FULL CIRCLE MARTIAL ARTS & YOGA LLC

20144 Pineville Road Suite C

Long Beach, MS 39560 Phone: 228-273-7951

fullcirclemartialartsandyoga@gmail.com

<u>FullCircleMartialArtsandYoga.com</u> Chief Instructor: John Miller

Yoga Instructor: Heather Pace-Roof Yoga Instructor: Michaela Luensmannv Weapons, Way of Water: Clayton Bain



## FULL CIRCLE MARTIAL ARTS & YOGA LLC RELEASE OF INJURY AND LIABILITY

## **Hold Harmless Agreement**

Karate:	Women's Self Defense: _		HIT Karate:	
Peaceful Warriors:		Sparring:	Private Lessons:	
Weapons Wa	y of Water _	Yoga	Women's Self-Defense	
Body/Mind	_			
Name of Applicant:			Date of Birth:	
Address:		City/Stat	ze/Zip:	
Phone:	Email:			

It is expressly agreed that all instruction, services, consolation, and use of equipment and facilities shall be undertaken by member at member's sole risk, and member assumes the risk for any such injuries or damage arising out of or in any way connected with his/her use of the services or facilities. The dojo, including those arising from acts of active or passive negligence on part of the dojo, its servants, instructors, agents, and consultants, from all such claims, demands, injuries, expense, damages, actions or cause of action.

Further, the dojo is not responsible for any loss or injury to personal property of members while on, about, or as a result of being at the dojo. Members agree to abide by all rules and regulations adopted, including the time schedule for instruction and use of the dojo posted.

In consideration of and as an inducement to my enrollment and payment of fees to become a student of Full Circle Martial Arts & Yoga, LLC, I represent and agree as follows:

- 1. I (hereinafter 'I" or "applicant") have been examined by a licensed physician and have been found by such physicians to be in good health and able to perform all martial arts, yoga and associated exercises. If I do have a physical condition which limits my participation, I take full responsibility for my moderating my activity and being aware of my own limitations. I will keep in communication with my teacher and ask questions while listening to instructions carefully.
- 2. I understand that some classes at Full Circle Martial Arts & Yoga, LLC are heated. I will moderate myself as needed during these classes including but not limited to taking breaks and drinking water as needed.
- 3. I understand that martial arts, yoga, and associated exercises and classes include physical movements as well as an opportunity for relaxation, stress reduction and relief of muscular tension. I understand I will receive information and instruction, including verbal and physical adjustments.
- 4. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. The use of the facilities at Full Circle Martial Arts & Yoga, LLC therefore naturally involves the risk of injury to me/or my guest(s), whether I or someone / something else causes it. As such, I understand and voluntarily accept this risk. I agree that Full Circle Martial Arts & Yoga, LLC, its employees, officers, directors, shareholders, agents, and contractors, or anyone using Full Circle Martial Arts & Yoga, LLC facilities. I waive any claims arising from my use of Full Circle Martial Arts & Yoga, LLC facilities whatsoever or from mere presence on the premises of Full Circle Martial Arts & Yoga, LLC dojo.
- 5. I understand and agree that I will receive instruction in martial arts, yoga, theory and associated exercises and classes only and that I hold Full Circle Martial Arts & Yoga, LLC, its employees, officers, directors, shareholders, agents, and contractors for any damage to or theft of personal property on or away from Full

- Circle Martial Arts & Yoga, LLC premises, or personal injury, including but not limited to bodily injury, disease, death, humiliation, or consequential loss of any kind arising out of my participation in any Full Circle Martial Arts & Yoga, LLC event or activity.
- 6. In the event that I am pregnant, I will not attend martial arts, yoga, and associated exercises and classes until I have discussed the potential risks to me or my unborn child / fetus with my obstetrician. I agree that I will follow my obstetrician's recommendations and on behalf of myself, my heirs, spouse or other interested party hold harmless Full Circle Martial Arts & Yoga, LLC, for any possible injury to myself or my unborn child / fetus.
- 7. If I am under 18 years of age, I will disclose my age to Full Circle Martial Arts & Yoga, LLC, and provide my signature and the signature of my parent or legal custodian or guardian at the dojo prior to taking class.
- 8. Registration fees and tuition for classes paid hereafter are non refundable.
- 9. Any dispute arising out of or relating to this Hold Harmless Agreement, or the breach thereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement upon the arbitration may be entered in any court having jurisdiction.
- 10. Any provision not in conformity with the law or any state or governing body have jurisdiction is hereby severed from this contract and the remaining provisions remain enforceable.
- 11. Whenever possible, I will reserve classes in advance using our website or mobile app. I acknowledge that walk-ins are welcome, however students who have pre-booked or are on the waitlist will have preference for availability. Out of respect for other participants I will be in the dojo and ready for class no less than 5 minutes before class start time.

