



3663 Mavis Road, Unit 15 • Mississauga • Ontario • L5C 2Z2 • (905) 276-3945  
Email: promartialarts@rogers.com • www.promartialartsfitnesscentre.com

## TAEKWONDO MEMBERSHIP AGREEMENT (AGES 4 & UP)

MEMBER / PARENT / LEGAL GUARDIAN (Buyer): \_\_\_\_\_  
First Name Last Name

Specify relationship (e.g., parent / legal guardian) \_\_\_\_\_

Child Name: 1. \_\_\_\_\_ Child Name: 2. \_\_\_\_\_ Child Name: 3. \_\_\_\_\_  
First & Last Name First & Last Name First & Last Name

Child's Age: 1. ( ) / / Age Day Mo Year 2. ( ) / / Age Day Mo Year 3. ( ) / / Age Day Mo Year

Address: \_\_\_\_\_

Phone Numbers: Home: ( ) Work: ( ) Cell: ( )

Email #: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Work: ( ) Cell: ( )

Email #: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_ Phone # ( )

Start Date: / /  
Day Mo Year

Tournament participation is mandatory for grading

Monthly Ongoing Contract: \$120.00 + HST = **\$135.60** per month. Second child 10% discount, third child 15% discount  
1<sup>st</sup> & last month's payments required upon signing  
Uniform \$75.00 + HST = **\$84.75** each  
One Time Setup & Administration Fee per family of **\$100.00**  
Yearly ITF Colour Belt Gup Registration Fee of **\$20.00** each  
Study Guide **\$10.00** each  
Based on pre-authorized payments on 1<sup>st</sup> of every month (Void Cheque Required)  
One month membership freeze per year in August  
**Contracts may be cancelled upon thirty (30) days' written notice.**

**No refunds for vacation time off, any unattended & sick days, and situations caused by or resulting from Acts of God, government regulations and/or mandates, unusually severe weather, or any other causes beyond our control.**

I, the buyer, authorize Pro Martial Arts & Fitness Centre Inc. to process a debit in paper, electronic or other form in the amount **AS PER ABOVE** on my bank account or credit card on the 1<sup>st</sup> of each month. I agree that each debit authorization shall be as if it were personally signed by me. I acknowledge that I have read, understood and accepted all the provisions contained in the Terms and Conditions of the Pre-Authorized Payment Authorization and I have received a copy. I warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement.

Bank Name: \_\_\_\_\_

Transit #: \_\_\_\_\_ Bank #: \_\_\_\_\_ Account #: \_\_\_\_\_

Account Holder Name (as indicated on account): \_\_\_\_\_

Payment of \$ \_\_\_\_\_ has been made at the time of signing this Agreement representing payment of the first and last month's payment, ITF Gup Fee, Setup Fee, and uniform The next regular payment as authorized above shall begin on / /  
Day Mo Year

**Please Note: There will be a \$20.00 service charge for any returned EFT payments or cheques.**  
**ADDITIONAL PROVISIONS, TERMS AND CONDITIONS**

I, as buyer, enter into this Agreement with Pro Martial Arts & Fitness Centre Inc. (hereinafter referred to as "the Studio") and do hereby agree on behalf of myself, my children, and all persons who become entitled to use the facilities of the Studio by virtue of my membership as follows: **PIPEDA:** I understand the personal information is being provided for the purpose of program registration and solely for the use of same by the Studio during my membership term. I authorize the release of any medical information which may be required during the use of the Studio by myself and my child or during any off-premises events or field trips.

**MEMBERSHIP TERM:** I agree to pay to the Studio the sums and charges specified in this Agreement when due, irrespective of the amount of use I make of the facility, and to immediately notify the Studio of any address change or of any other personal information changes. This is an ongoing closed contract unless otherwise specifically noted and the contract shall automatically renew on a month-to-month basis with the monies collected considered as ongoing maintenance fees.

**CANCELLATION OF THIS AGREEMENT:** I have five (5) days after signing this agreement to rescind it in writing. After fulfilling the minimum commitment as set out on the Agreement, the maintenance fees may be cancelled by visiting the Studio and completing a cancellation form one month (30 days) in advance of the scheduled payment withdrawal. A fee will apply to cancel the Agreement prior to its expiration date. Phone, fax, email or verbal cancellations are not accepted. The Studio has the right to cancel this contract at any time without notice, reason, or cause.

