



**WELCOME!**

MEMBER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ SOCIAL MEDIA ID: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

**PRE-SALE MEMBERSHIPS ONLY**

*Please check selected option(s)*



Unlimited Martial Arts 12-Month Contract \$129/month

Unlimited Burn Box 12-Month Contract \$149/month

Unlimited Martial Arts Month-to-Month \$179/month

Unlimited Burn Box 12-Month Prepaid \$130 (PREPAID \$780)

Unlimited Martial Arts 12-Month Prepaid \$99/month (PREPAID \$1,199)

Unlimited Gym Use Month-to-Month \$49/month

**AMOUNT DUE \$** \_\_\_\_\_

**PAYMENT INFORMATION**

PAID BY: CASH  CREDIT CARD  CHECK  Check No: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_ EXP: \_\_\_\_\_ CVV: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_ INTITALS: \_\_\_\_\_

Billing Address: \_\_\_\_\_ (if different) Billing Zip Code: \_\_\_\_\_ (if different)

## MFI GYM MEMBERSHIP SUMMARY

1. Memberships are paid in advance of service on the 1st day of each month.
2. New memberships are prorated for the first of the month. Regular monthly dues apply thereafter with payments made the first day of each month.
3. Membership dues are paid by monthly automatic electronic payment (credit card, debit card, PayPal) Month-to-month memberships are \$50 more per month.
4. Written notice of 30 days must be given to assure cancellation of term memberships.

Initials\_\_\_\_\_

The MFI Gym is a family-friendly environment focused on team-building and fellowship. The owners personally welcome you to the MFI Gym family and look forward to sharing the fun and togetherness of Martial Arts and Fitness with you and our community!

## MFI GYM MEMBERSHIP AGREEMENT

**AGREEMENT:** THIS AGREEMENT IS BETWEEN MFI GYM (DBA MARTIAL ARTS AND FITNESS INSTITUTE, LLC),  
HEREAFTER REFERRED TO AS MFI GYM, AND \_\_\_\_\_ . HEREAFTER  
REFERRED TO AS "MEMBER." THIS AGREEMENT IS ENTERED ON \_\_\_\_\_ (MONTH/DAY/YEAR)

### **1. MEMBERSHIP**

- A. **Term Membership:** Your first month at MFI Gym is prorated, contingent upon when this Agreement is initiated relative to first day of each month, Monthly Dues are only prorated once, upon initial enrollment with MFI Gym. Term membership dues will be automatically debited from member account through the completion of selected contract. Members purchasing pre-sale memberships will be informed within fifteen (15) business days of scheduled gym opening date and Term Membership initiation date
- B. **Month-to-Month Memberships:** Month-to-month members will pay membership dues on a monthly basis. Month-to-month memberships are auto-renewed monthly unless written notice of cancellation is received
- C. **Prepaid Membership:** Advance prepaid memberships are paid in full with a one-time payment at time of membership issuance. Prepaid memberships are non-refundable. Prepaid memberships are transferable at any time

Initials\_\_\_\_\_

### **2. AVAILABILITY OF FACILITY**

- A. **Open Gym:** MFI Gym provides an "Open Gym" facility, Members may use the facility during all hours of operation. Operating hours and current class schedules are listed on our website [www.MFIGYM.com](http://www.MFIGYM.com). MFI Gym reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this agreement
- B. **Availability:** MFI Gym may close its Facility for seminars, certifications, events, promotions, maintenance, selected holidays, and other hours based on municipal requirements. MFI Gym may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen (15) consecutive days (not including Sundays) except acts of nature, MFI Gym will extend your membership with Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason, including acts of nature, then you may elect to cancel this membership effective the following 1st of the month. MFI Gym will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid more than 12 months in advance will the portion corresponding to a term beyond 12 months refunded
- C. **Limited Use:** If you know or should know you have a problem that might prevent you from using MFI Gym (i.e., medical or family emergency, business travel, vacation, etc.) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your

choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-over of monthly dues into subsequent months for any time unspent using the facility in a previous month, See our Freeze Policy for Term Memberships and our Cancellation Policy for other options

Initials\_\_\_\_\_

**3. FREEZE POLICY FOR TERM MEMBERSHIPS**

Members may put their membership on hold in one calendar month increments for up to three (3) month per year. Notice of freeze request must be given to MFI Gym via e-mail at [bethany@mfigym.com](mailto:bethany@mfigym.com) at least 3 working days **prior to the first day of the month** of be frozen. Members will not be billed during frozen months. Billing will resume automatically upon end of freeze period. The current membership agreement will be extended by the number of months frozen

