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



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

Hold Harmless Agreement

| Karate: | Cardio Kickboxing | : HIT Karate: | |
|------------------|-------------------|----------------------|--|
| Peaceful Warrior | s: Sparri | ng: Private Lessons: | |
| Yoga Wom | en's Self-Defense | Adult Self-Defense | |
| Body/Mind/Spirit | | | |
| Name of Applican | t: | Date of Birth: | |
| Address: | | City/State/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 judgment 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.

| Student's First | t Name: | | | | | |
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| Age: | _ Date of Birth | | | | | |
| | | montn | da | ıy | year | |
| To Be Comple | ted By Student's Pa | arent/Guar | rdian If U | Inder | 18 yea | rs of age (if different than above): |
| Parent/Guardi | an First Name: | | | | | |
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| Call Dhana Nu | ımbor: () | | | | | |
| | umber: () s: | | | | | |
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| City: | o | | | St | tate | Zip code: |
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| - | | | | | | nt is not listed above on this waiver, it is rement to inform the chief instructor, John Miller, |
| - | | - | _ | - | - | are required to have a medical release form singed by |
| | - | _ | | | | ial arts and yoga training. Students will not be allowed |
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| what are the s | studeni/parents rea | sons for w | anting to | leam | i/partici | ipate 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 \$15.00 late fee will be applied after the 7th 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.

With all of the new families joining, I would like to make mention of the following rules.

1. Please~there is no talking during class, especially to the students, there's no coaching or giving instruction. This is crucial to the students success and is mandatory.

2nd Please do not wear your shoes on the dojo floor.

- 3rd. If you need to use the restroom, use the one on the west side of the dojo.
- 4. Mouthpiece, groin protection, undershirt and sports bra are MANDATORY every class.
- 5. Fees are due on the first of every month. Anything past the 7th will receive a \$15 late fee. If you're currently on a discounted rate or promotional rate you forfeit the promotional rate and your fee returns to the original \$120/month. List of things needed to be done.
- 1. Registration fee \$75/each
- 2. Gi size chart select gi's

- 3. Payment for the first month you may pay cash, check or VENMO, payments must be made by the first of every month. Anything past the 7th will receive a \$15 late fee and void your discounted rate making fees \$120/month each
- 4. I ask that since you come in on the discounted rate, that if you're able to, commit to at least 3 months.
- 5. Mandatory equipment
- a. Mouthpiece
- b. Groin protection
- c. Sports bra
- d. Under shirt
- 6. All students are required to have their gi's embroidered within the first two months (this is \$35/gi size 000 to 2 and \$45/gi size 3 to size 7
- 7. Sparring Gear- must be in RED Mandatory- headgear, handgear, foot Gear (may also choose to get shin pads)
- 9. I need the registration sheet filled out
- 10. Code of conduct is mandatory and has to be signed by parent and the student- this is a contract within which both parties agree to follow.

| I'm so grateful to each and everyone of you f | or choosing Full Circle Martial Arts & Yoga 🏫 🙏 |
|--|---|
| Thank you and welcome 🙏 🤗 to the dojo fa | mily 👪 🧡 |
| I agree to a Monthly payment of \$ | 00 |
| I have executed this Waiver and Release on t | his date |
| I, the undersigned, acknowledge that I have read a | and understand the above foregoing agreement. |
| Print: | |
| Parent or Guardian | |
| Signature: | Date: |
| Instructor Print: | Date: |
| Signature: | Date: |