

**REGISTRATION TYPE:**

New Member    
  **GUEST**    
  Renewal    
  Replacement

**I. PARTICIPANT 1 (PRIMARY) INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS (FOR ELECTRONIC SALES RECEIPTS)				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 1 INFORMATION – For completion by Authorized Business Representative</b>				
1. TYPE	2. TERM	3. PRICE / MO	NOTE	
		\$		

**II. PARTICIPANT 2 INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
<input type="checkbox"/> Check here if contact information is same as Primary (Section I)				
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 2 INFORMATION – For completion by Authorized Business Representative</b>				
4. DESCRIPTION	5. TERM	6. PRICE / MO	NOTE	
		\$		

**III. PARTICIPANT 3 INFORMATION**

FIRST NAME	INITIAL	LAST NAME		DOB (MM/DD/YYYY)*
<input type="checkbox"/> Check here if contact information is same as Primary (Section I)				
MOBILE PHONE	SECONDARY PHONE		STATE	ZIP CODE
STREET ADDRESS			CITY	
EMAIL ADDRESS				
CURRENT EXPERIENCE LEVEL (BELT COLOR / STRIPES, IF APPLICABLE)				
<b>PROGRAM 3 INFORMATION – For completion by Authorized Business Representative</b>				
7. DESCRIPTION	8. TERM	9. PRICE / MO	NOTE	
		\$		

**\*IV. PARENT AND/OR LEGAL GUARDIAN INFORMATION - For any participant(s) under 18 years of age**

FIRST NAME	LAST NAME	RELATIONSHIP TO MINOR(S)
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**V. EMERGENCY CONTACT INFORMATION**

PRIMARY CONTACT NAME	PRIMARY CONTACT PHONE	RELATIONSHIP TO PARTICIPANT(S)
SECONDARY CONTACT NAME	SECONDARY CONTACT PHONE	RELATIONSHIP TO PARTICIPANT(S)

**VI. BILLING INFORMATION**

Submitted form of payment will be automatically billed according to agreed Payment Frequency (#19) for amount described under Recurring Payment Amount (#20) to cover Program Total (#18). Initial or full payment is due prior to first class or event participation.

ACCOUNT OR CARD HOLDER'S FIRST NAME	ACCOUNT OR CARD HOLDER'S LAST NAME	BILLING ZIP CODE
<b>COMPLETE THIS SECTION FOR ACH TRANSFER ( DIRECT WITHDRAWAL) – ATTACH VOID CHECK IF PREFERRED</b>		
ACCOUNT NUMBER	ROUTING NUMBER	ACCOUNT HOLDER'S PHONE
<b>COMPLETE THIS SECTION FOR CREDIT CARD PAYMENTS – THESE CHARGES SUBJECT TO ADDITIONAL CONVENIENCE FEE</b>		
CREDIT CARD NUMBER	EXP. DATE /	BILLING STREET ADDRESS & ZIP CODE (IF DIFFERENT THAN PRIMARY)

**VII. PAYMENT INFORMATION – For completion by Authorized Business Representative**

PROGRAM 1 MONTHLY PRICE (#3)	10. \$	14. INITIAL TERM START DATE	15. INITIAL TERM EXPIRATION DATE
PROGRAM 2 MONTHLY PRICE (#6)	11. \$	16. PAYMENT RECURRENCE <input type="checkbox"/> Monthly, One Quarter (3) <input type="checkbox"/> Monthly, One Year (12) <input type="checkbox"/> One-Time (1)	
PROGRAM 3 MONTHLY PRICE (#9)	12. \$	17. ONE-TIME PAYMENT TOTAL (if applicable; #13 x 12)	\$
TOTAL MONTHLY PRICE (Sum #10, #11, #12)	13. \$	NOTES	

**VIII. BILLING AGREEMENT**

This Bill Agreement and Liability waiver (the "Agreement") is between Aegis Jiu Jitsu, LLC, including any and all affiliates and related entities thereto (referred to collectively as the "Business"), and all individual participants listed above in Section I, or the parent, legal guardian, or responsible party of any minor participant (referred to collectively as the "Participant").

