



AMHERSTBURG KARATE CLUB

320 Richmond, Amherstburg, ON N9V 1H4
Amherstburgkarateclub@gmail.com

AGREEMENT TERMS AND CONDITIONS

DATE: _____

LAST NAME _____

The following terms and conditions are an important part of a legally binding and enforceable contract made between Amherstburg Karate Club (AKC) and 'the Client', including the Parent, Guardian, and Guarantor, if any identified below. The terms and conditions outlined are referred to as the "Client Agreement". In this Client Agreement, the words "you", "your", "student", and "undersigned" refer to the Client, the Parent, the Guardian, and the Guarantor, jointly, or severally.

- a) In consideration of your admission as a Client of Amherstburg Karate Club and privilege to use the facility located at the address indicated above in the "header" (the "Facility") and the services provided to you (martial arts and fitness instruction), you agree to comply with the terms of this Agreement, including paying all fees and charges set out in this agreement (collectively, the "Fees" or "Dues") to Amherstburg Karate Club plus all applicable taxes and levies.
- b) This agreement shall commence on the date this Agreement is signed by you or your guarantor. This Agreement will be in force for the time specified below, starting on the Effective Date (the "Term"). The Agreement will continue in full force and effect for the Term.
- c) Per Your Rights under the Consumer Protection Act, 2002, you may cancel this Agreement within ten (10) days after receiving a signed copy of this agreement. To cancel this Agreement, you must provide Amherstburg Karate Club a written notice of your cancellation by delivering it in person to an owner of
- d) Amherstburg Karate Club: Chad Waldron, Stefan Miller or Mehryar Gholampoor. You will receive a signed and dated cancellation receipt upon delivery of your cancellation notice.
- e) While under a month-by-month Term, Amherstburg Karate Club reserves the right to change the Fees payable hereunder by giving you not less than thirty (30) days prior written notice of such changes. You may terminate this agreement any time by giving thirty (30) days written notice to Amherstburg Karate Club.
- f) You agree to pay monthly dues by way of **ROTESSA* Pre-Authorized Debit (PAD)** from your bank account. You will receive an electronic copy of this agreement regarding the PAD via email. The New Membership Joining Package can be paid by cash or e-transfer to amherstburgkarateclub@gmail.com
- g) If you fail, neglect or otherwise default in your obligation to pay your Monthly Dues on the date specified, you shall pay Amherstburg Karate Club a \$40.00 service charge (the "Service Charge") in respect of each such default. Upon default of any periodic payment on more than one occasion, the entire outstanding balance of tuition for the remainder of the term of this Agreement shall immediately become due and payable without notice or demand.

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- h) Tuition fees are payable throughout the term of this Agreement regardless of attendance. The student will not be entitled to any refund or abatement of tuition for missed lessons.
- i) Cancelled lessons due to inclement weather or unforeseen circumstance, may be rescheduled via virtual (zoom) within 7 days of the cancelled class.
- j) Amherstburg Karate Club will be closed for two (2) weeks in December to observe the Holiday Season. Notice will be given 30 days in advance, and there will be no lessons re-scheduled in lieu of.
- k) Competent instruction for teaching lessons shall be provided by Amherstburg Karate Club throughout the term of this agreement.
- l) The Client represents that he or she is physically fit to participate in the prescribed course of instruction, and is not suffering from any medical condition, physical limitation or mental limitation that cannot be accommodated for, which may be aggravated by strenuous physical exertion. The undersigned Client hereby assumes all risk of injury that may arise from the physical exertion, as well as physical contact and interaction with others required in learning and practicing martial arts and general fitness activities.
- m) The undersigned Client hereby waives any claims for loss or damage to property or personal injury or death that may occur while on the premises or participating in any activity involved with Amherstburg Karate Club, however caused, unless directly caused by the gross negligence of the persons in charge of the premises or activities at the time of such loss or injury.
- n) The undersigned Client hereby agrees to abide by the rules of Amherstburg Karate Club as established and communicated to students written and/or orally.
- o) Failure to abide by such rules shall be grounds for expulsion of the Client, however, the remainder of the tuition for the duration of the contract, hereunder shall nevertheless remain payable in full.
- p) The student and the undersigned parent of the student where the student is under the age of eighteen years, shall be responsible for any loss or damage to club equipment and facilities that may be caused by the student while on the premises Amherstburg Karate Club
- q) Where the student is under the age of eighteen years, the undersigned represents and warrants that he or she is the parent or guardian of the student, and has full authority to permit the student to enroll in the course hereunder, and agrees to indemnify and save Amherstburg Karate Club harmless from any and all liability for loss of property, personal injury or death that may occur on the premises or in conjunction with Amherstburg Karate Club activities hereunder.

