

YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN THREE (3) DAYS OF ITS MAKING, EXCLUSIVE OF HOLIDAYS AND WEEKENDS, UPON THE MAILING OR DELIVERY OF WRITTEN NOTICE TO TIGER MARTIAL ARTS, AND YOU WILL RECEIVE A REFUND UPON SUCH NOTICE OF ALL MONIES PAID UNDER THIS AGREEMENT. SUCH REFUND SHALL BE ISSUED WITHIN THIRTY (30) DAYS AFTER RECEIPT OF YOUR NOTICE OF CANCELLATION, PROVIDED IT IS MADE IN ACCORDANCE WITH THIS PROVISION.

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME FOR ANY REASON WHATSOEVER. Any notice of intent to cancel this Agreement by Buyer shall be given in writing to Tiger Martial Arts. A valid notice of cancellation from you shall terminate automatically your obligation to pay any entity to whom we have subrogated or assigned this Agreement. If Buyer decides to cancel this agreement Buyer is obligated to pay Tiger Martial Arts a cancellation fee of \$75.00 and return this agreement, student card, and any documents received at or after this agreement was signed evidencing Buyer's enrollment at Tiger Martial Arts. Buyer's cancellation will be effective only when Tiger Martial Arts receives all referenced items.

Buyer is advised to contact the Department of Agriculture and Consumer Services within sixty (60) days should this facility go out of business at any time during the term of this Agreement. The school shall not be deemed to have gone out of business when temporarily closed for repair and renovation of the premises upon sale, for not more than fourteen consecutive days, or during ownership, for not more than seven consecutive days in any calendar year and not more than two periods of seven consecutive days in any calendar year.

The initial term of this Agreement shall not be for a period in excess of thirty-six (36) months, and shall thereafter be renewable only annually. Any such renewals shall not be executed or the fee therefor paid until a date which is sixty (60) days or less prior to the date on which the preceding agreement or extension expires.

If it is required that you to provide identification in order to enter the facility as a condition of using the services, Tiger Martial Arts shall provide such means of identification.

Additional Terms and Conditions

I, as the Buyer, enter into this Agreement with Tiger Martial Arts (hereinafter referred to as "the School"), and do hereby agree, on behalf of myself, my children, (and all persons who become entitled to use the facilities of the School by virtue of my (our) membership, as follows: **WAIVER AND RELEASE:** I and my child(ren) fully recognize the risks of injury and/or illness inherent in participation in any fitness or martial arts program, and we represent to the School 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 School. We acknowledge that the School 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 School's facilities or equipment on or off the premises of the School shall be at our own risk,

I (We) hereby release, indemnify, and hold harmless the School and its officers, directors, employees and agents, from and against any and all claims, demands, damages, costs and liabilities of any kind or nature, including attorney'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 School 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 School, or by virtue of our presence at the School or at any of the School'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 School shall not be responsible for the conduct of other users of the School or its facilities or equipment, or participants in the School's off premises programs, or for any injury or death or damage to property resulting from such conduct, and we shall bring any action or proceeding against the School for any payment compensation or claim for any loss of life or injury caused by any such user.

NOT A DAY CARE: I (We) understand that the School is not a day care facility but rather a martial arts school and that their intent is to teach the physical, mental and emotional skills of the martial arts.

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

RULES AND REGULATIONS: I and my child(ren) agree to abide by the rules and regulations governing the conduct and operation of the facilities. I (We) understand that the School has the right to alter or amend any and all rules and regulations, including those set forth in this Membership Agreement, and I (we) agree to abide by all such amended rules and regulations. I (We) acknowledge that I (we) have been provided with a copy of all current rules and regulations.

I (We) understand that this membership and the right to use the School's facilities and programs may be suspended or terminated at any time, with or without cause.

ADDITIONAL COSTS: I (We) understand and agree that there will be special events held at the school, including but not limited to belt tests, tournaments, camps, sleep-overs, 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 are not included in the cost set forth above, and must be purchased separately.

PHOTOGRAPHS: I (We) hereby, authorize the School all its agents, successors, and assigns to photograph me or my child(ren) 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 School, and we agree that we shall not be entitled to receive any compensation whatsoever of any kind as a result of such use.