



Revolution Combat Academy

REVOLUTION COMBAT ACADEMY, LLC.

8130 LORRAINE AVENUE, STE 312
STOCKTON, CA 95210

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STUDENT MEMBERSHIP AGREEMENT

I. CUSTOMER AND STUDENT INFORMATION

CUSTOMER (PARENT IF MINOR) NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRIMARY PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CUSTOMER REPRESENTS THAT HE/SHE IS 21 YEARS OR OLDER, AND HE/SHE HAS THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT FOR THE BENEFIT(S) OF:

STUDENT NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ RELATION: \_\_\_\_\_

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STUDENT NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ RELATION: \_\_\_\_\_

STUDENT NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ RELATION: \_\_\_\_\_

II. PROGRAM DETAILS

- ✓ DAYS OF TRAINING: STUDENTS MAY TRAIN 3 DAYS PER WEEK
✓ TRAINING OFFERED:
o YOUTH: STRIKING, BAG CLASS, SPARRING
o TEENS/ADULTS: STRIKING, BAG CLASS, SPARRING, STRENGTH & CONDITIONING
✓ DURATION OF TRAINING: 45 MINUTES GUARANTEED
✓ COST OF TUITION: \$150.00 PER MONTH
✓ COST OF GEAR: \$200.00 PER STUDENT (DISCOUNT OPTION AVAILABLE)
✓ DURATION OF CONTRACT: 1 YEAR WITH OPTION TO RENEW

PAYMENT OPTIONS:

Table with 6 columns: PAYMENT OPTIONS, NUMBER OF PAYMENTS, TOTAL PER PAYMENT, COST OF GEAR, GEAR DISCOUNT, TOTAL MEMBER COST. Rows include MONTHLY, QUARTERLY, SEMI-ANNUAL, ANNUAL.

GEAR PACKAGE INCLUDES: ACADEMY SHIRT, SHORTS, SHIN GUARDS AND GLOVES

❖ COST OF GEAR DUE UPON EXECUTION OF AGREEMENT LESS DISCOUNT (IF APPLICABLE)

### III. TERMS AND CONDITIONS

THIS MEMBERSHIP AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BETWEEN REVOLUTION COMBAT ACADEMY, LLC, HEREINAFTER REFERRED TO AS "THE ACADEMY," THE CUSTOMER AND/OR STUDENT, HEREINAFTER REFERRED TO AS "THE MEMBER."

**1. MEMBERSHIP TERM:**

THE INITIAL TERM OF THIS AGREEMENT SHALL COMMENCE ON (START DATE) \_\_\_\_\_ AND CONTINUE UNTIL (END DATE) \_\_\_\_\_, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THE DURATION OF THIS AGREEMENT IS ONE YEAR WITH THE OPTION TO RENEW.

**2. MEMBERSHIP DUES:**

THE MEMBER AGREES TO PAY MEMBERSHIP DUES OF \$ \_\_\_\_\_ PER (CIRCLE ONE) MONTH / QUARTER / SEMI-ANNUAL / ANNUAL, PER STUDENT FOR THE DURATION OF THIS AGREEMENT. PAYMENTS SHALL BE MADE ON OR BEFORE THE 1<sup>ST</sup> OF EVERY BILLING PERIOD.

**3. PAYMENTS:**

MEMBERS MUST SUBMIT CREDIT OR DEBIT CARD INFORMATION TO ACADEMY BY COMPLETING THE CREDIT CARD AUTHORIZATION FORM, ATTACHED TO AND MADE A PART OF THIS AGREEMENT. SAID CREDIT CARD INFORMATION IS FOR THE EXPRESS PURPOSE OF SECURING THE MONTHLY DUES FOR MEMBER'S PARTICIPATION IN THE PROGRAM.

- ❖ A SURCHARGE NO **GREATER THAN 3%** WILL BE ADDED TO ALL CREDIT CARD PAYMENTS. THIS SURCHARGE IS NOT GREATER THAN OUR TOTAL COST OF ACCEPTING CREDIT CARDS. MASTERCARD, VISA, AMERICAN EXPRESS AND DISCOVER CARDS ACCEPTED. SURCHARGES ARE NOT IMPOSED ON DEBIT CARDS. \_\_\_\_\_ (Initials)
- ❖ MEMBER AUTHORIZES THE USE OF THE DISCLOSED E-MAIL ADDRESS ABOVE FOR BILLING PURPOSES AND ACKNOWLEDGES THAT E-MAIL TEXT MAY INCLUDE FINANCIAL INFORMATION PERTAINING TO THIS AGREEMENT. \_\_\_\_\_ (Initials)

**4. COST TO PARTICIPATE:**

MEMBERS WHO CHOOSE TO PARTICIPATE IN MUAY THAI SPORTS LEAGUES, SUCH AS THE MUAY THAI DEVELOPMENT LEAGUE (MDL), ARE RESPONSIBLE FOR ALL COSTS REQUIRED TO PARTICIPATE:

- ❖ LEAGUE REGISTRATION FEES / ENTRY FEES
- ❖ TRAVEL EXPENSES (TRANSPORTATION, LODGING, AIRFARE, MEALS, ETC)

**5. TERMINATION/CANCELLATION/REFUND:**

EITHER PARTY MAY TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE 30 DAYS PRIOR TO THE DESIRED TERMINATION DATE. IN THE EVENT OF TERMINATION, THE CUSTOMER REMAINS RESPONSIBLE FOR ANY OUTSTANDING DUES.