Initials\_\_\_\_\_

**4. LATE PAYMENT / DECLINED CREDIT CARD FEES**

A \$15 late payment will be due and payable for payments received past the 5th of the month. A returned check or declined credit card/debit card will result in a **fee of \$25**. Membership fees must be paid on or before the first day of the month. Members who are not current will not be allowed to participate in classes after the 5th day of the month

Initials\_\_\_\_\_

**5. CANCELLATION OF MEMBERSHIP BY MEMBER**

A member may cancel his/her membership at any time with at least 30 days written notice. Written notice must be sent to [bethany@mfigym.com](mailto:bethany@mfigym.com). Please note that partial months are not permitted. If a member cancels on or after the 2nd of any month, then a payment will still be due the following month on the 1st. There are no refunds for membership fees, and MFI Gym will not prorate cancelled memberships. Twelve and six month memberships that have been paid in advance are transferrable to any person of the member's choosing

Initials\_\_\_\_\_

**6. LOST ARTICLES**

MFI Gym assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away

**7. SMOKING, ALCOHOL, FOOD AND DRINK**

No smoking is allowed in any part of the facility. Food and drink may be taken into the Facility if it is in a non-breakable, enclosed container. No alcohol or marijuana use is permitted anywhere on the premises.

**8. SUPERVISION OF CHILDREN**

- A. Members must be 14 years of age or older unless supervised by a parent or legal guardian at all times, or enrolled in our Kid's Program
- B. Guests and visitors under the age or 14 must be supervised by a parent or legal guardian at all times
- C. Children between 12 and 14 may participate in MFI Gym adult classes on a case-by-case basis if the parent or legal guardian is present. MFI Gym is sole determiner if a child the ages of 12 to 14 may participate in adult classes. This determination will take into account the following and other factors: level of previous martial arts experience, physical and emotional maturity, physical ability to safely perform exercises and training, ability to follow instructions, and/or a determination that adult classes will allow for greater progress than Kid's Program
- D. Kid's Program - Children enrolled in our Kid's Program will be supervised by MGI Gym staff. Children are to be dropped off no earlier than 10 minutes prior to the scheduled class and picked up no later than 10 minutes after the scheduled class

Parent or Legal Guardian Initials (if applicable)\_\_\_\_\_

**9. RULES AND/OR REGULATIONS**

Members who do not observe MFI Gym rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of MFI Gym's rules or regulations. Not all rules and regulations are listed in this agreement. MFI Gym reserves the right to add, change, or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by MFI Gym.

**10. MISCELLANEOUS**

- A. This agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreement between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
- B. Member has read, and fully agrees to the term of the Agreement and understand and agrees that by signing this Agreement **(which contain a waiver, release and assumption of risks)** Member has given up consideration future legal rights. Member has signed this Agreement freely,

voluntarily, under no duress or threat of duress without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age and mentally competent to enter into this Agreement

C. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect

We hereby agree to all terms of Agreement, intending to be legally bound hereby.

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**MEMBER SIGNATURE**

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**MEMBER PRINTED NAME**

Accepted by MFI Gym (DBA Martial Arts and Fitness Institute, LLC):

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**MFI GYM**



**WARNING, WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK  
AND AGREEMENT TO PARTICIPATE**

**MEMBER NAME:** \_\_\_\_\_

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

**EMERGENCY CONTACT:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**In consideration of being allowed to participate in any way in the classes or sanctioned events of MFI Gym (DBA Martial Arts & Fitness Institute, LLC):**

