

DOUBLE DRAGON KARATE INSTITUTE

Membership Agreement Form

Account Holder's Name(s): _____ DOB: _____

Address: _____ Unit/Apt: _____ City: _____ Zip: _____

Phone: Home: _____ Cell: _____ Email: _____

Employed By: _____ Phone: _____

Member Name: _____ Gender: _____ DOB: _____

School (if applicable): _____

Member Name: _____ Gender: _____ DOB: _____

School (if applicable): _____

Member Name: _____ Gender: _____ DOB: _____

School (if applicable): _____

How Did You Hear About Us? Facebook Google Instagram School Saw Storefront
Referral: _____ Other: _____

Description of Services: Payment of \$ _____ for the _____ Week or _____ Month

The program offered to Member (s) at Double Dragon Karate Institute is described as follows:

Term of Membership: This Agreement shall begin on _____, 20____, and shall expire on _____, 20____

The undersigned, on behalf of themself and the members listed hereon (if minors) (hereinafter may be referred to as "we," "us," "our") hereby acknowledge, understand and agree that -

(a) there are risks and dangers associated with participation in martial arts activities which could result in bodily injury, including, without limitation, partial and/or total disability, paralysis and death,

(b) the social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe,

(c) these risks and dangers may be caused by the action, inaction or negligence of us or the action, inaction or negligence of others, including, but not limited to, the Releasees (defined below), and

(d) there may be other risks not known to us or that are not reasonably foreseeable by anyone at this time.

We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the Releasees (defined below).

We represent and warrant that we are in good health and physically capable of participating in the programs and facilities involved in this membership.

We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Double Dragon Goju-Ryu Karate-do Organization, LLC (hereinafter referred to as the“DDKI”), and its managers, members, employees, contractors, representatives, agents, promoters, lessees of premises used to conduct the martial arts program (individually, a “Releasee” and collectively, the “Releasees”) from and against any and all claims, demands, losses, liabilities, damages and expenses, including attorneys’ fees, incurred by us, and any claims or demands therefor on account of any injury, including, without limitation, death of the members, or any property damage, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of any Releasee or otherwise.

We agree to follow all rules and conduct ourselves in accordance with the operation of DDKI's facilities as directed by DDKI’s staff.

We further understand that any failure by us to comply with any of these rules and regulations may result in the termination of this membership agreement, and that we will not be entitled to a refund under any circumstances.

We agree that DDKI and its agents, successors, and assigns are allowed to photograph and video us and use our voices without restriction and that DDKI may utilize such photographs, videos, and/or voice transcriptions for any commercial purpose whatsoever, including, but not limited to, the promotion and marketing of DDKI.

We understand and agree that we shall not be entitled to receive any compensation as a result of such use.

We understand that testing, tournament, camp, and special event fees are not included in tuition fees.

We further understand that this membership agreement is non-transferable and that there shall be no refund for registration fees, tuition fees, uniform fees, or any other deposits made.

NOW THEREFORE, for and in consideration of the sum of the annual dues and other good and valuable consideration, the parties agree as follows:

1. Applicant warrants that the applicant is in general good health and physical condition, and that to the best of the applicant's knowledge, the applicant does not suffer from high blood pressure, heart ailments, or any latent physical disabilities. Applicant acknowledges that the applicant is fully aware and expressly understands that training and instruction in karate requires strenuous exercise and activity and necessitates bodily contact during sparring and at other times as a part of the instruction. Applicant is fully aware that any and all of the aforementioned activities and others may result either unavoidably or negligently in bodily injury to the applicant. Membership in DDKI and participation in DDKI-related activities are the applicant's choice, and the applicant is encouraged not to join or participate if the applicant wishes to avoid the inherent risks.

2. Applicant agrees to use karate techniques only for self-defense, instruction, exercise, self-improvement, or to help others. Applicant certifies that the information supplied by the applicant in the membership application is accurate and complete. Applicant agrees to abide by the code of ethics, principles, or bylaws of DDKI. Applicant agrees that the applicant's membership may be revoked without remuneration at any time if the applicant fails to abide by the code of ethics, principles, or bylaws of DDKI. Applicant agrees that applicant's membership may be revoked without remuneration at any time if DDKI finds that the applicant has engaged in conduct materially and seriously prejudicial or detrimental to the interests or purposes of DDKI.

3. In the event of any litigation arising out of this agreement or out of the applicant's membership in DDKI or participation in DDKI-related activities, the applicant agrees to, at DDKI's sole option, either (a) advance to DDKI the legal fees and costs estimated to be incurred by DDKI, or (b) reimburse DDKI the legal fees and costs actually incurred by DDKI.