- ❖ IF MEMBER CANCELS THIS AGREEMENT WITHOUT PROVIDING REQUISITE NOTICE, MEMBER WILL PAY ACADEMY ONE HUNDRED PERCENT (100%) OF THE TOTAL PROGRAM PRICE THAT REMAINS AFTER CANCELLATION. \_\_\_\_\_ (Initials)

❖ IF MEMBER PROVIDES ADEQUATE NOTICE OF CANCELLATION, ANY UNUSED DUES PAID IN ADVANCE WILL BE REFUNDED TO THE ORIGINAL CREDIT CARD USED WITHIN 2 WEEKS.

 (Initials)

**6. CODE OF CONDUCT:**

THE MEMBER AGREES TO ABIDE BY THE ACADEMY'S CODE OF CONDUCT, WHICH INCLUDES BUT IS NOT LIMITED TO RESPECTFUL BEHAVIOR TOWARDS INSTRUCTORS AND FELLOW MEMBERS, PUNCTUALITY, AND ADHERENCE TO THE ACADEMY'S RULES AND REGULATIONS.

**7. LIABILITY WAIVER:**

THE MEMBER ACKNOWLEDGES THE PHYSICAL DEMANDS AND RISKS ASSOCIATED WITH MARTIAL ARTS TRAINING. THE STUDENT AGREES TO ASSUME ALL RISKS AND RESPONSIBILITIES FOR ANY INJURIES SUSTAINED DURING OR AS A RESULT OF THEIR PARTICIPATION IN ACADEMY ACTIVITIES.

**8. CLASS SCHEDULING:**

THE ACADEMY RESERVES THE RIGHT TO MODIFY CLASS SCHEDULES, INSTRUCTORS, AND TRAINING PROGRAMS, AS NECESSARY. THE MEMBER WILL BE NOTIFIED IN ADVANCE OF ANY CHANGES WHENEVER POSSIBLE.

**9. IMAGE RELEASE:**

THE MEMBER GRANTS THE ACADEMY THE RIGHT TO USE PHOTOGRAPHS AND VIDEOS TAKEN DURING CLASSES OR EVENTS FOR PROMOTIONAL AND MARKETING PURPOSES.  (Initials)

**10. PERSONAL BELONGINGS:**

THE ACADEMY IS NOT RESPONSIBLE FOR THE LOSS, THEFT, OR DAMAGE TO PERSONAL BELONGINGS BROUGHT ONTO THE PREMISES BY THE CUSTOMER OR MEMBER.

**11. GOVERNING LAW:**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA.

**12. ENTIRE AGREEMENT:**

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS, WHETHER WRITTEN OR VERBAL. ANY PROMISE OR CONDITION NOT CONTAINED IN THIS AGREEMENT IS NOT BINDING ON THE PARTIES.

BY SIGNING BELOW, THE MEMBER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

#### IV. WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY /HOLD HARMLESS

- **BY SIGNING THIS AGREEMENT, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE PRACTICE OF MUAY THAI IS INHERENTLY A CONTACT SPORT; AND AS SUCH, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT INJURY CAN OCCUR TO THOSE WHO PRACTICE MUAY THAI. STUDENT IS RESPONSIBLE TO ACQUIRE AND USE THEIR OWN SAFETY EQUIPMENT. AS CONSIDERATION FOR STUDENT BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR INJURY THAT MAY OCCUR TO STUDENT AS A PARTICIPANT IN SAID PROGRAM OR TO ANY OTHER PERSON OR PROPERTY AS A RESULT OF STUDENT'S CONDUCT. [REDACTED] (Initials)**
  