**MEMBERSHIP HOLDS:** If I and/or my child cannot use the Studio for a valid medical reason (doctor's note required), the Studio will put a hold on my membership until I or my child am/is/are fit to resume participating by visiting the Studio and completing a hold form, one month (30 days) in advance of the scheduled payment withdrawal. Membership holds for any other reason are entirely at the Studio's discretion and an administration fee may apply.

**WAIVER AND RELEASE:** I and my child fully recognize the risks of injury and/or illness inherent in participation in any fitness or martial arts program, and we represent to the Studio that we have taken all reasonable steps to determine, and hereby warrant, that we are in good health and physically capable of participating in the programs and courses of instruction offered by the Studio. We acknowledge that the Studio shall make no, and shall have no responsibility to make any independent evaluation of our physical health or fitness. We understand and agree that all participation in any such fitness program or use of the Studio's facilities or equipment on or off the premises of the Studio, including tournaments or field trips, shall be at our own risk.

We hereby release, indemnify and save harmless the Studio, and its officers, directors, employees and agents from and against any and claims, demands, damages, costs and liabilities of any kind or nature, including solicitor's fees and costs, for injury to or death of myself or my child(ren), or of any person or persons who become entitled to use the facilities of the Studio by virtue of our membership, or any third persons, which arise directly or indirectly out of or in connection with our participation in any program or course of instruction either on or off the premises of the Studio, or by virtue of our presence at the Studio or at any of the Studio's off-premises events, whether or not in fact we or such other persons are then participating in any particular program or event. We understand and agree that the Studio shall not be responsible for the conduct of other users of the Studio or its facilities or equipment, or participants in the Studio's off-premises programs, or for any injury or death or damage to property resulting from such conduct, and we shall not bring any action or proceeding against the Studio for any payment compensation or claim for any loss of life or injury caused by any such user.

**NOT A DAY CARE:** We understand that the Studio is a fitness and martial arts school and not a day care, and as such, its stock-in-trade is not supervision and care, but rather the physical and character building skills of the martial arts. We understand that the Studio is a drop-in facility, the children are free to come and go from the Studio, and if my child stays at the Studio, it is at my direction, and not at the direction of the Studio.

**LOSS/DAMAGE/THEFT OF PROPERTY:** We understand and agree that neither the Studio, nor its officers, directors, agents or employees shall be responsible for any personal property which is damaged, lost or stolen in or around the Studio or its facilities, or at any of the Studio's off-premises events and/or field trips.

**RULES AND REGULATIONS:** I and my child agree to abide by the rules and regulations governing the conduct and operation of the facilities. We understand that the Studio has the right to alter or amend any and all rules and regulations, including those set forth in this Membership Agreement, and we agree to abide by all such amended rules and regulations. We understand that our membership and the right to use the Studio's facilities and programs may be suspended or terminated at any time with or without cause.

**ADDITIONAL COSTS:** We understand and agree that there will be special events held at the Studio, including but not limited to belt tests, tournaments, camps, etc., and these events all incur additional fees beyond the amounts set forth in this Agreement. We also understand and agree that the cost of uniforms, equipment, supplies and food items such as snacks and beverages are not included in the cost set forth above, and must be purchased separately. All Government taxes, including Goods and Services Tax, are in addition to and will be automatically added to all payments. We understand the Studio reserves the right to charge extra for any new services.

**PHOTOGRAPHS:** We hereby authorize the Studio and its agents, successors and assigns to photograph me or my child and/or use our voice without restriction and to utilize such photographs and/or voice transcriptions for any commercial purpose, including but not limited to the promotion and marketing of the Studio, and we agree that we shall not be entitled to receive any compensation whatsoever or any kind as a result of such use.

**AUTHORITY TO TREAT:** I give the instructors, staff and responsible adults of the Studio the power to authorize medical or other treatment of myself and/or my child. If I am not the person named, I am the parent, guardian or adult responsible for the person named and I have the legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or adult responsible has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations set out in the Medical Information Form. This authority begins on the date signed and continues throughout the term of the Agreement or any renewal. By giving my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based upon the knowledge and understanding of the person making the decisions. I understand that the instructors may have limited skills in first aid and at their discretion, I authorize them to use those skills and technique to assist in any circumstance in which they judge their skills would be necessary or helpful.

**I have carefully read and understand these Additional Provisions, terms and Conditions and agree to be bound by them.**

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Registrar: \_\_\_\_\_

Date: \_\_\_\_\_