**IX. PARTICIPANT'S RIGHT TO CANCEL**

If you wish to cancel this Agreement, you may do so via written notice to the Business. See Terms & Conditions (Page 3) for circumstances that may warrant cancellation of Agreement. All cancellation requests that do not fall under the specified circumstances will be denied, and Participant's bank will be charged as described above (#16 & #17) for the duration of the Agreement period (#14 & #15) and its subsequent renewal(s).

I have read and understood this entire Agreement and I agree to comply with all the provisions, terms and conditions set forth on both sides of this Agreement, including but not limited to payment of the total Program Price for the entirety of the agreed-to term (the "Recurrence") as specified under Section VII, and, if applicable, for any Term renewals or extensions thereto. I further agree that once signed, this Agreement is a legally binding and enforceable obligation. I acknowledge I have received a copy of this Agreement.

<input type="checkbox"/> CHECK IF SIGNING AS PARENT AND/OR LEGAL GUARDIAN OF MINOR PARTICIPANT		
PARTICIPANT NAME	PARTICIPANT SIGNATURE	DATE
RECEIVED BY: AEGIS JIU JITSU (MARTIAL ARTS SCHOOL):		
REGISTRAR NAME	REGISTRAR SIGNATURE	DATE

## VII. Terms & Conditions

- A. **MEMBER FITNESS:** By signing this agreement, the Participant represents, warrants and ensures that (s)he has had an opportunity to observe the programs and classes offered by the Business as identified in Sections I, II and III (the “Program”) and warrants that (s)he has been deemed physically and mentally capable to participate in the Program, including any additional similar offerings, seminars, or classes in which Participant chooses to partake, by a qualified and licensed physician.
  
- B. **LIABILITY WAIVER & RELEASE:** The Participant understands and agrees that the use of the Business’ facilities and the Participant’s presence at these facilities are at the sole risk of the Participant. In full knowledge and complete assumption of all of the risks, Participant, for his/herself and on behalf of the Participant’s spouse, domestic partner, children, parents, grandparents, stepparents, step-children, and, if the Participant is an entity, such entity’s officers, directors, employees, service providers and subsidiaries, and in any case, whether an individual or an entity, each of the foregoing’s estate, heirs, assigns, executors, administrators and affiliates (the Participant collectively with the foregoing, the “Releasing Parties”) hereby irrevocably agrees that the Releasing Parties will not sue or claim against the Business or any of its parents, subsidiary entities, affiliates, sponsors, successors and assigns and each other person or entity who attends, participates in or provides services in connection with the Program and the respective directors, officers, members, managers, employees, agents, service providers, sponsors, business partners, contractors, partners, equity holders and representatives, in their individual, personal and representative capacities for each of the foregoing entities, and each of the foregoing’s estate, heirs, assigns, executors, administrators and affiliates (the “Released Parties”) for any injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party’s property or the Releasing Party’s death or disability resulting or arising out of or in any way related to the Participant’s participation in the Program. In consideration for the opportunity to participate in the Program, and with full knowledge and complete assumption of any and all risks, the Releasing Parties hereby forever voluntarily release, discharge, waive and relinquish any and all past, present and future claims and causes of action, specifically including, but not limited to, any claims based on negligence, that they may have against the Released Parties, as a result of any injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party’s property, or the Releasing Party’s death or disability resulting or arising out of or in connection with Participant’s preparation and/or attendance at the Program and/or any other events or activities associated therewith.
  
- C. **CLASSES:** Scheduling and content of Classes and Programs, furnishing of the Facilities, and provision of instructors to teach and supervise Classes and practice sessions are at the sole and absolute discretion of the Business and may be changed at any time by the Business. The Participant acknowledges that (s)he understands and agrees that additional fees, such as Seminar fees, may not be included in the price of this agreement. Participant understands and agrees that attendance and participation in classes is not a guarantee or promise of advancement within the Program.
  