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PHOTO / MEDIA RELEASE AND CONSENT

Amherstburg Karate Club (AKC) may choose or is currently engaged in the business of creating media, which includes but is not limited to engaging in the following activities for personal and commercial gain:

1. Filming, film/video editing, and film/video production; photography, photo editing, and photo production; digital photography, digital photo editing, and digital photo production; documentary production and editing; sound recordings; sound manipulation and music productions; television production; and web design and production.
2. The student consents to being a subject of AKC in media. The student will allow AKC to capture images and sound recordings for use in media

AMHERSTBURG KARATE CLUB IS RELEASED OF LIABILITY: For good and valuable consideration herein acknowledged as received, the student releases AKC and assigns permission to license all images and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. The student agrees that any images and sound recordings may be combined with other images, text and graphics, cropped, altered and modified.

AMHERSTBURG KARATE CLUB RETAINS ALL RIGHTS: The student agrees that AKC has all rights to images and sound recordings, for perpetuity unless explicitly noted in this Agreement. The student acknowledges and agrees that AKC is not liable for any further consideration or accounting, and further claims for any reason.

DURATION OF AGREEMENT: The student acknowledges and agrees that this Agreement is binding on all heirs and assigns. The student acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual. The Undersigned Client hereby agrees that they have received a signed copy of this agreement on the date specified below.

This Photo / Media Release and Consent Agreement will be construed in accordance with and governed by the laws of the Province of Ontario

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Monthly Schedule and Dues

Our dojo is committed to offering Meibukan Goju-Ryu Karate and self-defence training at an affordable rate, so students can train without an associated high cost.

Weekday Training Days are Tuesday and Friday,

- 1) 5:30pm – 6:00pm (5-7 years), Karate Kids
- 2) 6:15pm – 7:00pm (8-12 years), U12 Beginners
- 3) 7:15pm – 8:00pm (9-12 years), U12 Intermediate
- 4) 8:15pm – 9:00pm (13 years +), Teen/Adult

Sundays – Free additional training, outdoors – Weather Permitting

- 1) Times vary based on instructor availability (All Ages)

Monthly Membership Fee

U8 Karate Kid Students

1. \$57.53 plus HST (65.00) – Flat Rate

U12 and Teen/Adult Students

1. First Student: \$80.00 plus HST (\$90.40)
2. Second and thereafter (same family): \$70.00 plus HST (\$79.10)

New Membership Joining Package

At Amherstburg Karate Club, students will be wearing the traditional white Gi with the dojo's patch on the left chest. Our instructors have conducted research on karate uniform prices and quality to ensure all students are receiving the best student Gi to begin their Martial Arts journey. Thus, at AKC we have facilitated a non-negotiable start-up fee which includes the following:

AKC Karate Kids (U8)

- a) FUJI Light Weight White Karate Gi (8oz) – \$65.00
- b) AKC Logo Patch, sewn-on – \$20.00
- c) First month training dues – 65.00 (no tax)

Total Cost: \$150.00 plus HST = \$161.05

AKC U13 & Adults

- d) FUJI Light Weight White Karate Gi (8oz) – \$65.00
- e) AKC Logo Patch, sewn-on – \$20.00
- f) First month training dues – 80.00

Total Cost: \$165.00 plus HST = \$186.45

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Until the Karate Gi is ready and delivered to the student, students may wear a T-shirt and sweat/track pants while training. New students will wear the white Karate Gi once received by the dojo. This is understood and practiced for uniformity amongst all students of AKC.

Student Information (1) (\$80/Month)

Student/Client Name: _____

Date of Birth: _____

Height: _____

Address: _____

Email Address: _____

Phone Number: _____

Primary Emergency Contact _____

Primary Emergency Contact Phone Number: _____

Additional Student Information (2) (\$70/Month)

Student/Client Name: _____

Date of Birth: _____

Height: _____

Additional Student Information (3) (\$70/Month)

Student/Client Name: _____

Date of Birth: _____

Height: _____

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Combined Membership Particulars

New Joiners Package(s) Total \$ _____ Plus HST= _____

Monthly Payment Method: **Cash / E-Transfer**

Instructional Package Monthly Total (All Students Combined): \$ _____

Monthly Total (All Students Combined): \$ _____ Plus HST = _____

Monthly Payment Method: **ROTESSA* Pre-Authorized Debit (PAD)**

Term Length: **Month to Month**

First Day _____

The Undersigned Client hereby agrees that they have received a signed copy of this agreement on the date specified above.

Student/Client Signature (not applicable if under 16): _____

*Parent/Guardian/Client Signature (if student is under 18): _____

Instructor Name: _____

Instructor Signature: _____

WELCOME TO THE AMHERSTBURG KARATE CLUB!