- **SPECIFICALLY, CUSTOMER AGREES TO RELEASE AND WILL HOLD HARMLESS AND FULLY INDEMNIFY INSTRUCTOR AND ITS REPRESENTATIVES AND/OR AGENTS FOR ANY CLAIMS OR JUDGMENTS WHICH MIGHT ARISE IN ANY WAY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATING TO ANY INJURY TO THE STUDENT, OR CAUSED BY THE STUDENT, TO A THIRD PARTY OR PROPERTY, WHICH MAY OCCUR FROM STUDENT'S PARTICIPATION IN SAID PROGRAM. IN THE EVENT THAT ANY PERSON OR ENTITY ASSERTS A CLAIM AGAINST INSTRUCTOR, ITS REPRESENTATIVES, AND/OR AGENTS, RELATING TO STUDENT'S INJURY OR DAMAGE ARISING FROM PARTICIPATION IN SAID PROGRAM, INSTRUCTOR SHALL APPOINT AN ATTORNEY TO REPRESENT ITS INTERESTS AND CUSTOMER SHALL PAY ALL OF INSTRUCTOR'S ATTORNEY FEES, PAYMENTS, COURT COSTS, EXPERT FEES, DEPOSITION COSTS, AND RELATED LITIGATION EXPENSES, INCLUDING BUT NOT LIMITED TO APPEALS AND APPEAL BONDS, WITHIN THIRTY (30) DAYS AFTER WRITTEN DEMAND BY INSTRUCTOR. [REDACTED] (Initials)**
  
- **CUSTOMER UNDERSTANDS THAT STUDENT'S PARTICIPATION IN THE PHYSICAL ACTIVITIES OF THE PROGRAM DESCRIBED ABOVE IS AT STUDENT'S DISCRETION, AND STUDENT IS EXPECTED NOT TO EXCEED THEIR OWN PHYSICAL LIMITATIONS. CUSTOMER WILL INFORM INSTRUCTOR OF ANY AND ALL HISTORY OF MEDICAL DISABILITIES AND ANY CONDITION OF WHICH STUDENT SUFFERS OR HAS SUFFERED. [REDACTED] (Initials)**
  
- **CUSTOMER UNDERSTANDS THAT STUDENT'S PARTICIPATION IN MUAY THAI TRAINING OR OTHER PHYSICAL TRAINING IS VOLUNTARY AND INVOLVES A WIDE VARIETY OF RISKS. THIS IS A "HANDS ON" PROGRAM WHERE OTHER MEMBERS OF THE CLASS AND STUDENT WILL BE SIMULATING ATTACKS ON EACH OTHER AND EXECUTING DEFENSIVE MOVES TO SIMULATE SELF-DEFENSE. [REDACTED] (Initials)**
  
- **IN ORDER TO PROPERLY TEACH AND INSTRUCT THE ABOVE-REFERENCED PROGRAM IT MAY BE NECESSARY FOR PARTICIPANTS AND INSTRUCTORS TO PHYSICALLY ENGAGE EACH OTHER, INCLUDING BUT NOT LIMITED TO PHYSICAL CONTACT. IF, FOR ANY REASON, STUDENT FINDS THIS CONTACT TO BE UNWELCOME, UNCOMFORTABLE, OR INTRUSIVE, PLEASE NOTIFY INSTRUCTOR IMMEDIATELY. [REDACTED] (Initials)**
  
- **STUDENT SHOULD CONSULT A PHYSICIAN BEFORE BEGINNING THIS OR ANY OTHER EXERCISE PROGRAM. THE ACTIVITIES, PHYSICAL OR OTHERWISE, INVOLVED IN THIS PROGRAM MAY BE TOO STRENUOUS FOR SOME AND COULD RESULT IN INJURY. IF STUDENT DEVELOPS ANY PAIN OR ABNORMAL SYMPTOMS DURING, OR RESULTING FROM, THE ABOVE-REFERENCED PROGRAM, STUDENT SHOULD CONSULT HIS PHYSICIAN. INSTRUCTOR'S INSTRUCTION AND ADVICE IS IN NO WAY INTENDED AS A SUBSTITUTE FOR MEDICAL COUNSELING. [REDACTED] (Initials)**



# CREDIT CARD AUTHORIZATION FORM

CUSTOMER SUPPLIES THE FOLLOWING CREDIT CARD INFORMATION SPECIFICALLY ACCEPTING THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT AND AUTHORIZING THE ACADEMY TO USE THE CREDIT CARD INFORMATION FOR THE PURPOSE OF SECURING THE AGREED PAYMENT OPTION (NOTED ON PAGE 2 OF THE STUDENT MEMBERSHIP AGREEMENT) FOR STUDENT(S) PARTICIPATING IN REVOLUTION COMBAT ACADEMY'S MUAY THAI PROGRAM.

**CARD TYPE (CIRCLE):** MASTERCARD    VISA    DISCOVER    AMEX

**CARDHOLDER NAME:** \_\_\_\_\_

**CARD #:** \_\_\_\_\_

**CVV:** \_\_\_\_\_ **EXPIRATION:** \_\_\_\_\_ / \_\_\_\_\_

**CARD HOLDER SIGNATURE:** \_\_\_\_\_

BY SIGNING BELOW, CUSTOMER AUTHORIZES THE ACADEMY TO PROCESS AUTOMATIC PAYMENTS ON THE 1<sup>ST</sup> OF THE MONTH PER PAYMENT OPTION SELECTED ON PAGE 2 OF THE STUDENT MEMBERSHIP AGREEMENT.

**APPROVAL SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_