



## ENROLLMENT REQUEST

I, \_\_\_\_\_ would like to enroll in the **TETSUNAMI SENSINDO**

Martial Art Program at **IRONWAVE**.

### Notice to Enrollee (Buyer):

- ✓ Buyer must have fully completed agreement forms on file;
- ✓ Buyer certifies that enrollee is in good health;
- ✓ Enrollee should take promotion tests upon the recommendation of the instructor;
- ✓ Fees for testing, seminars, tournaments, etc., are separate fees not included in the terms of the agreement forms;
- ✓ Insurance and federation membership fees (\$50) must be paid once a year for the enrolled student;
- ✓ All paid fees and tuition are non-refundable;
- ✓ The agreement forms comprise the entire agreement pertaining to enrollment.

While enrolled in the **IRONWAVE** martial art program, I agree to take full responsibility for my actions and acknowledge and agree it is imperative that I pay full attention to the instructor and to follow all instructions and rules given in order to avoid any possible accident or injury in or outside the dojo. I also take full responsibility for my property that may be lost, stolen or damaged while at the dojo and agree to the following:

### BASIC RULES OF OUR DOJO

1. Attend regularly and be on time to class.
2. No shoes and no jewelry is to be worn in class on mat.
3. Your body shall be clean and finger/toenails must be kept short.
4. Uniforms must be clean and neat or you will not be allowed to participate in class.
5. After changing into uniform (gi), you may begin warm-up exercises.
6. No chewing gum or food in class.
7. Respect all other students and instructors in class. Any gross disrespect shown by you to students, guests or others at our dojo can/will result in suspension without refund.
8. Absolutely no horseplay and no talking during class.
9. Keep our dojo clean and as neat or better than your own home. Keeping our dojo clean is everyone's duty.
10. During class, practice concentration, observation, focus, balance and control.



## REGISTRATION FORM

**BUYER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP CODE** \_\_\_\_\_

**PHONE (RESIDENCE):** \_\_\_\_\_

**PHONE (BUSINESS)** \_\_\_\_\_

**PHONE (CELL)** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

I, the above-named and the below-signed buyer, hereby register to take, and **IRONWAVE** agrees to teach a course in **TETSUNAMI SENSHINDO** which includes martial arts and various self-defense systems for ☐ 6 months; ☐ 12 months; or ☐ from month to month. This program consists of a minimum of 2 (two) lessons per week beginning \_\_\_\_\_ and continuing through \_\_\_\_\_.

Member's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

### TUITION AND FEES

\$ \_\_\_\_\_ \$25 Registration Fee (One-time; one fee per family)

+ \_\_\_\_\_ \$240 Prepay (3) Three Month's Tuition (\$80 a month thereafter)

+ \_\_\_\_\_ \$50 Annual Insurance and Federation Membership

+ \_\_\_\_\_ # Uniform(s) \_\_\_\_\_

\$ \_\_\_\_\_ **TOTAL DUE TO COMMENCE LESSONS**

\$ \_\_\_\_\_ **TOTAL COST OF ENTIRE PROGRAM PLUS REQUIRED FEES**



## TERMS OF PAYMENT

I acknowledge and agree that:

- ☐ All costs are subject to change. **IRONWAVE** reserves to the right to adjust its schedule of tuition rates and fees; from time to time costs may be affected by but are not restricted to such changes as registrant's rate category, increases in schedule of rates and fees, separate determination of costs not listed on seller's schedule of rates/fees, approved alternate forms of payment, etc.
- ☐ A one-time, non-refundable registration fee (one fee per family registered at the same time) is immediately due.
- ☐ (3) Three month's payment is due immediately to commence lessons.
- ☐ The next month's payment of \$\_\_\_\_\_ for the individual(s) listed above is due on \_\_\_\_\_ and thereafter on the 1<sup>st</sup> of each subsequent calendar month until complete payment of the entire program fee has been paid in full.
- ☐ Payments received after the 10<sup>th</sup> of the month will be charged a \$10.00 non-refundable late fee.
- ☐ A non-fundable \$35.00 fee will be charged for any returned payments and will be due immediately upon occurrence or my membership will be terminated without refund of any tuition payments, security deposit, or any other fees.
- ☐ If monthly payment plus late and/or returned-payment fee is not received by the 20<sup>th</sup> of the month, my membership can be terminated without refund of any tuition payments, security deposit, or any other fees. I will be required to pay a non-refundable \$25 re-registration fee to resume my membership.
- ☐ In the event of default of payment of required fees or in the event of a breach of any of the covenants in this agreement to be performed by me, the balance due under this agreement shall become immediately due and payable.
- ☐ Should I elect to pay more than the current installment due in advance, such advance payment is for future services and I may risk loss of such payment in the event the dojo or this business ceases to operate and **IRONWAVE** is not required to provide me with any security for such payment.
- ☐ Fees for uniforms, other goods and fees required for my testing, insurance, or participation in seminars/tournaments/etc., are separate from tuition.
- ☐ Insurance must be paid for once each year.

