

## Enrollment Form – Amerson’s Taekwondo and Fitness, LLC

- 1. Introduction** – The following contract outlines terms and conditions between Amerson’s Taekwondo and Fitness, LLC (hereafter the “The Company”) and \_\_\_\_\_ (hereafter the “The Student”). The Company wishes to provide martial arts instruction to the Student in consideration for regular payment of tuition. Please read the following carefully as it outlines the rights and obligations of both parties under the contract.
- 2. Period** – This contract covers \_\_ year(s) from the first day of \_\_\_\_\_ until the last day of \_\_\_\_\_.
- 3. Tuition and Enrollment** – The Student agrees to pay an initial month tuition, equipment sales for the purchase of necessary uniforms or equipment, and a recurring monthly charge, the Tuition Fee, according to Exhibit A, Schedule of Fees, attached below. The initial tuition will be a one-time charge for the current month tuition such that The Student’s Tuition is immediately current and The Student has full access under subsequent sections. The Tuition Fee will be a recurring monthly charge that covers fees for access to facility and classes as outlined in subsequent sections. Tuition will be due on the first day of each month for that month and will be automatically charged to the Student via the Company’s payment processors Moon Clerk and Stripe. The initial recurring charge for the Tuition Fee under this contract will be due on \_\_\_\_\_.
- 4. Facility and Access** – During the Period of the contract for which Student’s Tuition is current the Student shall have access to the facilities at 10940 Raven Ridge Rd., #118-120 (hereafter the “Facility”) during scheduled class times or business hours posted on the Company’s website.
- 5. Class Schedule** – The class schedule will be posted on the Company website and is subject to change from time to time. The Company will make all reasonable efforts to advise the Student of changes in advance but makes no guarantee as to how far in advance that may be. Exceptions to the class schedule may occur from time to time due to extenuating circumstances such as inclement weather, family emergencies, or other business. If for such reasons, classes must be cancelled, the Company will provide such information via the Company website and other digital communication channels.
- 6. Holidays** – The Company will not operate its facilities on major US holidays and some holiday weekends. Such closures will be announced in advance via the Company’s website. Additionally, the Company will not operate its facilities for a one-week period surrounding July 4<sup>th</sup> and December 25<sup>th</sup> each year. These scheduled closures do not entitle Student to any discount of the Tuition Fee for those months.
- 7. Additional Fees and Charges** – The Student agrees and understands that the Tuition outlined above covers fees limited solely to providing access to the Facility and ongoing

instruction in the martial arts. Additional fees and charges may be required for belt testing, uniform purchases, equipment purchases, seminars, or other items not associated with regular instruction and use of the Facility.

8. **Liability and Waiver** – Student’s participation in classes and activities with the Company are contingent upon a fully signed Waiver and Release of Liability form included with this contract as Exhibit B.
9. **Temporary Suspension** – Should The Student foresee that he will not use The Facility during a given calendar month, the Tuition Fee may be suspended by providing The Company written request to suspend at least 10 days prior to the first day of that month. In this case, the agreement is temporarily suspended and:
  - a. The Company will not charge The Student the Tuition Fee for that month.
  - b. The Student is not eligible to participate in classes or events at The Facility for that month.

Suspended agreements and regular charges for the Tuition Fee will resume on the first day of the month subsequent to the suspension excepting one of the following:

- c. The Student requests in writing a suspension for the next month in a timely manner under this clause.
  - d. The Student makes a pro rata payment of the Tuition Fee during the suspension to rejoin classes or events.
  - e. The Student requests to terminate the agreement under one of the subsequent clauses in which case any suspensions end immediately.
10. **Termination by Student Without Cause**– This agreement may be terminated by the Student by notifying the Company in writing. Termination will be effective within 30 days of notice. Upon termination, the Student will no longer be eligible to attend and participate in classes, and the Company is no longer eligible to bill the Student for any services.
11. **Termination by Student With Cause** - If the Company breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the Student specifying such breach in reasonable detail, the Student shall have the right to terminate this agreement by giving written notice thereof to the Company, which termination shall go into effect immediately on receipt. Upon termination, the Student will no longer be eligible to attend and participate in classes, and the Company is no longer eligible to bill the Student for any services.
12. **Termination by Company** – This Agreement may be terminated at any time and for any reason by the Company. Upon termination, the Student will no longer be eligible to attend and participate in classes, and the Company is no longer eligible to bill the Student for any services.
13. **Statutory Rights Under NC Law** – Under NC G. S. 66-120, The Student has certain statutory rights than cannot be and are not limited by this agreement. These rights include:
  - a. The Company must return all information of a personal or private nature including but not limited to photographs, evaluations, and background information within 30 days of request.