- I. I recognize and understand that martial arts training is a physical contact activity and that my participation might result in serious injury, including permanent disability or death, and severe social and economic loss.
- II. I recognize and understand that such risk may be due to not only my own actions, but also the action, inaction or negligence of others, the regulations of participation, or the conditions of the premises, or of any of the equipment used.
- III. I recognize that there may be other risks that are not known to me or to others or not reasonably foreseeable at this time.
- IV. I agree to inspect the facilities, equipment and pairings prior to participation. I will immediately inform an instructor if I believe that anything is unsafe or beyond my capability and refuse to participate.
- V. I assume all of the foregoing risks and accept personal responsibility for any damages that may result from injury, permanent disability or death.
- VI. I enter martial arts training and/or competition entirely of my own free will and understand the importance of following the rules of training and competition. I have been given a copy of the rules and regulations of the MFI Gym and agree to abide by the instructions given therein.
- VII. I certify that I am in good physical condition, and have no disease, injury or other condition that would impair my performance or physical and mental well-being during intense training practice and/or competition.
- VIII. I grant permission in case of injury to have a doctor, nurse, athletic training or other emergency medical personnel provide me with medical assistance or treatment for such injury.
- IX. I release, waive, discharge and covenant not to sue MFI Gym, its affiliated organizations and governing bodies, their officers, instructors and personnel, other members of the organizations, participants, supervisors, coaches, sponsoring organizations or their agents, and if applicable, owners and leasers of the premises from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses and damages which may be sustained and suffered on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise

**RISK AGREEMENT**

**ADVISORY OF RIGHTS AND RESPONSIBILITIES:**

- I. Safety is NOT the sole responsibility of instructors and staff. Everyone in class is responsible for their own safety and the safety of those around them.
- II. All students have the right and responsibility to excuse themselves from any exercise they believe will be harmful to them. All students must evaluate each situation in the context of their skill and current physical condition, and conduct each drill in a manner that is safe. If an instructor gives an instruction that is unsafe for the student, it is the student's responsibility to inform the instructor that the activity may be unsafe. The

instructor will routinely excuse the student from unsafe exercises and drills. The instructor may ask for an explanation, and the student is expected to provide one.

- III. All students have the responsibility to train and conduct themselves in a manner that helps all students and instructors remain safe. Students must give those who are training enough room to avoid interfering and avoid being accidentally struck by someone else practicing, which is especially important when others are practicing with weapons.
- IV. In the event of an injury, students have the right and responsibility to evaluate the extent of harm, stopping what they are doing even if it includes a partner, and determining if it is safe to continue. Unless a student is certain that further practice will not create or worsen a problem, all students are encouraged to stop what they are doing and inform the instructor. In the event of a serious injury or the appearance of a serious injury, all students, instructors, staff and visitors notably parents, have the right to call a stop to a particular training exercise.
- V. If a student notes and unsafe training situation, which may include a student performing a skill incorrectly, a student not showing due regard for the safety of others, a defective piece of training equipment, a potentially dangerous obstacle or condition on the floor, or anything else that may cause or lead to harm of the students, instructors, visitors or guests, then the student is expected to correct the situation if it is within his ability or to notify an instructor or staff member immediately. If something is simple to correct, such as removing an obstacle from the floor, the student should correct the situation. If the situation may require the authority of the instructor or staff, or if it is not a simple matter, then the instructor or staff member should be notified immediately.

### **ASSUMPTION OF RESPONSIBILITIES AND RISK**

- I. Martial Arts training is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most students will encounter this sort of minor injury from time to time in their training. More serious injuries are possible, including sprains, strains, twists, cramps, and injuries of similar magnitude, and the student can be expected to encounter these injuries frequently. The possibility of more serious injuries exists, including fractured bones, broken bones, torn ligaments, though not all students encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death, though this is certainly not expected in this martial arts class.
- II. In understand the above statement of risk, and I understand the rights and responsibilities of students. I assume responsibility for my own safety (or the safety of my child), understanding and accepting the risks involved with martial arts training. Even if the instructor has informed me that no serious injuries have ever happened in this school or with any of the instructors, I understand that this does not mean that there is not possibility of harm. By assuming this risk, I completely absolve all instructors, staff, guests, students, landlords, management companies and any and all other parties of liability for my harm, unless intentionally caused in criminal conduct.

### **NOTICE AND CONSENT TO INSTRUCTORS**

- I. This school seeks to make use of highly trained professional instructors, with both expertise and experience both in the art(s) that we teach and in teaching. Classes may be taught by the head instructor or any other qualified instructor. Should an instructor be unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is left to the discretion of the school.
- II. I understand that I may not always have the instructor I desire, but I shall seek to learn from whoever is teaching, to show the respect due to the position of teacher to whomever is teaching, and to conduct myself in accordance with the etiquette established at this school. I understand that I have the responsibility for my own safety without regard to who may be teaching the class I specifically consent to any instructor of the school, instructors or staff feel are sufficiently qualified by standards they set to teach the class. I specifically understand and agree that the full force of this document applies no matter who is teaching.