4. This agreement shall not be construed against its drafter. The terms of this agreement shall survive any termination of the applicant's membership in DDKI. If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws, the remaining parts shall remain and be construed in full force and effect to the extent permitted by law. This agreement shall be construed in accordance with the laws of the United States of America. This agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives, and assigns. Applicant acknowledges having read this agreement and understands all of its terms. Applicant executes this agreement voluntarily and with full knowledge of its significance. In agreement with all that has been stated above, the parties have signed below.

Member:

Date:

Parent/Legal Guardian:

Date:

Registrar:

Date:

Note: Double Dragon Karate Institute is the Releasee - the party protected from legal claims.

DOUBLE DRAGON KARATE INSTITUTE

Release, Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way in a Martial Arts competition, and/or any training therefor (collectively, "martial arts activity or event"), the parent(s) and/or legal guardian(s) of the minor participant named below ("Participant") agree: The parent(s) and/or legal guardian(s) will instruct the Participant that before participating in the martial arts activity or event, the Participant should inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant should immediately advise his or her Grand Master and the officials, as applicable, of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to ensure that Participant REFUSES TO PARTICIPATE further.

1. I/We fully understand and acknowledge that:

A. The martial arts activity or event imply that one may be taught and may practice techniques for physical self-defense but not limited to a variety of movements which include defensive blocks and offensive strikes primarily using the hands and feet; and, as one progresses, the techniques taught and practiced become more complex and physically demanding; and, one may also engage in sparring which involves physical contact with others; and, based on all of the foregoing, there is a danger that one may suffer bruises or other sorts of physical injuries

B. There are risks and dangers associated with participation in martial arts events and activities, which could result in bodily injury, including, without limitation, partial and/or total disability, paralysis, and death. Such bodily injuries can consist of concussions and injuries to the teeth and jaw.

C. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

D. These risks and dangers may be caused by the action, inaction, or negligence of Participant or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below.

E. There may be other risks not known to us or not reasonably foreseeable at this time.

F. I/We will ensure that the participant wears the whole World Karate Federation (WTF) approved sparring gear at all times while participating in any martial arts activity or event. Such gear includes headgear, mouthguards, chest protectors, groin protection, and protection for the hands, arms, legs, and shins.

2. I/We accept and assume on behalf of Participants risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees (defined below).

3. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Double Dragon Goju-Ryu Karate-do Organization, LLC, and its managers, members, employees, contractors, representatives, agents, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, direction or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility of events held at such facility and each of them, their directors, officers, agents, employees(collectively, the Releasees”) from and against any and all claims, demands, losses, liabilities, damages and expenses of the undersigned and Participant, and any claims or demands therefor on account of any injury, including, without limitation, death of Participant, or any property damage, arising out of or relating to the event(s) caused alleged to be caused in whole or in part by the negligence of any Releasee or otherwise.

4. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. EACH OF THE UNDERSIGNED further expressly agrees that this Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the providence or state in which the martial arts activity or event is conducted and that if any portion is held invalid, it is agree that the balance shall, notwithstanding continue in full legal force and effect.

6. The undersigned parent(s) and/or legal guardian(s) of Participant execute this Release, Waiver of Liability and Indemnity Agreement individually and on behalf of Participant. If, despite the waiver and release hereunder, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will indemnify such Releasee and hold them harmless for any liabilities, losses, or expenses incurred by such Releasee as a result thereof.

7. Attendance at or participation in classes and other events, seminars and training activities constitutes an agreement by the Participant to allow use and distribution (both now and in the future) of Participant’s image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such classes and other events, seminars, and training activities.

I/WE HAVE READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS INDIVIDUALLY ON BEHALF OF THE PARTICPANT BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME/US AND INTEND MY/OUR SIGNATURE(S) TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant:

Parent/Legal Guardian:

Date:

Parent/Legal Guardian:

DOUBLE DRAGON KARATE INSTITUTE

Payment Method & Authorization

Please select the payment method:

By completing and signing below you authorize Double Dragon Karate Institute, LLC (DDKI) to charge the amount specified below to the credit/charge card you've selected. Also, you agree to pay this amount according to the terms of your credit/charge agreement.

Please complete your name, card number, and expiration date as it appears on your card:

Date:

Card Type:

Card Number

Expiration Date:

CVV:

Total recurring amount (\$)

Recurring Period:

Do you authorize Double Dragon Karate Institute to also charge for merchandise, belt tests, and other events:

Card Member Name:

Authorized Signature:

Address:

Daytime Phone Number

Email:

Student Name:

For confidentiality and data protection, this form must **NOT** be sent by email.. Please hand-deliver it to Double Dragon Karate Institute at 13141 W. Sunrise Blvd, Sunrise, FL 33323



Please feel free to share this QR code with anyone interested in joining Double Dragon Karate Institute. It provides quick access to our membership form and program details.