Checkmat Kihei Membership

**Agreement #**

|  |  |
| --- | --- |
|  | **Member Info** |
|  | Name |
|  | Birth Date |
|  | Email Address |
|  | Mobile Phone |
|  | Home Phone |
|  | Home Address |
|  |  |
|  | **Parent/Legal Guardian (If participant is a minor)** |
|  | Name |
|  | Email Address |
|  | Mobile Phone |
|  | Home Phone |
|  | Home Address |

**Membership Term:**I acknowledge and agree that I will maintain membership and pay the dues every month in a day of month I signed up the membership.

Down Payment: I am making an initial down payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_ referring to my first month.

* Next Payment: I understand my next payment of the amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is due on \_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and on the same day of each calendar month for those month I want to practice Brazilian Jiu Jitsu at Checkmat Kihei.
* **Membership ways of Payment :**

Venmo: Aline-Krisner

Zelle: checkmatkihei@gmail.com

**Membership Renewal: After the initial**Term has expired, this Agreement shall automatically continue from month to month at the prevailing membership rate, until I contact Checkmat Kihei in writing to cancel. I further agree that my membership benefits are exclusive to me and are in no way transferable to anyone else.

Checkmat Kihei agrees to provide and the Student \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to purchase competent instruction, supervised by qualified personnel trained in the procedures and traditions of such activities.

The Student acknowledges and agrees as follows:

1. I have chosen to enter into the following program(s) and classes: Mark with X

( ) Adult Classes

( ) Kids Classes

( ) Only Women Classes (Allowed to attend Adult Classes as well if the student wants)

( ) Senior Classes ( if you are 60 years old above )

2. Checkmat Kihei or any party designated by Checkmat Kihei photograph or film me while I attend the premises of Checkmat Kihei and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for all media, including, but not limited to, the internet.

3. The required physical exertion may be strenuous and cause physical injury, and I am fully aware of the risks and hazards involved. I hereby represent that I am physically fit to receive and participate in the prescribed course of instruction. I acknowledge that I have been advised to consult with a physician prior to and regarding my participation in the Classes and that my physician has confirmed to me that I have no medical condition which would affect my full participation in the Classes.

4. In consideration of my being permitted to participate in the Classes, I for myself, my heirs, executors, administrators, successors, assigns and anyone else who may claim on my behalf hereby waive any and all claims, liability and damages I may now or in the future have against Checkmat Kihei, its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns, arising by any means whatsoever, including, but not limited to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused arising from or in connection with my participation in the Classes, however caused.

5. I further hereby release, remiss and forever discharge Checkmat Kihei its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damages to or loss to my person or property of any kind whatsoever, no matter how caused, arising from or in connection with my participation in the Classes whether or not caused by, in whole or in part, the negligence or gross negligence of Checkmat Kihei.

7. I will hold harmless and indemnify Checkmat Kihei its directors, officers, instructors and staff and all persons acting under its authority and their respective heirs, executors, administrators, successors, and assigns from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the Classes.

8. I will comply with all the rules and regulations of Checkmat Kihei.

9. In addition to any rights and remedies it may otherwise have, Checkmat Kihei may terminate this Agreement upon ten days' written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within ten days after receiving notice of such failure.

10. Failure to attend the Classes does not relieve me of the obligation to pay the full tuition for the program or phase in which I am currently enrolled.

10. I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of this Agreement.

11. Checkmat Kihei is committed to protecting the privacy of personal of our customers. We make every effort to ensure that the information you share with us is recorded accurately, retained securely and used only according to your wishes. We collect personal details necessary to communicate with you and manage our ongoing business relationship with you. If you have any questions about how your personal information is handled or distributed, or if you wish to receive a full copy of our full privacy policy, please contact our privacy officer.

12. I acknowledge receiving a copy of this Agreement.

13. I understand my rights and obligations as stated above. I confirm that I am the full age of nineteen years (unless otherwise indicated below) and that I have read and understood this release and waiver of liability and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to claim damages which I or my heirs, executors, administrators, successors or assigns may have against Checkmat Kihei.

14. Right of cancellation: You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel.

You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send the notice of cancellation by registered mail, electronic mail, or facsimile, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period. Also, Buyer or Buyer’s estate may cancel the contract if (1) of the Buyer or Member dies, (2) the Member becomes totally physically disabled for the duration of the contract, (3) the Seller’s facilities are moved to a location that is more than five miles from the original facilities, (4) Seller’s services are no longer available as provided in the contract because of Seller’s permanent discontinuance of operation.

Student Printed Name Parent or Guardian if the student is minor

Student or Parent’s Student Signature

\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Today