

Kotzen Karate Enrolment Agreement

Kotzen Karate will use its best efforts to assist the Student in obtaining his or her maximum potential in the Martial Arts. I recognize that class schedules may be adjusted periodically to further the School's goal of matching students of generally similar size and ability. Being a member of *Kotzen Karate*, I will faithfully comply with all the rules and regulations of the School and the traditions of the Martial Arts. Students, parent (or the legal guardian on behalf of the Student) should understand that any misuse of their Martial Arts skills, such as fighting with or physically abusing others, or any breach of the aims of the School would result in the student's suspension or expulsion. The Student will not be entitled to a refund or reimbursement of the tuition and remains obligated under all the terms set forth in this agreement. The Student acknowledges that there have been no representations, promises, or inducements made by the School with respect to this agreement, other than as expressly set forth herein, and that this agreement contains the entire understanding between the parties. Failure to take the lessons in the allocated time will result in forfeiture of the Student's right to such lessons. In case of accident, illness, or vacation time, a maximum of three months extension will be granted on each year of agreement. Extensions will not be granted without written request or approval of the School. I further understand that failure to complete these lessons does not relieve me of my obligations to pay the tuition in full. I recognize that the School has made substantial commitment in terms of staff and facilities in order to provide competent levels of instruction in the Martial Arts, and therefore acknowledge a corresponding commitment on my part to fulfill my obligations under this agreement. These obligations include payment of the tuition set forth on the other side of this agreement. I understand that if I fail to do so, the School shall be entitled to enforce the promissory note contained herein according to its terms and that I will be responsible for its expenses in doing so, including the School's reasonable attorney fees. Lessons scheduled may be modified at the discretion of the School's from time to time for holidays, Karate tournaments, belt testing, and other School activities. The School shall give prior notice of such modifications by general announcement. The course shall expire on the date written on the receipt provided. The regular hourly tuition is \$85.00 per hour, but a substantial discount has been provided me by virtue of enrolling in a regular program. Student, parent or legal guardian on behalf of the Student, acknowledges and is fully cognizant of all the inherent dangers in connection with execution of Martial Arts and acknowledges the execution of the Martial Arts requires physical exertion and contact and realizes that there is a risk of physical injury which may be incurred while engaging in this activity. Protective equipment, required by the School will largely eliminate possibly of accident or injury; however, the School does not warranty the protective equipment. In consideration of being allowed to enroll in this course, Student, or the parent or legal guardian on behalf of the Student, hereby personally assumes all risks of bodily injury, death or property damage due to negligence of the School, its principals, agents, employees, and instructors, fellow students or others in connection with the activities undertaken in the teaching practices, training, testing and completion involving Martial Arts, and further for himself, his spouse, legal representatives, heirs and assigns, hereby releases, waives, discharges and agrees to save and hold harmless the School, its principals, agents, employees, instructors, and fellow students, for any injury or damage whether foreseen or unforeseen any claim resulting therefrom whether caused by the negligence of the School, its principals, agents, employees, instructors, and fellow students arising out of the enrolment or participation in this course. Student, parent, or legal guardian of the Student, further states that he is of lawful age and legally competent to sign this acknowledgement and release, and understands that the terms herein are contractual and not mere recital, and has signed this document of his own free act. Student, parent, or legal guardian of the Student, warrants that the Student has had a medical examination to assure himself, and assume his own responsibility of physical fitness and capacity to perform under this program, and is physically able as attested to by the medical examination. Student, parent or legal guardian of the Student has an option to cancel this agreement within 7 business days and obtain a refund of a down payment less \$85.00 administration fee. This agreement is non-transferable without express written consent of *Kotzen Karate*.

Rebate and Default

Any unpaid balance may be paid at any time without penalty. I, the Enrollee or the Member, irrevocable authorize the School, its successors, assigns, and those acting under its authority, to copy, use, publish, for art, advertising, trade, or any other lawful purpose whatsoever, photographic portraits, pictures or video tapes of me, in which I may be included in whole or part.

STUDENT AGREEMENT

The student (if over 18), parent, or legal guardian of the student agrees to the terms of the program selected and carefully read and understood both sides of this form.

Signature of Student, Parent or Legal Guardian: _____

Dated this _____ day of _____ 20 ____

Accepted by: _____