I accept under the terms of this agreement that **IRONWAVE** obligates itself to furnish me with competent instruction and suitable facilities for such instruction. A qualified staff trained in the procedures and traditions of martial arts supervises all class sessions. Official belt recognition and certification will be issued to me upon successful completion of the required examination. Instruction will be provided during the scheduled instruction hours of the dojo (subject to change), and I agree to attend the prescribed instructional sessions at the dojo.

I represent that I am physically fit to take the prescribed course of instruction and that I have had the opportunity to observe and participate in the same prior to the signing of this agreement.

I agree to take full responsibility for all my actions and I agree to compliance with the rules and regulations governing the conduct and operation of instruction sessions, students, and observers in order to promote safety and efficiency. **IRONWAVE** reserves the right to amend these rules and conditions, as it deems necessary.



I agree to my faithful compliance with the rules and regulations of the school and the traditions of the martial arts, and to regular class attendance. Failure to attend class in the allocated time invalidates the lesson(s) missed and there will be no refund of the corresponding program tuition.

I agree that during the course of instruction, employees of **IRONWAVE** and/or other students or authorized persons will be engaged in a course of conduct requiring physical contact, and I give full consent to such contact as is required by the training.

I agree that **IRONWAVE** will not be held liable for any injuries, damages, etc., not caused by or resulting from the negligence of owners, operators, agents, or employees of its establishment.

I agree that I am solely responsible for my property and also agree that **IRONWAVE** will not be responsible for any of my property damaged, lost or stolen in or out of its dojo.

I agree that the **IRONWAVE** reserves the right to terminate the enrollment of any student who engages in unruly or disruptive behavior. In such case a prorated refund of tuition only will be made; all other fees are non-refundable as given above.

I irrevocably authorize **IRONWAVE**, its successors and assignees, and those acting under its authority to copy, use, publish, for art, advertising, trade, or any other lawful purpose whatsoever, any photographic portraits, pictures or electronically-recorded images or representations of myself in whole or in part.

In consideration of the training obtained, I agree that the herein registered individuals will not engage, during the continuance of this agreement and for a period of ten (10) years following termination of my association with **IRONWAVE**, in teaching martial arts or offering similar training or instruction within fifty (50) miles of any school it operates without the express written authorization of the same.

I agree not to disclose or to teach at any time any material taught by **IRONWAVE** without proper certification and without express written permission to do so from certified authorities representing the school and its martial arts systems; I further agree that **IRONWAVE** and/or its affiliate martial arts schools reserve the right to pursue legal action against me should I disclose or teach its material without the previously stated certification and authorization.

I acknowledge that **IRONWAVE** reserves the right to amend terms of its operation that include but are not limited to its rules, regulations, conditions, fees, hours of operation, curriculum, facilities, etc., as it deems necessary.



## CONSUMER RIGHT OF CANCELLATION

I may cancel this agreement, penalty-free, within three (3) days of the execution date of this agreement, exclusive of holidays and weekends, upon delivering written notice of cancellation of this agreement to **IRONWAVE**. The written notice must state that I do not wish to be bound by this contract and must be delivered or must be postmarked by the third business day after you sign this contract. The notice must be delivered to an authorized **IRONWAVE** agent; or it must be mailed by certified or registered mail to:

