



Membership Agreement

1577 General Booth Blvd, Suite 104, VA Beach, VA 23454

Name: _____ DOB: _____ Age: _____

Address: _____ City/State: _____ Zip: _____

Phone: _____ Email: _____

* If member is under 18, Parent/Guardian section (below) must be completed

In consideration of _____ (printed minor's name) ("Minor") being permitted by _____ (print guardian's name) to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless East Side Muay Thai, Jose Aguirre, and Kimberly Higgins, from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

X _____ (sign parent/guardian)

SPECIAL CIRCUMSTANCES

Tuition discounts given for the following (Please check what applies):

___ Military

___ Law Enforcement

___ Fire Fighter

___ EMS/First Responder

___ College Student

___ Family Sign Up

How did you hear about us? _____

Do you have any preexisting medical conditions? _____

If needed, have you been cleared by a medical doctor to participate in physical activity? _____

Occupation: _____

Emergency Contact

Name: _____ Phone: _____ Relationship: _____

TUITION AND PAYMENT DETAILS

On time monthly tuition payment qualifies you for unlimited classes during the week. Tuition will be collected 1 month from sign up date on the 1st, 5th, 10th, 15th, 20th, or 25th.

Program Length (Select One)

___ 12 Month \$118.99/month

___ 6 Month \$138.99/month

Notes: _____

East Side Muay Thai, LLC agrees to provide access to the facility for a total price of \$_____ **per month**, for a term of _____ **months**.

The undersigned agrees to pay the First Month Payment, for a **total of \$_____ due TODAY**. The remaining balance will be divided into _____ **payments**, which will be processed on the _____ of each month.

The next bill date will be _____.

The undersigned authorizes East Side Muay Thai and its agents to charge/debit the payment/card listed below. The undersigned will also agree to keep a valid form of payment on file with East Side Muay Thai, to be automatically processed on each subsequent bill date.

Payment Information

Credit Card: Visa / Mastercard / American Express / Discover Name on card: _____

Card Number: _____ Expiration Date: ____ / ____ Code on Back: _____

Billing Address (if different from above): _____

For E-Check: Bank Name: _____ Account #: _____ Routing #: _____

Driver's License: _____ State Issued: _____

Approved By: _____

Member: _____

Date : _____

Parent/Guardian: _____

Key tag ID: _____

ADDITIONAL TRAINING AGREEMENT TERMS & AGREEMENTS

1. East Side Muay Thai LLC will be referred to as ESMT throughout this document.
2. Failure to attend class does not signify or imply notification to cancel this agreement.
3. Student's failure to continue lessons during the notification or program period does not relieve the obligation to pay the remaining tuition balance in full.
4. Student's failure to attend scheduled classes relieves the obligation of ESMT to provide lessons after the program date.
5. Undersigned assumes all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges including interest that may be incurred for default payment.
6. ESMT owners/managers/instructors may make any modifications in the class schedule as deemed necessary. Such modification does not relieve the undersigned of their payment obligations under any circumstances.
7. ESMT owners/managers/instructors may close the facility on national holidays, for the purpose of special events, due to inclement weather, and a period not exceeding three weeks per year for necessary maintenance and other purposes without affecting scheduled tuition payments.
8. ESMT owners/manager/instructors and those acting under its authority reserve the right to use photographs, video, artwork, or other likenesses of the students for marketing, trade, publishing, or any other lawful purpose.
9. In consideration of the martial arts training obtained, student agrees not to engage in martial arts teaching practices within a thirty-mile radius of the facility, or any other school associated with the facility's owners, for a period of 2 years following dissociation with the school, without written permission.
10. Membership is non-cancelable and non-transferable except as stated herein.
11. Undersigned authorizes the use of a disclosed email address for billing purposes and acknowledges that email text include financial information pertaining to the membership.
12. \$30 late charge will be assessed for any payments five days past due and \$30 on all declined credit card or returned checks.
13. The undersigned will provide a Payment Credit/Debit card to keep on file and to be automatically processed on the bill date (tuition collection date). Should the undersigned need to change the Credit/Debit card on file, they must do so at least two full business days prior to the bill date. The new card will be set to automatically process future payments.
14. If the undersigned wants to pay via cash to avoid automatic processing via the Credit/Debit card on file, (s)he must provide payment in cash to either Jose Aguirre or Kimberly Higgins at least two business days prior to the automatic payment date.
15. Any modifications to the agreement require 30-days written notice to process; the student's account must be in good standing and any draft(s) or payments due during this 30-day period must be processed and collected in order for the agreement to be modified.
16. Any provisions of this agreement found to be invalid, void, or illegal shall in no way affects, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and affect.

