



7480 Narcoossee Road, Suite 100A-E
 Orlando, Florida 32822
 (407) 826-1994

Please Print

Name of Client (Last) (First) (M)			Birthdate (mm/dd/yy)	
Address			Driver's License	
City		State		Zip Code
Phone #		Email		
Emergency Contact	Phone #	Address		Relation
Emergency Contact	Phone #	Address		Relation
Physician	Phone #	List any medical/health conditions:		

Co-Signer/Client (Parent/Guardian) if under the age of consent:

Name of Client (Last) (First) (M)			Birth date (mm/dd/yy)	
Address			Relationship	
City		State		Zip Code
Phone #		Email		

Cosigner agrees to pay the dues or other payments required to pay under this agreement.

The person whose name appears above applies for membership at the **Ultimate Power Martial Arts & Fitness Center, Inc.**, with (and/or staff) on terms set out in this contract agreement.

This document is an application for Martial Arts, Tumbling & Dance Classes and will form an agreement between the Client and **Ultimate Power Martial Arts & Fitness Center, Inc.** **Ultimate Power Martial Arts & Fitness Center, Inc.**, makes no representation or warranties, written or oral, expressed or implied, other than those in this agreement.

Number of months: _____

Membership/Registration Fee: _____

Cost per month: _____

Martial Arts Program: _____

Total cost: _____ US Dollars

Tumbling or Dance Program: _____

Upon default in any of the below payments, **Ultimate Power Martial Arts & Fitness Center, Inc.** may at its option and upon ten days' written notice to the CLIENT declare the whole or any part of the balance less any unearned credit charges to be immediately due and payable. The Client agrees to pay interest on all overdue amounts under this agreement at a rate of 2% per month (24 % per year), calculated and compounded monthly in arrears from the date that the amount is due, and service charges of \$25.00 on each check or other payments which is not honored or made by the Client's bank and savings institution. **Membership/Registration fees are non-refundable.**

Promise to Pay

The Client hereby promises to pay **Ultimate Power Martial Arts & Fitness Center, Inc.**, dues in the amount of \$ _____ per month hereinafter referred to as "Dues", and said Dues are to be paid the _____ day of each month, commencing on _____.

Ultimate Power Martial Arts & Fitness Center, Inc. and/or management staff may cancel the Client's right for **Ultimate Power Martial Arts & Fitness Center, Inc.** and Martial art related training if the Client fails to pay his/her Dues within 15 days from the date they are payable. However, the Client agrees to pay a minimum of 2 months of guaranteed Dues and no portion of this is canceled or refundable. **Ultimate Power Martial Arts & Fitness Center, Inc.**, with discretion, may re-admit the defaulting client for Martial art related training services.

In certain circumstances (at the sole discretion of **Ultimate Power Martial Arts & Fitness Center, Inc.**, the client is not able to commit to the full agreement; the member is responsible for all training sessions to be paid up to date. Under this circumstance, a partial month will be counted as a full month.

Assignment

The Client acknowledges and agrees that this Agreement and Promise to Pay may be assigned by **Ultimate Power Martial Arts & Fitness Center, Inc.**, at its sole option to a third party, provided that the Client shall receive notice in writing of any such assignment. The Client acknowledges receipt of a copy of the agreement, acknowledges having read and understood its terms and agrees to be bound by its terms contained in this document.

Ultimate Power Martial Arts & Fitness Center, Inc., Membership confirmation:

Mr.,Mrs.,or Ms. (print) _____

Signed _____

Cosigner (if necessary) _____

Witnessed by _____

Date of Acceptance _____

Release and Indemnity Agreement

I acknowledge that the exercise, martial arts and fitness programs and the use of the exercise equipment offered at the **Ultimate Power Martial Arts & Fitness Center, Inc.**, facility can provide for strenuous physical exercise, and I am aware of the inherent risk of serious physical injury and other dangers associated with the use of the equipment and the programs. In consideration for **Ultimate Power Martial Arts & Fitness Center, Inc.**, providing me with martial art training services, I hereby accept and fully assume all such risks and dangers and the possibility of personal injury, death, and property damage or loss resulting from such use and participation. I also hereby release, save harmless and indemnify **Ultimate Power Martial Arts & Fitness Center, Inc.**, and all employees at the dojo and/or facility, from any and all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage that I or my next of kin may suffer arising out of or in connection with my use of the equipment, my participation in the martial art, fitness programs, due to any cause whatsoever, including without limitation, the negligence of **Ultimate Power Martial Arts & Fitness Center, Inc.**, the facility and any one or more of the instructors, employees and staff of the dojo. I agree that the Release and Indemnity Agreement prior to signing and I am fully aware that by signing this agreement I am affecting my legal rights.

Clients Signature

Date

Please Read Carefully

1) Health Information:

The Client represents that she/he is not aware of any existing mental or physical condition which might reasonably be expected to put him/her at any risk in using the facility than that of a healthy woman/man of his/her age.