- b. The Company must provide a refund within 30 days of notice of at least 90% of the pro rata cost of any unused services if:
    - i. The Student is unable to participate due to death or disability.
    - ii. The Student relocates more than eight miles from his present location and more than 30 miles from The Facility.
    - iii. The Company relocates the facility more than eight miles from its current location.
    - iv. The Company is unable to provide instruction.
  - c. For contracts with a total value of more than \$1,500, The Company must provide a refund within 30 days of notice at least 90% of the pro rata cost of any unused prepaid services.
14. **Cancellation Fees** – There is no Cancellation Fee due to The Company if this contract is terminated for any reason.
15. **Severability** – If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
16. **Entire Agreement** - This Agreement (together with the documents referred to in this Agreement and attached) constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

By signing this agreement below, I agree to be bound by each of its terms, I acknowledge that I have read and understood this agreement and the important restrictions it imposes upon me, and I have had an opportunity to consult with counsel of my own choosing to review this agreement.

By: \_\_\_\_\_

By: \_\_\_\_\_

Dan Amerson

Student: \_\_\_\_\_

Amerson's Taekwondo and Fitness, LLC

**NC G.S. 66-121 Notice.** You, the buyer, may cancel this contract at any time and for any reason prior to midnight of the third business day after the date of this contract. To cancel, you must notify The Company in writing not later than midnight of the following date, \_\_\_\_\_.

**Exhibit A: Schedule of Fees**

**Enrollment Fees**

Initial Month Tuition: \_\_\_\_\_

Equipment or Uniform Charges: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total:** \_\_\_\_\_

**Recurring Fees**

Primary Student Tuition: \_\_\_\_\_

Additional Family Members: \_\_\_\_\_ @ \_\_\_\_\_ = \_\_\_\_\_

**Total Recurring Fees:** \_\_\_\_\_

## Exhibit B: Waiver and Release of Liability

I recognize and understand that the martial arts training for which I am enrolling is a physical contact activity and that my participation might result in serious injury, including permanent disability or death, and severe social and economic loss. I also recognize and understand that such risk may be due to not only my own actions but also the action, inaction, or negligence of others or the conditions of the premises and any equipment used. I understand that the Amerson's Taekwondo and Fitness, LLC and its instructors will use their significant experience and expertise to minimize any such risk but that such risk cannot be completely foreseen or eliminated without fundamentally impairing the training.

I warrant that I am in good health and have no existing injury or physical limitation that would put me at increased risk for injury or prevent me from participating fully and safely in such activities.

I acknowledge that my use of techniques taught in this training may not be effective in all self-defense situations and that no warranty as to effectiveness of the techniques for a particular situation is made by Amerson's Takewondo and Fitness, LLC.

In addition, I acknowledge that video, photographs, or other recordings may occur during this classes and training at Amerson's Taekwondo and Fitness, LLC facilities. I waive and release any and all rights or claims to the use of my image or likeness that may be obtained in the course of such recordings.

I hereby release Amerson's Taekwondo and Fitness LLC, its owners, agents, instructors, personnel, it's lessor, IGWT Properties LLC, and, if applicable, other owners of the premises from any liability associated with the performance of martial arts techniques or physical activities that are part of and occur during this martial arts training or the practice of such techniques learned during the training and applied later.

I HAVE READ THE ABOVE WARNING AND RELEASE AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING BELOW, I AM WAIVING CERTAIN RIGHTS AND DO SO IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THIS MARTIAL ARTS TRAINING.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

*(For minors under the age of 18, a parent or legal guardian must sign.)*