- D. **SIGNATORIES:** Any person(s) signing this Agreement, whether as a Participant or otherwise, shall be jointly, severally and individually liable to the Business for the full contract price as if such person signed as the Participant. All persons signing this Agreement assume responsibility for all costs of collection, including but not limited to collection agency fees, court costs, attorney’s fees, and late charged that may be incurred in the event of a default.
  
- E. **FAIR USE:** Any person(s) signing this Agreement authorizes the use of: a disclosed e-mail address for billing and marketing purposes and acknowledges that e-mail text may include financial information pertaining to the Agreement; a disclosed cell phone or telephone number for voice calls and text messages regarding billing related issues including, but not limited to, expiring billing information or overdue account balances; photographs, videotapes, artwork or other likenesses of the Participant for marketing, trade, publishing, or any other lawful purpose.
  
- F. **UNAVAILABILITY:** If the Business’ facilities are unavailable for use for a period in excess of 30 consecutive days, the Participant’s program will be extended for a period of time equal to the time of unavailability; however, no refund or credit will be due to the Participant.
  
- G. **SHORT-TERM DISABILITY:** If the Participant becomes disabled for a period of less than six consecutive months, the Participant may extend the term of the Agreement, at no additional cost, by written notice to the Business, accompanied by a physician’s verification, for a period of time equal to the duration of the Participant’s short-term disability (the “Disability Period”), which precludes the Participant from using the Business’ facilities for the Disability Period.
  
- H. **RENEWAL:** Upon the Initial Term Expiration Date (#15), the Participant’s membership will auto-renew under the exact terms of this Agreement, unless the Participant provides written request to the Business *in advance of the Expiration Date* directing otherwise. Any charges resulting from the Participant’s late request are not guaranteed for a refund.

INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

- I. **CANCELLATION:** Upon written notice to the Business, the Participant may cancel this Agreement if: (i) the Business’ facilities are unavailable for more than 90 consecutive days; (ii) the Participant dies or becomes permanently disabled, defined as a physician-verified disability which precludes the Participant from using the Business’ facilities for a period in excess of six consecutive months; (iii) the Participant moves more than 60 miles from Business’ current location, as verified by proof of address change. The Participant will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. **If the Participant cancels during the Term for any reason not outlined above, the Participant will remain responsible for paying the remaining due under the instant Term under the Agreement. Until the Participant provides written notice of cancellation as stated above and makes all outstanding payments, the Business will continue to be owed the Program Price.**
- J. **NON-PAYMENT:** The Participant is responsible for covering any fees (e.g., returned check fees) incurred by the Business due to Participant’s non-payment. If Participant’s regularly-scheduled monthly payment is declined, returned, or otherwise unpaid on three (3) occasions (consecutive or non) during the duration of the contract, membership will automatically be terminated. Participant is responsible for balance due on any membership, excluding allowable early termination causes specified under Section I. **Failure to pay any outstanding balance will result in Participant’s submission to a collections agency.**
- K. **DEBT COLLECTION:** The Participant acknowledges and agrees that the Business may appoint any person as its agent (“Debt Collection Agent”) to collect any amount due by the Participant to the Business under the Agreement and the Participant shall be responsible for all costs and expenses which may be incurred by the Business for that purpose on each occasion. Further, the Business shall have, and the Participant admits and agrees that the Business does have the right to disclose to debt collection agency any of the Participant’s personal data for that purpose on any occasion.
- L. **COMPLIANCE WITH LAWS:** This Agreement shall be governed by the laws of the Commonwealth of Virginia. All rights and obligations of the parties under this Agreement are subject to all applicable federal, state and local laws and regulations. To the extent that the terms and conditions of this Agreement conflict with any applicable statute, rule, or regulation in effect at the time of the execution of this Agreement, the Agreement shall be deemed revised to conform with such, and the Business and Member shall be bound by the modified Agreement. This Agreement supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. **The Business’ waiver of any breach shall not constitute a waiver of any subsequent breach of this agreement.**
- M. **ACCEPTANCE OF MEMBER:** By signing this Agreement, Participant agrees to fully and completely comply with all terms and conditions hereof and the Business’ rules and regulations. Failure to comply with these rules and regulations, including but not limited to non-payment of scheduled dues, is grounds for immediate suspension or termination of services to the Participant. Suspension or termination shall not entitle the Participant to a refund or credits for any accounts already paid or cancel any unpaid balance due. The failure or inability of Participant to use the facilities, classes or services of the Business for any reason, except as otherwise provided herein, does not relieve or suspend the Participant’s obligation to make all payments required under this Agreement on a timely basis, nor entitle the Participant to a refund or credit. **If the Participant is in default under this Agreement, the entire amount owed hereunder shall become immediately due and payable. Litigation may be initiated to collect all amounts due or the account referred to collection. Business shall be entitled to recover their reasonable attorney’s fees, court costs, and interest on any past due amount at the rate of 1.5% per month and a collection fee equal to 20% as a collection fee and not a penalty, to collect any past due amounts of cure any breach.** Participant understands and agrees that full payment of tuition is not a guarantee or promise of advancement within the Program.

INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

### VIII. Review and Waiver of Liability and Indemnity Agreement

READ CAREFULLY BEFORE SIGNING

In consideration of being permitted to participate in any way in the martial arts program offered by Aegis Jiu Jitsu, LLC (the “Aegis Program”) indicated below, and/or being permitted to enter [for any purpose] any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the participant and/or parent(s) and/or legal guardian(s) of the below-named minor (“ward”) (collectively hereinafter, the “Undersigned”) agree to the following terms within this Review and Waiver of Liability and Indemnity Agreement (the “Release”):

1. Prior to participating in the Aegis Program or related event, the Undersigned shall inspect the facilities and equipment to be used, advise Aegis Jiu Jitsu, LLC of any allegedly unsafe condition(s), and refuse to participate. The Undersigned understands that if, at any time thereafter, the Undersigned or its physician(s), counsel, or representatives deem anything to be unsafe involving the Aegis Program, the Undersigned shall immediately take all precautions to avoid the unsafe area or activity and REFUSE TO PARTICIPATE further.
2. The Undersigned accepts and assumes 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 Aegis Jiu Jitsu, LLC, including its: parents, subsidiaries, affiliates, sponsors, successors and assigns and each other person or entity who attends, participates in or provides services in connection with the Aegis Program and the respective directors, officers, members, managers, employees, agents, service providers, sponsors, business partners, contractors, partners, equity holders and representatives, in their individual, personal and representative capacities for each of the foregoing entities, and each of the foregoing’s estate, heirs, assigns, executors, administrators and affiliates (all herein referred to as the “Releasees”)
3. The Undersigned hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Releasees regarding all liability to the Undersigned, its personal representatives, assigns, executors, heirs, and next-of-kin 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 death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the Releasees, both known and unknown, or otherwise.
4. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE AEGIS PROGRAM AND RELATED EVENT(S) ARE INHERENTLY VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES THAT ANY INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. 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 Commonwealth of Virginia, or any other Province or State in which a related 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.
6. If, despite this Release, an individual or entity makes a claim against any of the Releasees on behalf of the participant, the Undersigned will defend, indemnify, and hold the Releasees harmless from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorneys’ fees, costs and expenses to defend such claims or causes of action. However, this provision shall not waive or limit the Undersigned or any participant’s rights to benefits under any group health insurance plan, disability plan or other employee benefit plan for which I they be entitled.

I, THE UNDERSIGNED, HAVE READ THIS REVIEW AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND WARRANT THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I 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, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

<input type="checkbox"/> CHECK IF SIGNING AS PARENT AND/OR LEGAL GUARDIAN OF MINOR PARTICIPANT		
PARTICIPANT NAME	PARTICIPANT SIGNATURE	DATE
RECEIVED BY: AEGIS JIU JITSU (MARTIAL ARTS SCHOOL):		
REGISTRAR NAME	REGISTRAR SIGNATURE	DATE