2) Default:

Ultimate Power Martial Arts & Fitness Center, Inc. has the right to revoke the Client's training contract in writing to the client if;

- a) any information given by the member on the previous pages is false at its time given;
- b) the client breaches any of the rules of this agreement or the rules of the facility;
- c) the client makes an assignment in favor of creditors or is declared or is bankrupt, or
- d) the client fails to make any payment under the agreement within ten days of the time it becomes due.

3) Refunds, Transfers, and Cancellation by Client:

This agreement is non-refundable and non-transferable by the Client and may not be cancelled by the Client, except;

- a) limited by circumstances provided in the Consumers Protection Act of Florida such as relocation, death and permanent disability. After the 12 Month Commitment, said Client may cancel or withdraw from the program by providing a written

30 Day Notice to Ultimate Power Martial Arts & Fitness Center, Inc.

4) Location:

Should the current facility be unavailable for the Client's use due to damage caused by fire, act of God, catastrophe, accident, lease expiry, or for any reason whatsoever, this contract will be NULL & VOID.

5) Compliance with Rules and Regulations:

The Client agrees to comply with the rules and regulations posted by the **Ultimate Power Martial Arts & Fitness Center, Inc.**, relating to the use of the facility; including safety, acceptable clothing, handwear and footwear, hygiene and conduct.

6) Duty of Care:

The Client agrees to exercise ordinary care while using the facilities for the protection of the Client and others.

7) Lost or Stolen Property:

Ultimate Power Martial Arts & Fitness Center, Inc., or the facility is not liable for any stolen or lost property of the Client or guest.

8) Time:

Training sessions are regularly held Monday – Friday from **4:00 PM to 9:00 PM** and Saturday **10:00 AM to 12:00 PM**.

The Client will understand postponement or cancellation in the event **Ultimate Power Martial Arts & Fitness Center, Inc.**, has scheduled a tournament, martial arts testing, community event, special training or holiday closure.

9) Indulgences:

No failure or delay by **Ultimate Power Martial Arts & Fitness Center, Inc.**, in enforcing any right under this agreement will operate as a waiver of that right under this agreement or prevent **Ultimate Power Martial Arts & Fitness Center, Inc.** from exercising any other right under this Agreement. No amendment or waiver of any term of this agreement will be effective unless it is in writing, except as otherwise provided here.

10) Severability:

If any provision of this agreement is found to be invalid or unenforceable, it will be considered separate and severable from this agreement and will not affect the validity or enforceability of any other term of this agreement.

11) Law:

This agreement will be governed by the law of the State of Florida.

Initials

AUTHORIZED STUDENT PICK UP:

Name: _____ Relationship to Student: _____

Cell Phone: _____ Driver License #: _____

Name: _____ Relationship to Student: _____

Cell Phone: _____ Driver License #: _____

A \$75.00 Non-Refundable registration fee must accompany registration.

Checks or money orders should be made payable to: **Ultimate Power Martial Arts & Fitness Center, Inc.** Credit card information is still required even if payments will be made by check, cash and/or money order.

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ MasterCard _____ Discover

Credit Card Number: _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

One Time Charge: \$ _____ (USD)

Yearly Membership Charge: \$ _____ (USD)

Ongoing Monthly Charge: \$ _____ (USD)

I hereby authorize ULTIMATE POWER MARTIAL ARTS & FITNESS CENTER, INC. to charge the agreed amount listed above to my credit card provided herein. I agree that I will pay for this fee and/or purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:

Name: _____ Date: _____

Signature: _____

Emergency Contact and Medical Information for a Child

<hr/> Child's Name	<hr/> Date of Birth		M	F
			Sex	
<hr/> Parent's/Guardian's Name	<hr/> Parent's/Guardian's Name			
()	()	()	()	
<hr/> Home Phone	<hr/> Work Phone	<hr/> Home Phone	<hr/> Work Phone	
<hr/> Address	<hr/> Address			
<hr/> City, ST, ZIP Code	<hr/> City, ST, ZIP Code			

Alternative Emergency Contacts

<hr/> Primary Emergency Contact	<hr/> Secondary Emergency Contact		
()	()		
<hr/> Home Phone	<hr/> Work Phone	<hr/> Home Phone	<hr/> Work Phone
<hr/> Address	<hr/> Address		
<hr/> City, ST, ZIP Code	<hr/> City, ST, ZIP Code		

Medical Information

Hospital/Clinic Preference

<hr/> Physician's Name	<hr/> Phone Number
<hr/> Insurance Company	<hr/> Policy Number

Allergies/Special Health Considerations

I authorize all medical and surgical treatment, X-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by the attending physician and/or paramedics for my child and waive my right to informed consent of treatment. This waiver applies only in the event that neither parent/guardian can be reached in the case of an emergency.

<hr/> Parent's/Guardian's Signature	<hr/> Date
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I give permission for my child to go on field trips and any and all events outside of Ultimate Power Martial Arts, Inc., premises. I hereby release Ultimate Power Martial Arts & Fitness Center, Inc., officers, directors, employees, instructors, coaches, volunteers & staff members from any and all liability in case of accident during activities related to Ultimate Power Martial Arts & Fitness Center, Inc., as long as normal safety procedures have been taken.

