



www.worldtangsoodo.com

High Desert Martial Arts Academy
Cardiofit sports Clubs Inc
14370 Valley Center Dr
Victorville CA 92392
(909) 917-3566 (760)-953-8314
instructor@karatekick.org



Membership Application - Release/Waiver of Liability & Indemnity Agreement

Print all information legibly. Both parents (or legal guardians) print and sign your name

Name: _____ Age ____ D.O.B _____ M / F Rate _____
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Name: _____ Age ____ D.O.B _____ M / F Rate _____
Name: _____ Age ____ D.O.B _____ M / F Rate _____
Signature (Mother of minor) _____ Date _____
Signature (Father of minor) _____ Date _____
I/WE HAVE READ THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION. I/WE FULLY UNDERSTAND ITS TERMS, AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I/WE INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Address (physical and mailing)
Phone Numbers: Home/ Cell/ Emergency /Work/ email address
Persons authorized to pick your child (provide code word)

Health Insurance Policy Primary Physician/ phone
Please list any restrictions, medical conditions, past injuries that may effect training :

How did you hear about High Desert Martial Arts Academy ?
What are your interests in enrolling in HDMAA?
List prior training (in any sport)
Enrollment Fee \$25.00. Monthly tuition due the 1st of every training month \$ (primary to initial)
Instructor signature/ date of student acceptance

Comments:
Note if any applicant has a felony conviction - Adults assisting in children's classes are subject to a law enforcement check

Read carefully before signing, this is intended to be a legally binding agreement between parties involved. In consideration of being permitted to participate in any way in the Martial Arts Program at *High Desert Martial Arts Academy* (HDMAA) and or being permitted to enter for any purpose any training area, the participant, observers, parent(s)/legal guardian(s) of the minor participant named below agree: Membership is subject to approval and review by HDMAA.

Student(s) warrants, represents and agrees that (s)he is in good physical condition and that (s)he has no disability, impairment or ailment preventing him/her from engaging in active or passive exercise that will be detrimental to his/her health, safety, comfort or physical condition.

Nature of membership and use of facilities. Membership confers solely the right to use and enjoy the facilities of High Desert Martial Arts in accordance with HDMAA/CFSC : rules and regulations, and as they may change from time to time. Membership does not confer an interest in the property or assets of CFSC/HDMMA/WTSDA or assets of or any right to participate in the management or operations financially or otherwise. I further agree that any pictures taken of or by me in connection with HDMAA can be used by the World Tang Soo Do Association, CardioFit Sports Club and HDMAA for publicity or promotion without compensation at this time or any other time.

Attendance to classes is mandatory for promotion. A minimum of 24 classes is required between each rank. The instructors are the sole judge on students ability to qualify for promotion. Proper attire (uniforms) are required. Students are prohibited from using any martial arts techniques unless it reasonably necessary to defend oneself against to apparent threat of violence. Students may not demonstrate nor instruct non-members in any martial arts techniques. Actions that reflect negatively upon the Academy and its instructors may result in demotion in rank or termination of membership. If the student becomes inactive for a period of 60 days, tuition will be recalculated based on the rate schedule in effect. If a student is inactive for 12 months, student will be charged for the Enrollment fee upon reenrollment. Passwords on the website may not be given to any other persons. Students (children) are to be picked up immediately after their class has finished training. HDMAA members may not use Cardiofit equipment unless they have a valid membership with Cardiofit.

HDMAA does not discriminate against any persons due to age, gender, race, religious beliefs, sexual orientation or physical abilities. Nor do we allow our students to display inappropriate actions based on prejudice or callous disregard for another students physical safety. To do so will result in immediate dismissal from the Academy and the WTSDA.

Dues and charges; A member shall pay dues and charges pursuant to rates listed on the front, under which the amount of monthly tuition will be due the first of every month for payment regardless of an invoice received or not. A late fee of ten dollars (\$10) will be assessed against any member failing to make payment of all amounts due by the tenth (10) of the month. A twenty-five dollar (\$25) fee will be charges for returned checks or debit problems such as insufficient funds.

The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below martial arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials 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 avoid the unsafe area and REFUSE TO PARTICIPATE further.

I / we fully (participant, parents, observers, guardians, caregivers) understand and acknowledge that: 1) There are risks and dangers associated with participation in martial arts events and activities, which could result in bodily injury partial and/or total disability, paralysis and death. 2). The social and economic losses and/or damages, which could result from these risks and dangers describe above, could be severe. 3) These risks and dangers may be caused by the action, inaction, or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releases named below. 4) There may be other risks not known to us or are not reasonably foreseeable at this time.

I/We hereby release, waive, discharge and covenant not to sue the martial arts facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as releasee from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to in for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the whole or in part by the negligence of the releasee or otherwise.

I/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 Releases named throughout. I/We further agree to release from liability and claims all drivers, facilitators and insurance carriers involved in the transportation (public and private) to and from activities arranged or relating to HDMAA, and the World Tang Soo Do Association.

I/We hereby acknowledge that the activities of the events are very dangerous and involve the risk of serious injury and/or death 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 releasee. I also agree to hold harmless any persons delivering aid in the event of a injury

On behalf of the participant and individually, the undersigned partners and/or legal guardians for the minor participant execute this Waiver and Release. If, despite the release, the participant makes a claim against any of the releasee, the parents and/or legal guardians will reimburse the releasee for any money that they have paid to the participant, or on his behalf, including legal defense fees, and hold them harmless. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. Initial below