



MEMBERSHIP AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 20__ (hereinafter referred to as “Date of Execution” or “Start Date”) between Reuben Bean and the Member identified below.

Member Name: _____

Address: _____

Phone Number: _____

Date of Birth: _____

Email: _____

If Member is under the age of 18:

Guardian Name: _____

Address: _____

Phone Number: _____

Health Condition: _____

List any injury, surgery or medication the student is taking and why. _____

The Guardian represents that it is the lawful and legal Guardian of the Member who has not reached the age of 18 (referred to as “Minor Member”) and has the legal authority to enter into this Membership Agreement on behalf of the Minor Member.

Emergency Contact:

Name: _____

Address: _____

Phone Number: _____

METHOD OF PAYMENT FOR TUITION

 X Monthly Installment Option-Automatic Payment Plan-A Member shall be responsible for monthly payments. To participate in this program, Member or its Guardian acknowledge and agree to enroll in an automatic payment plan and to authorize **Jiketsu Martial Productions Foundation** to charge the Member's and/or its Guardian's credit card on a monthly basis for the membership identified above. The Member and/or its Guardian represents that the credit card provided for payment has not been cancelled or revoked and that the Member and/or its Guardian is authorized to utilize the credit card.

Card shall be charged X per month for X months.

 Payment in Full Option-If Member and/or its Guardian pay for the entire course upon enrollment, Member is entitled to receive a discount off the total financed tuition for the membership identified above.

RELEASE AND WAIVER OF LIABILITY

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT.

Member and/or its Guardian hereby freely and knowingly accept and agree to the following terms and conditions:

Assumption of Risk: Member and/or its Guardian understand that self-defense, jujutsu and judo are combative and hazardous activities that involve inherent risks of serious physical injury and/or death. With full knowledge of risks involved in self-defense, jujutsu and judo, Member and/or its Guardian expressly assume all the risks of harm to Member arising from the practice of self-defense, jujutsu and judo at the location.

Release of Claims and Waiver of Liability: Member and/or its Guardian hereby expressly and for all times, on behalf of Member, my heirs, successors and assigns, executors and personal representatives release and agree to hold harmless **Jiketsu Martial Productions Foundation** from any claim, demand, damages or cause of action at law or equity from any personal injury or property damage to Member or its property that arises or might have arisen from my participation in the practice of self-defense, jujutsu and judo, from my use of the equipment of the **Jiketsu Martial Productions Foundation** or from my participation in any activity associated directly or indirectly with **Jiketsu Martial Productions Foundation**, or from my use of self-defense, jujutsu and judo techniques.

Indemnification: Member and/or its Guardian hereby agree to indemnify and hold harmless **Jiketsu Martial Productions Foundation** from any claim, demand, damages or cause of action at law or equity, including, but not limited to, any claim of personal injury, that may be asserted against **Jiketsu Martial Productions**

Foundation by any third party as a direct or indirect result of Member's participation in the practice of self-defense, jujutsu and judo, from Member's use of the equipment of **Jiketsu Martial Productions Foundation**, from my participation in any activity directly or indirectly associated with **Jiketsu Martial Productions Foundation**, or from my use of self-defense, jujutsu and judo techniques.

Definition: As used in this agreement, the term "**Jiketsu Martial Productions Foundation**" include **Reuben Bean**, his heirs, successors, assigns, executors, employees, members, representatives, owners, instructor or directors of any or all of them.

Miscellaneous. Severability; Governing Law. (a) If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This Contract shall be governed by the laws of **Bermuda. Jiketsu Martial Productions Foundation** and the Member and/or its Guardian agree that the Courts of **Bermuda** shall have jurisdiction over any dispute which arises under this Membership Agreement, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by **Jiketsu Martial Productions Foundation** to enforce this Membership Agreement, **Jiketsu Martial Productions Foundation** shall be entitled to recover its attorney's fees and expenses incurred in such action.

(b) Each of the provisions of this Membership Agreement shall be enforceable independently of any other provision of this Membership Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Membership Agreement, it is agreed between the parties that the law of **Bermuda** will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.

(c) This Membership Agreement supersedes all prior agreements, contracts and understandings, whether oral or written, between **Jiketsu Martial Productions Foundation** and the Member and/or its Guardian and may not be modified, changed or altered by any promise or statement by whomsoever made; nor shall any modification of it be binding upon **Jiketsu Martial Productions Foundation** until such written modification shall have been approved in writing by the managing Member of **Jiketsu Martial Productions Foundation**.

(d) The failure of **Jiketsu Martial Productions Foundation** at any time to require the performance of the Member and/or its Guardian of any of the provisions herein shall in no way affect the rights of **Jiketsu Martial Productions Foundation** to enforce the same nor shall the waiver by **Jiketsu Martial Productions Foundation** of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the provision itself.

(e) Any notices which either **Jiketsu Martial Productions Foundation** or the Member and/or its Guardian is required to or wishes to serve on the other shall be sent certified mail, return receipt requested, or personally delivered or sent via nationally recognized overnight mail carrier to **Jiketsu Martial Productions Foundation** at the address listed below and to the Member and/or its Guardian to the address listed above.

To: **Jiketsu Martial Productions Foundation**
31 Whaling Hill, Southampton SB 03

I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND AND AGREE TO ITS TERMS.

MEMBER or GUARDIAN

Jiketsu Martial Productions Foundation



Printed Name:

By: Reuben Bean
Title: President

Signed Name

Date



Credit Card Information: (circle one) Amex Visa MasterCard Discover

Name on Card: _____

Number: _____

Expiration Date: _____ CCV Code: _____

Note: your card will not be charged until after the first lesson.