NOTICE OF CONSUMER RIGHTS

1. The consumer may cancel this contract without penalty or further obligation within three (3) days after the receipt of this contract, which entitles the consumer to a full refund of tuition fees. Cancellation must be in writing, and delivered in person or by certified or registered mail to East Side Muay Thai 1577 General Booth Blvd, Suite 104, Virginia Beach, VA 23454.
2. If a consumer becomes disabled for at least three (3) months during the membership terms, **and** that disability is confirmed in writing by a physician, the consumer has a right to an extension of the contract. Any refund due to you shall be paid within 30 days of the effective date of cancellation.
3. The consumer may cancel this contract if this club goes out of business or relocates and fails to provide comparable alternate facilities within five driving miles of the location designated in this contract.

TERMS & CONDITIONS SET FORTH BY EAST SIDE MUAY THAI

1. A consumer who decides to cancel their membership after the 3 Day no-penalty period, will have the right to “buy out” the remainder of the contract for \$199 or 50% of the remaining tuition balance and relinquish any further obligation to ESMT.
2. If a consumer relocates to an area located further than 40 miles from ESMT, the consumer has the right to cancel the contract but will be responsible for paying all fees as proposed by the contract until and unless ESMT is given a properly delivered NOTICE OF CANCELLATION and PROOF OF RELOCATION in writing. PROOF OF RELOCATION includes: An Official Change of Address issued by the United States Postal Service; a utility bill including your name and new address; a copy of your Deployment/Relocation Orders, include the date and location of relocation/deployment; a copy of a signed lease agreement.
3. All notice(s) of Cancellations/Physicians Notice(s)/Proof of Relocation Notice(s) must be in writing and mailed to 1577 General Booth Blvd, Suite 104, Virginia Beach, VA 23454, or can be brought in person. The consumer is responsible for paying all contractually obligated fees unless and until notice(s) of Cancellations/Physician Notice(s)/Proof of Relocation Notice(s) is properly received and processed by ESMT. It is the responsibility of the member to confirm that ESMT did receive and process any correspondence.
4. If consumer elects to personally deliver either notice(s) of Cancellations, Physician Notice(s), or Proof of Relocation Notice(s), NOTICE will be signed by both the consumer and an ESMT representative, and two copies of the NOTICE will be kept, one by each party, to verify the NOTICE was properly executed/delivered. Any NOTICE hand-delivered but without dual signatures will be considered invalid and non-executed. It is the responsibility of the consumer/member to ensure that the NOTICE is properly signed and delivered.

The consumer will be responsible for any fees incurred by the collection of any unpaid fees or outstanding balances including but not limited to fees charged by 3rd party collection agencies and legal fees incurred in filing civil actions.

CONSUMER NOTIFICATION

Rainmaker Membership Systems / PAYSIMPLE is an authorized agent to bill and collect member tuition on behalf of ESMT. Rainmaker / PAYSIMPLE is a billing company and not a collection agency. However, Rainmaker / PAYSIMPLE may refer an account to a collection agency or attorney’s office for debt collection and/or credit reporting.

Please Note: East Side Muay Thai reserves the right to cancel memberships at any time. If such action is required the member will be notified of such cancellation.

By signing below I acknowledge reading and understanding all of East Side Muay Thai LLC’s terms and conditions. I also hereby authorize East Side Muay Thai to effect payments for monthly tuition, approved membership charges, and any incurred fees for the duration of my membership through auto collection. I acknowledge that I fully understand my rights as stated above.

Print Name: _____ Date: _____

Signature: _____

Student Waiver, Participant Agreement, Release, and Acknowledgement of Risk

In consideration in the risks and services of East Side Muay Thai LLC, Jose Aguirre, Kimberly Higgins, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities who act in any capacity on their behalf (hereinafter collectively referred to as "East Side Muay Thai"), I hereby agree to release and discharge East Side Muay Thai, Jose Aguirre, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follow:

1. I acknowledge that the study and training of Muay Thai Boxing, Kickboxing, and all other Martial Arts entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: intense, stressful, and strenuous exercises and body contact. I expressly consent to confront these known and unknown dangers and further agree, understand, and recognize that these risks may result in serious injury or illness including but not limited to: bruises, bloody noses, blood borne and airborne pathogens, broken bones, heart attacks, or other cardiovascular diseases, or other serious injury resulting in death and/ or property damage. Furthermore, I agree, understand, and recognize that East Side Muay Thai instructors have difficult jobs to perform. The instructors seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instruction, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless East Side Muay Thai from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of East Side Muay Thai equipment or facilities, including any such claims which allege negligent acts or omissions of East Side Muay Thai, Jose Aguirre, or Kimberly Higgins.
4. Should East Side Muay Thai, Jose Aguirre, Kimberly Higgins, or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against East Side Muay Thai, Jose Aguirre or Kimberly Higgins, I agree to do so solely in the state of Virginia, and further agree that the substantive law of that state shall apply in that action without regard to conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against East Side Muay Thai, Jose Aguirre, or Kimberly Higgins, on the basis of any claim from which I have released them herein.

By signing below, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____ Today's Date: _____

Signature: _____