*Dojo Coordinator*  
**IRONWAVE**  
103 International Blvd.  
Oakland, CA 94603

I may also cancel this agreement if I relocate my residence further than twenty-five miles from any school operated by **IRONWAVE**. This agreement may also be canceled if **IRONWAVE** moves its facilities further than 25 miles from its current location(s) or if **IRONWAVE** goes out of business, in the event of my death, if I become disabled, if an immediate family member (parent, spouse or child) becomes disabled and I become that individual's primary caregiver, or if my employment is terminated due to lay-offs. If I or an immediate family member as defined above becomes disabled, I shall have the option of (1) being relieved of liability of payment on the portion of this agreement term for which I or my immediate family member is disabled or (2) of extending the duration of the original agreement at no cost to me for a period equal to the duration of the disability; I must provide **IRONWAVE** with proof of such disability by physician's certification of the disability and/or my role as primary caregiver of my immediate family member with my written notice to **IRONWAVE**. The school may require that I be examined by an independent physician agreed upon by both me and the Head of Instruction at **IRONWAVE**. If I lose my primary employment due to lay-offs, I must provide **IRONWAVE** with proof of such employment termination with my written notice to the school. If I cancel pursuant to this paragraph, **IRONWAVE** may keep or collect an amount equal to the value of services I have already received. If I acknowledge my right to cancel this agreement as provided above \_\_\_\_\_ (Buyer's initials)



## **STUDENT – FITNESS INSTRUCTOR ARBITRATION AGREEMENT**

ARTICLE 1: It is understood that any dispute as to liability that is as to any services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract by entering into it, are giving up their constitutional right to have such a dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

ARTICLE 2: I understand and agree that this arbitration agreement binds me and anyone else who may have a claim arising out of or related to health/fitness instruction. This includes, but is not limited to, all claims for monetary damages exceeding the jurisdictional limit of the small claims court, including, without limitation, suits for loss of consortium, wrongful death, emotional distress or punitive damages. I further understand and agree that if I sign this agreement on behalf of some other person for whom I have responsibility, then, in addition to myself, such person(s) will also be bound, along with anyone else who may have a claim arising out of the services rendered to that person, I also understand and agree that this agreement relates to claims against the health/fitness instructor and any employees, agents and estates of any of them. I also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to a full and complete settlement of any dispute arbitrated under this agreement, as set forth in the California arbitration rules.

ARTICLE 3: I understand that I do have to sign this agreement to receive the health/fitness instructor's services, and that if I do sign this agreement and change my mind within 30 days of today, then I may cancel this agreement by giving written notice to the undersigned instructor within that time stating that I want to withdraw from this arbitration agreement. Such withdrawal also rescinds the contract or instructional services and I will not be entitled to a refund of any paid fees and forfeit paid program tuition for the period for which I have received services.

ARTICLE 4: On behalf of myself and all others bound by this agreement as set forth in Article 2, agreement is hereby given to be bound by the arbitration rules of the State of California, as it may be amended from time to time, which are hereby incorporated into this agreement. A copy of these rules is included in the pamphlet in which this agreement is found. I understand that disputes covered under this agreement will be covered under California law applicable to actions against health/fitness instructors.

ARTICLE 5: OPTIONAL: Retroactively Effective: If I intend this agreement to cover health/fitness instructors before the date it is signed, I have indicated the earlier date I intend this agreement to be effective from and initialed as follows: Earlier Effective Date: \_\_\_\_\_ Buyer's Initials: \_\_\_\_\_  
\_\_\_\_\_

ARTICLE 6: I have read and understood all the information in this agreement, if any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.



NOTICE: By signing this contract you are agreeing to have any issue or liability decided by neutral arbitration and you are giving up your right to a jury or court trial. See Article 1 of this contract.

\_\_\_\_\_  
Signature (Member/Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Health/fitness instructor's agreement to arbitrated in consideration of the foregoing execution of this Student – Fitness Instructor Arbitration Agreement, I likewise agree to be bound by the terms set forth in this agreement and in the rules specified in Article 4 above.

\_\_\_\_\_  
Signature (**IRONWAVE** Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (**IRONWAVE** Agent)

\_\_\_\_\_  
Title



#### RELEASE AND WAIVER OF LIABILITY

In consideration of services to be received by me on **IRONWAVE's** premises, I, the undersigned hereby releases and forever discharges the school, its successors, administrators and any staff or employees of the school from any and all actions, causes of action, liability, claims and demands based upon or by reason of any damage, loss, injury, or suffering which may be sustained by me in connection with and in the course of receiving training and techniques on said premises. I, the undersigned, assume all risks inherent and incident to this type of activity as a condition for applying for admission to this school for the purpose hereinabove stipulated.

**I agree to all the terms of this contract as well as acknowledge receiving a copy of this agreement with the execution of my signature below.**

\_\_\_\_\_  
Signature (Member/Student)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (**IRONWAVE** Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (**IRONWAVE** Agent)