## **NOTICE OF PHYSICAL CONTACT**

- I. Complete martial arts training involves a wide variety of skills. While practicing these skills, students may have contact with any portion of the body. The groin may be the target of kicks, strikes or grabs. The chest, buttocks, groin or any part of the body may be contacted by any part of the training partner's body during training with martial arts techniques, or incidentally contacted while performing a martial arts technique which targets another portion of the body. When male and female students train together, or when adult and minor students train together, and in any other training combination, the purpose and intent of the school, instructors and staff is to provide an environment for all students to learn and practice martial arts and self-defense. Students are expected to conduct themselves appropriately at all times to ensure the best training results for everyone.
- II. Should any student feel that a training partner is engaging in contact beyond the scope of training, or a training partner is taking undue and unacceptable advantage of training contact, or if a student is made uncomfortable by any training exercise or partner, then that student has the right to withdraw from the exercise or drill. If the contact of a training partner appears inappropriate, the student should inform the instructor privately. If the conduct of the training partner or any training partner appears criminal, then the instructor should be informed and the authorities may be notified either by the student or the instructor, or both.

## **CONSENT TO PHYSICAL CONTACT**

- I. I understand the nature of physical contact in martial arts training, and I understand that I have the right to immediately withdraw from any exercise or drill in which the contact of any party seems beyond the scope of training and makes me uncomfortable. I agree to abide by the school etiquette in all manners pertaining to training, and I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact martial arts training allows.

## **ARBITRATION CLAUSE**

Should any dispute arise between me, my child, or anyone acting on behalf of my child, regarding this school, then I specifically agree that the dispute shall be resolved in binding arbitration. Should a suit be filed in Court, I specifically authorize the Court to order the case to a binding arbitration.

## **SEVERABILITY**

If any clause, sentence, phrase or statement is found unenforceable or invalid by any Court of Law, the remainder of the document shall remain valid enforceable and the invalid clause, sentence, phrase or statement shall be struck from the document.

## **DURABILITY**

This document is effective from the date signed with no expiration. Furthermore, the terms of this document are retroactive to the beginning of training and visiting this school if this document was signed after that date.

## **AUTHORITY TO TREAT**

I give the instructors, staff and responsible adults the power to authorize medical or other treatment of the student named subject to the limitations listed below, if any. If I am not the named student, I am the parent, guardian or responsible adult for the named student and I have legal right to grant this power. Treatment may be made without regard to whether I or any other parent, guardian or responsible person has been contacted or has consented to the specific treatment, provided it does not conflict with the limitations outlined below. This authority begins on the date signed and continues indefinitely. By granting my authorization, I assume responsibilities for all decisions made, provided they are reasonable decisions under the circumstances based on the knowledge and understanding of the person making the decisions, and I trust their judgment and offer the benefit of the doubt to them in any claim or legal proceeding. This presumption may only be overcome by clear and convincing evidence that they acted with malice or willful gross negligence, and if so they may still be liable. I understand that the instructors, senior students, or others may have some skills in first aid, CPR, and at their

discretion, I authorize them to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful.

**INDEMNIFICATION BY PARENTS (APPLICABLE ONLY TO PARENTS ENROLLING A MINOR CHILD)**

I agree not to bring any claim or suit against the school, instructors, staff, guests, students, landlord, or any other parties on behalf of my child for any injury or harm sustained by any event short of a criminal act, and then only the criminal shall be the subject of such a suit. I further agree that I will not cause to be brought, nor encourage a claim or suit. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may be legally required to do so. Finally, I shall indemnify the school, instructors, staff, guests, students, and any and all additional defendants covered by this agreement for all judgments, costs, attorney fees and other expenses incurred as a result of a breach of this agreement.

**SIGNIFICANT MEDICAL INFORMATION OR IMPORTANT CONSIDERATIONS:**

**SPECIFIC MARTIAL ARTS EXPERIENCE AND/OR TRAINING GOALS:**

**BY WAY OF SIGNING MY NAME BELOW I HAVE READ AND UNDERSTAND THE ABOVE WARNING, WAIVER, RELEASE, AND RISK AGREEMENT REQUIRED TO PARTICIPATE AND I STATE THAT I UNDERSTAND THIS DOCUMENTS CONTENTS AND DO HEREBY SIGN IT VOLUNTARILY**

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Member Signature

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MFI Gym (DBA Martial Arts & Fitness Institute, LLC)