manner that helps all Members and Instructors remain safe. Members must give those training enough room to avoid interfering or being accidently struck by someone else practicing.

 In the event of an injury, Members have the right and responsibility to evaluate the extent of harm, stopping what they are doing, even if it includes a partner, and determining if it is safe to continue. Unless a Member is certain that further practice will not create or worsen a problem, all Members are encouraged to stop what they are doing and inform an instructor. In the event of a serious injury, or appearance of a serious injury, all Members, instructors, staff and visitors, notably parents, have the right to call a stop to a particular training exercise.

 If a Member notes an unsafe training situation, which may include a Member performing a skill incorrectly, a Member not being careful about others, a defect in a piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of Members, instructors, staff, visitors, or guests, then the Member is expected to correct the situation if within his/her ability, or notify an instructor or staff member immediately. If the situation may require the authority of an instructor or staff, or it is not a simple manner, then an instructor or staff member should be contacted immediately.

**Assumption of Responsibility and Risk**

 Martial Arts is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most Members will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and Members can expect to encounter these injuries infrequently. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though not all Members encounter such serious injuries. There remains, despite safety precautions, the very remote possibility of crippling or death, though these are certainly not expected in these martial arts classes. Student understands further that strict observation of the rules and regulations relative to training include the use of protective equipment required by FMA. This equipment will largely reduce the possibility of accident or injury; however, Fusion Martial Arts does not warrant the protective equipment.

 I understand the above statement of risk, and I understand the rights and responsibilities of Members. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is no possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, Members, landlord, management companies and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

ARBITRATION CLAUSE: Should any dispute arise between me, my child, or anyone acting on behalf of me or my child, regarding this school, I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the court to order a binding arbitration.

SEVERABILITY: If any clause, sentence, phrase or statement is found unenforceable or invalid by any court of law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase, or statement shall be considered struck from the document.

DURABILITY: This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting the school if this document was signed after that date. The laws of the state of Florida shall apply.

**Notice of Physical Contact**

Complete martial art training involves a wide variety of skills. While practicing these skills, Members may have contact with any portion of the body. The chest, buttocks, groin, or any part of the body may be contacted by any part of the training partners’ body during martial art training. When male and female Members train together, or when an adult and minor train together, and in any other training combination, the purpose and intent of the school, instructors, and staff is to provide an environment for all Members to learn and practice martial arts and self-defense. Members are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should a Member feel a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a Member is made uncomfortable by any training partner or exercise, then that Member should inform an instructor in private. If the conduct of any training partner appears criminal, then an instructor should be informed and the authorities may be notified either by the Member, or the instructor, or both.

**Consent to Physical Contact**

I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or make me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial art training allows.

**Indemnification by Parents (if enrolling a minor)**

I agree not to bring any claim or suit against the school, instructors, staff, guest, Members, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be subject of such claim. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, Members, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

**I have read this document, and I understand the content of it. I agree to abide by the terms of it.**