

# Woo Kickboxing Academy

Woo Kickboxing Academy invites you to come in and try a **FREE** class in any of our programs.

It's really simple. Decide which class you want to attend, wear comfortable clothes, fill out the two forms, print them off and bring them with you to your trial class. Show up 10 min. before your class begins to get situated. We can lend you gloves or a gi if you don't have one.

We look forward to meeting you soon!

Sincerely,

Roger & Barbara Woo

*\*If you are under the age of 18, please have your parent/guardian also sign the two forms.*

# Woo Kickboxing Academy

ALL ABOUT YOU!!	NAME: _____
	ADDRESS: _____
	CITY: _____ STATE: _____ ZIP: _____ BIRTHDATE: _____
	EMAIL: _____ PHONE: _____

HOW DID YOU HEAR ABOUT US?	<input type="checkbox"/> Friend <input type="checkbox"/> Internet <input type="checkbox"/> Newspaper/Advertisement <input type="checkbox"/> Saw our location <input type="checkbox"/> Other _____
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EMERGENCY CONTACT	NAME: _____
	PHONE: _____ RELATIONSHIP: _____

WHAT PROGRAMS INTEREST YOU?	<input type="checkbox"/> Adult Kickboxing <input type="checkbox"/> Mites Division Kickboxing <input type="checkbox"/> Jr. Division Kickboxing <input type="checkbox"/> Teen Div. MMA <input type="checkbox"/> Brazilian Jiu Jitsu <input type="checkbox"/> Body Sculpting <input type="checkbox"/> Barre Fitness <input type="checkbox"/> Private Sessions
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DESCRIBE ANY AILMENTS THAT MAY HINDER YOU FROM THIS ACTIVITY.	_____ _____
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**The undersigned hereby releases and discharges Woo Kickboxing Academy, LLC all the instructors, employees, personnel, and their affiliates from any and all personal liability and responsibility for any personal injuries, death or damages to themselves or personal property heretofore or hereafter suffered by the undersigned as a result of or in connection with the undersigned's participation in the physical exercise program being conducted on the premises of Woo Kickboxing Academy, LLC, 4 Orchard View Drive, Unit #106&107 Londonderry, NH 03053.**

**By signing this agreement you fully understand the aforementioned cannot be held responsible or sued in any way for any injuries, lost wages, medical bills, attorney fees and/or lost or stolen personal property. Woo Kickboxing is not responsible for spectators or non-student injuries that may occur on our premises due to horseplay or any other incidents thereof. Parents should be responsible for their children whether they participate or not while on the premises. Woo Kickboxing Academy, LLC. does not provide insurance for participation in any of our programs. We strongly encourage all participants including non-students and guests, to make certain they have proper insurance coverage. You should always check with your doctor before joining any type of exercise program.**

**See reverse for further rights outlined by the Consumer Protection & Antitrust Bureau.**

I have read, understand and agree to the above terms and conditions.

CUSTOMER	DATE	WKA STAFF	DATE
-----Do not write below this line-----			

<b>TUITION</b>	
Tuition payments are due on a monthly basis unless purchasing a punch card or drop in pass. By signing this agreement with Woo Kickboxing Academy, LLC, I agree to pay the following <b>non-transferable</b> tuition. Pricing is subject to change with a 30 day notice.	
MONTHLY TUITION: _____	SIGNATURE: _____
I fully understand that I cannot transfer my tuition to any other party. If I do not make it to any classes during the month that I have paid for, I cannot transfer the paid tuition to any months thereafter.	

**a) Notice to Buyer: Do not sign this contract until you have read all of it. Also, do not sign this contract if it contains any blank spaces.**

**(b) STATE LAW REQUIRES THAT THIS MARTIAL ARTS SCHOOL REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANITITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS MARTIAL ARTS SCHOOL POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMEBERSHIP OR SERVICES IN THE EVENT THIS MARTIAL ARTS SCHOOL CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS MARTIAL ARTS SCHOOL HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS MARTIAL ARTS SCHOOL HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS MARTIAL ARTS SCHOOL FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE MARTIAL ARTS SCHOOL CEASES TO CONDUCT BUSINESS.**

**You may cancel this transaction in writing any time prior to midnight of the third business day after the date of this transaction.**

**358-I:6 Buyer's Rights. –**

I. Every seller of a prepaid health club services contract shall:

(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:

(1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or

(2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.

(b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefor, if the aggregate price of all contracts in force between the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

**Source.** 1983, 438:1. 1987, 397:5, 6, eff. July 25, 1987.

# Woo Kickboxing Academy

## Release 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 indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant or the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. Either the participant or parent(s) and/or legal guardian(s) of the minor participant understand 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.
2. I/We fully understand and acknowledge that:
  - a. 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.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. 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 Releasees named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. 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 Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including its 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 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 alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/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 RELEASEES.
6. 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.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Martial Arts School WOO KICKBOXING ACADEMY LLC 4 Orchard View Dr Londonderry, NH 03053

Student Signature \_\_\_\_\_

Parent or Guardian Signature (if minor) \_\_\_\_\_

DATE

Printed Name of Participant \_\_\_\_\_

Address of Participant \_\_\_\_\_

Received by \_\_\_\_\_

*Registrar Signature*

*Printed Name*