Full Contact Sport Section: Martial Arts Membership, Registration, Waiver, and Contract	
Student's First Name:	
Last Name:	
Age: Date of Birth: /	
To Be Completed By Student's Parent/Guardian If Under 18 years of age (if different than above):	
Parent/Guardian First Name: Last Name:	
Cell Phone Number: () Email Address: Home Address:	
City: State Zip code: Does the student have any known medical conditions/problems, physical or mental? If yes, please list ALL:	
Note: If any medical condition arises that is not listed, it is required that you inform the head instructor immediately.  What are the student/parents reasons for wanting to learn/participate in Martial Arts Classes:	
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## Waiver and Release

I, the undersigned person or representative, do hereby agree to participate in the Full Circle Martial Arts & Yoga, LLC located at [20144 Pineville Road Suite C, Long Beach, Mississippi, 39560, Satellite schools, and any satellite studio operated by Full Circle Martial Arts & Yoga, LLC instructor or assistant instructor in Mississippi. I understand and agree to abide by the rules of Full Circle Martial Arts & Yoga, LLC. The responsible party must read the entire contract before signing.

I recognize the risks of injury that are associated to/with any martial arts/MMA program that my child or I participate in and I do hereby waive and release Full Circle Martial Arts & Yoga, LLC, all it's instructors, students, facility management, and all other persons associated with this class in any capacity, from and against any and all claims, actions, causes of action, damages, costs, liabilities, expense of judgments, including attorney's fees, hospital/medical fees, and court costs, acquired infectious diseases, injuries (physical or mental) that arise out of my attendance/the student or participation in this program past or present. I certify that I or representative thereof am physically, mentally, and medically fit to participate in any associated classes or events held by Full Circle Martial Arts & Yoga, LLC. I am aware that this program consists of extreme physical contact such as; physical exercises, punching, kicking, choking, wrestling, joint locks, throws, weapons training, karate tournaments, karate demonstrations, verbal and non-verbal motivation. In additional to possible exposure to respiratory, contact, or droplets, fungus, mold,

bacteria, viruses- (i.e. COVD-19, Flu, Common Cold, Impetigo, MRSA, etc.), etc., I hereby execute this Waiver and Release form permitting my minor child and / or myself to participate in the Full Circle Martial Arts & Yoga, LLC program being fully aware of any injuries and/or illnesses that may incur.

I do hereby waive any compensation whatsoever for the use of pictures, video, or likeness thereof, production, etc., utilized by those associated with this class, for any profit making motives at any time. I also understand that any money I raise/is raised using the Full Circle Martial Arts & Yoga, LLC name is not for my own personal use and thereby is non-refundable.

I understand that pre-registration, monthly fees, tournament fees, and testing fees are non-refundable. All fees are due by the first class of each month. An additional \$10.00 late fee will be applied after the 10th of each month. I understand that if I wish to terminate membership I will provide Full Circle Martial Arts & Yoga, LLC a thirty (30) day advance written notice on or before the 25th of the current month, along with the required termination form, signed by the student and/or guardian and administrative manager.

Extra uniforms, equipment, testing fees, tournaments, private lessons, etc. are all additional costs and are not included in with preregistration. Underage siblings/ younger family members or friends not actively in said classes must be monitored, by an adult (over 18 years of age) and quiet at all times or will be asked to leave. We do ask that students come to class dressed and remain seated or line up in designated areas prior to their scheduled class. Students will not be allowed to participate in classes without full or pre-approved uniforms and appropriate safety equipment for activity being performed that class period. Students or those associated with the class may also be suspended from classes or expelled if they do anything that the head instructor or assistant instructors deem to cause discontent or be considered unethical to/in the Combat Academy establishment. Our organization is based on Spiritual principles, beliefs and values. We reserve the right to dismiss or restrict instruction based on these beliefs, values, and morals. In such cases the instructor/s may limit, restrict, refuse, or terminate the student or those associated with the student from participation in classes or physical presence in the karate class section of the building. Parents, family members, and friends are welcome to watch classes, but must be quiet and not disturb the students or staff. The signing below indicates that you have read the Waiver and Release guidelines, terms and conditions, and regulations on this contract and fully understand and agree with all the contents of this contract in its entirety. Full Circle Martial Arts & Yoga, LLC reserves the right to refuse or cancel instruction at any time without written or advanced notice. I read and sign this with a sound mind under no mental duress or mind altering narcotics or medications.

I agree to a Monthly payment of \$	00
I have executed this Waiver and Release on thi	is date
I, the undersigned, acknowledge that I have read an	d understand the above foregoing agreement.
Print: Parent or Guardian	
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Signature:	Date:
Instructor Print:	Date:
Signature:	Date: