

Family Karate Center Rights and Responsibility

Copy giving to the Member at time of Enrollment

Risk Agreement

I, the undersigned, give instructors, staff, and responsible adults at Family Karate Center the power to authorize medical and or other treatment of the person named above under "Member Name", subject to the limitations below, if any. If I am not the person so named, I am the parents, guardian, or responsible adult for the person named, and have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or responsible adult has been contracted or has consented to any specific treatment provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely.

Signed on the Enrollment Form (Please see the Enrollment Form)

Advisory of Rights and Responsibilities

Safety is not the sole responsibility of the instructors and staff of Family Karate Center. Everyone in class is responsible for their own safety and the safety of those around them. All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students 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 student, it is the student's responsibility to inform the instructor that the skill may be unsafe for them. The instructor will excuse the student from unsafe exercises and drills, and find alternative exercises or movements. All students have a responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing.

Assumption of Responsibilities

Martial arts are a potentially dangerous activity. Bumps, bruises, scrapes, scratches, cuts, pokes, and soreness are commonplace, and most students 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 similar in magnitude and students can expect to encounter these injuries infrequently. The possibility of more serious injuries exists, including fractured bones, torn ligaments, and concussions, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this certainly is not expected in this martial arts class. Before training in a martial art class a student should seek the guidance of a physician or doctor who can assess his health and ability to train in martial arts.

The student also takes full responsibility of his physical health and ability to train in any exercise, drill, or sparring session.

I understand the above statement of risk, and understand the rights and responsibilities of students. 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 the school, or with the instructors, I understand this does not mean that there is no possibility of harm. By assuming the risk, I completely absolve all instructors, staff, other students, guests, landlords, management companies and any and all other parties of liability from harm, unless intentionally caused by criminal conduct.

Use of Image

The undersigned agrees that Family Karate Center may use his/her image or the image of his/her child, for marketing or publication used in advertising the program. Photographs and other images produced by Family Karate Center are the property of Family Karate Center.

Notice of Consent to Instructors

This school seeks to make use of highly trained, professional instructors, with both expertise and experience both in the arts we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student, or guest instructor may teach. The choice of the instructor is left to the discretion of Family Karate Center.

I understand that I may not always have the instructor I desire, but shall seek to learn from whomever is teaching, to show the respect due the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established in the program. I understand that I have the responsibility for my own safety without regard to who is teaching the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

Notice of Physical Contact

Martial Arts training involves a wide variety of skills and techniques. While practicing the skills, students may have contact between one another or the instructor with any portion of the body. Body to body contact is common. The chest, buttocks, groin, or any part of the body may be contacted by any part of the training partner's body during training by martial arts techniques, or incidentally contacted while performing a martial arts technique targeting another portion of the body. There will also be physical contact on the body with training weapons and wooden sticks.

When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the program, instructors and staff is to provide an environment for all students to learn and practice martial arts. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.

Should any student 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 student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the conduct of the training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner, or any training partner, appears criminal, then an instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

Consent to Physical Contact

I understand the nature of the 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 parties seems beyond the scope of training or makes me uncomfortable. I agree to abide by school etiquette in all matters pertaining to training, and shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact in martial arts training allows.

Indemnification by Parents

Applicable only to Parents Enrolling a Minor Child (under 18 years)

I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any parties on behalf of my child for any injury or harm sustained by any event short of a criminal act. In the case of a criminal act only the criminal shall be the subject of such a claim. I further agree that I will not cause to be brought, nor encourage a claim or suit. 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, students 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.

Arbitration Clause

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

Rights of Instructor

The instructor reserves the right to reject as a student, or dismissed permanently from class anyone he deems necessary to do so for any reason whatsoever at his discretion. The student also has the right to quit class, stop training with the instructor or gym indefinitely for any reason whatsoever. Training is "at will" for both parties. A student must have humility, show respect, and be teachable for successful progression in martial arts. Students will be accepted and permitted to become students, or rejected at the sole discretion of the Instructor and staff at Family Karate Center/White Dragon Dojang Martial Arts Training/Ensayo Kali Tactical.

Financial Agreement

Family Karate Center, agrees to provide the member with lessons in the martial arts on a scheduled basis established by Family Karate Center. Each lesson is to be a pre-subscribed length of time. Lessons scheduled may be modified at the discretion of Family Karate Center from time to time for holidays, tournaments, seminars, and other events and activities. Family Karate Center shall give prior notice of such modifications by general announcement or newsletters. Participants recognize that regular class attendance is important for a student's progress and understands that the member is obligated to make payments whether or not the member attends classes.

Member has the option to cancel this agreement within 72 hours and obtain a refund less any down payment and equipment fees. In the event of a late payment or non-sufficient funds, a charge of 10% will be assessed to the member. Signed on the Financial Agreement Form