<hr/> Parent's/Guardian's Signature	<hr/> Date
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<hr/> Witness Signature	<hr/> Date
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Ultimate Power Martial Arts & Fitness Center, Inc.
7480 Narcoossee Road, Suite 100A-E - Orlando, Florida 32822
RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF
ULTIMATE POWER MARTIAL ARTS & FITNESS CENTER, INC.

I understand that there are risks and dangers in participating in martial arts activities and that in order to participate, in any such activities, including but not limited to Tae Kwon Do, Martial Arts, Tumbling, Zumba, Insanity, Yoga, Cardio Kickboxing,, Self Defense, Aerobics, Dancing, and other martial arts classes/training, including classes/training involving the use of martial arts weapons, I must give up my rights to hold Ultimate Power Martial Arts & Fitness Center, Inc. and any other entity or charity associated with Ultimate Power Martial Arts & Fitness Center, Inc., responsible or liable for any damage that I may suffer while participating in such classes/training provided by Ultimate Power Martial Arts & Fitness Center, Inc., waiting at or on Ultimate Power Martial Arts & Fitness Center, Inc. premises to participate in such classes/training, walking through the premises at Ultimate Power Martial Arts & Fitness Center, Inc. prior to or after such classes. Knowing this and in consideration for being permitted to participate in martial arts classes/training with Ultimate Power Martial Arts & Fitness Center, Inc., I hereby voluntarily forever release, discharge and hold completely harmless Ultimate Power Martial Arts & Fitness Center, Inc., and all other entities or charities associated with Ultimate Power Martial Arts & Fitness Center, Inc., and their members, offices, directors, agents, employees, heirs, assigns and independent contractors from any and all responsibility for, or liability resulting from or arising from, my participating in martial arts classes/training at Ultimate Power Martial Arts & Fitness Center, Inc., and being on the premises at Ultimate Power Martial Arts & Fitness Center, Inc.

I understand that the martial arts classes provided at Ultimate Power Martial Arts & Fitness Center, Inc. may include, but will not be limited to, activities such as kicking, punching, hitting, stretching, twisting, jabbing, lunging, rolling, falling, jumping, yelling, running, hand locks and the use of various martial arts weapons and equipment. I realize that these activities, as well as all other martial arts activities, can be dangerous, but I am voluntarily choosing to participate in some or all of these activities and agree to assume the risk associated with my participation therein. I understand that I am assuming full responsibility for any and all risks of death, personal injury, emotional pain and suffering, property damage and economic loss that might be suffered by me as a result of my participation in martial arts classes at Ultimate Power Martial Arts & Fitness Center, Inc. I agree that this release shall bind me, my spouse, my heirs, my personal representatives, my assigns, my children and my and their agents.

I hereby further agree to release, indemnify and hold completely harmless Ultimate Power Martial Arts & Fitness Center, Inc., and all other entities associated with Ultimate Power Martial Arts & Fitness Center, Inc., and their members, officers, directors, agents, employees, heirs, assigns and independent contractors harmless from any and all liability and costs, including attorney fees, associated with or arising from my participating in martial arts classes/training at Ultimate Power Martial Arts & Fitness Center, Inc., waiting at or on Ultimate Power Martial Arts & Fitness Center, Inc. premises to participate in such classes/training, and walking through the premises at Ultimate Power Martial Arts & Fitness Center, Inc. prior to or after such classes/training.

I understand that if I were to file a law suit against Ultimate Power Martial Arts & Fitness Center, Inc., or any other entity associated with Ultimate Power Martial Arts & Fitness Center, Inc. and/or their members, officers, directors, agents, employees, heirs, assigns and independent contractors, as a result of any personal injury including death, emotional pain and suffering, property damage or economic loss suffered by me as a result of my participation in martial arts classes/training at Ultimate Power Martial Arts & Fitness Center, Inc., waiting at or on Ultimate Power Martial Arts & Fitness Center, Inc. premises to participate in such classes/training, and walking through the premises at Ultimate Power Martial Arts & Fitness Center, Inc. prior to or after such classes/training, that this release would bar the lawsuit and the court would dismiss it on the grounds that by signing this release, I have expressly assumed all the risks associated with participation in such activities, including but not limited to negligence on the part of the martial arts, Zumba, Insanity, Yoga, Cardio Kickboxing, Self Defense, Aerobics, Dance, and other instructors in the performance of their duties, negligence by other members of Ultimate Power Martial Arts & Fitness Center, Inc., negligence in the operation of machinery or equipment, and/or premises liability.

If I am signing this release on behalf of a minor child, I understand that I am giving up the same rights for the said minor as if I signed this release on my own behalf. I have read this agreement and understand the words and language in it and I am advised of all potential dangers incidental to participation in martial arts classes/training at Ultimate Power Martial Arts & Fitness Center, Inc., including travel to and from.

I agree that this is a document consisting of a total of one page and that I have been presented, have read and understood the contents contained herein and the rights that I am giving up by signing below where indicated.

Name: _____

Name of Minor: _____

Signature: _____

Date: _____