MEMBERSHIP AGREEMENT & RELEASE OF LIABILITY

Ocean Beach Brazilian Jiu-Jitsu
2175 Abbott Street
San Diego, CA 92107
619/634-5791
obbjjsandiego@gmail.com

Member Name: _____
Date of Birth: _____
Address: _____
Phone: _____
Email: _____
Emergency Contact: _____ **Phone:** _____

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1. Membership Terms

- **Program Selected:** ☐ Adult ☐ Youth ☐ Private Lessons ☐ Open Mat
- **Membership Start Date:** _____
- **Membership Term:** ☐ Month-to-Month ☐ 6 Months ☐ 12 Months
- **Monthly Rate:** $_____
- **Registration Fee (if any):** $_____
- **Payment Method:** ☐ Credit/Debit ☐ ACH ☐ Cash

Payments are due on the ___ of each month. Late payments may result in a $10 late fee and suspension of training privileges until payment is received.

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2. Cancellation and Refund Policy

This agreement may be canceled under the following conditions in accordance with California Civil Code §1812.80–§1812.97 (Health Studio Services Act):

1. **Three-Day Right to Cancel:**
   You may cancel this contract within 3 business days after signing by delivering written notice to the studio. Any payments made will be refunded within 10 business days.

2. **Relocation:**
   You may cancel if you move more than 25 miles from the studio and there is no comparable facility within that distance. Proof of relocation is required.

3. **Medical Disability:**
   You may cancel if you become physically unable to continue training for more than 6 months, verified by a physician's note.

4. **Month-to-Month Members:**
   Must provide **30 days' written notice** to cancel membership. All billing within that 30-day window remains due.

5. **No Refunds for Used Services:**
   Once classes have been attended, no refunds will be issued for those sessions.

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3. Acknowledgment of Risks

I, the undersigned participant (or parent/guardian if under 18), acknowledge and understand that Brazilian Jiu-Jitsu (BJJ) is a full-contact martial art that involves intense physical activity, close personal contact, and a high risk of injury. I understand that participation may include, but is not limited to, the following risks:

- Bruises, sprains, strains, broken bones, and joint injuries;
- Head, neck, or spinal injuries;
- Cuts, abrasions, or skin infections;
- Exposure to communicable diseases;
- Serious injury or death due to falls, collisions, or physical exertion.

I fully understand these risks and voluntarily choose to participate, acknowledging that my involvement is at my own risk.

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4. Assumption of Risk

I expressly agree and promise to accept and assume all risks associated with Brazilian Jiu-Jitsu training, open mat sessions, sparring, fitness drills, and related activities—whether such risks are known or unknown, and whether caused by the negligence of the studio, its staff, or others.

If at any time I believe conditions are unsafe or I am unable to safely continue, I will immediately discontinue participation and notify an instructor.

Member voluntarily chooses to participate and assumes full responsibility for all such risks, whether known or unknown.

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5. Release of Liability and Waiver of Claims

In consideration of being allowed to train at Ocean Beach Brazilian Jiu-Jitsu, Member (and parent/guardian if under 18) agrees to:

- In consideration of being allowed to participate in any activities at Ocean Beach Brazilian Jiu-Jitsu, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, discharge, and hold harmless Ocean Beach Brazilian Jiu-Jitsu, its owners, instructors, employees, volunteers, agents, and representatives from any and all claims, demands, or causes of action arising out of or related to any injury, loss, or damage sustained as a result of participation—whether arising from negligence or otherwise.
- I agree to indemnify and defend the studio and its representatives against any and all claims, damages, or expenses (including attorney's fees) arising out of my participation in training activities or my conduct during classes or events.

This release applies to all claims of every kind, including personal injury, property damage, or wrongful death.

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6. Health and Safety

Member affirms that they are in good physical health and have no medical condition that would prevent safe participation. I understand it is my responsibility to consult with a physician before beginning any martial arts training.

In the event of injury or medical emergency, I authorize the studio to seek necessary medical treatment on my behalf. I assume all costs associated with such treatment.

Member agrees to:

- Notify instructors of any injury or medical issue before class;
- Maintain good hygiene and wear proper attire;
- Refrain from training while contagious or under the influence of drugs/alcohol.

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7. Conduct and Rules

Member agrees to follow all safety rules, respect instructors and classmates, and conduct themselves responsibly. The studio reserves the right to revoke membership for unsafe, disrespectful, or disruptive behavior.

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8. Media Release

☐ **I consent** ☐ **I do not consent**
to the use of my name, photos, or videos taken during training for promotional purposes (social media, website, etc.).

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9. Governing Law

This agreement is governed by the laws of the State of California, and any disputes will be resolved in the county where the studio operates. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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10. Acknowledgment and Signature

By signing below, I acknowledge that I have read, understood, and voluntarily agree to all terms in this agreement, including the assumption of risk and release of liability.

Member Signature: _____ Date: _____

Parent/Guardian (if under 18): _____ Date: _____

Studio Representative: _____ Date: _____