

CENTRAL PA MIXED MARTIAL ARTS

RELEASE WAIVER



(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 parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant 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 events(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 : Central PA Mixed Martial Arts, LLC

Printed Name of Participant _____ DOB: ____/____/____

Address of Participant _____ City: _____ State _____ Zip: _____

Email of Participant or Parent _____

Phone Number of Participant or Parent _____

Student Signature _____

Parent or Guardian Signature (if minor) _____

Received by _____
Registrar Signature Printed Name Date

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PAYMENT & MEMBERSHIP POLICIES



Hygiene:

All members are required to practice proper hygiene. This includes but is not limited to:

- washing all clothing and equipment to be used before each workout
- wearing deodorant
- cleaning up after yourselves; trash, tape, bottles, blood, etc.
- keep finger nails and toe nails trimmed.
- cover up ALL wounds.
- absolutely no training if you have staph or any mat related viruses or diseases.

****Digital copy of doctor's note sent by doctor required to resume training after infection.****

Respect & Discipline:

Central PA Mixed Martial Arts is a family facility and as such, does not tolerate profanity, crudeness, sexual or physical abuse, etc. Members who disrespect the facility will be kindly asked to leave without refund.

Payment Plan

There are no start up fees or cancellation charges with our payment plans. We require a minimum of two full months payment. You are required to give The Payment Company 31 days written notice (one month) via the online form found at mmapayments.com/cpamma. Your payments will stop after the next billing cycle. Payments auto-draft and membership auto-renew on the 1st of every month.

Membership Cancellation

For our open ended payment program you can cancel your membership at any time, simply give The Payment Company 31 days notice (one month). Your payments will then stop after the next billing cycle. This means that if at any time during a month you give us notice, your last paying month will be the next month. Cancel in December and January will be your last month, cancel in January and February will be your last month, etc. If you choose to end your membership early The Payment Company via CPAMMA will charge an early cancellation fee of \$99. Or you can authorize them to immediately charge your last paying month. If you then decide at some point you would like to reinstate your membership there will be a reinstatement fee of \$99. Returning members pay \$149 per month, per program. For members who know they will only be away for a certain amount of time, holding a membership is a inexpensive alternative to canceling. See below:

Membership Holds

At any point you can put your membership on hold for a fraction of the monthly cost. Simply give The Payment Company 31 days (1 month) notice via the online form found at mmapayments.com/cpamma. The hold would start after the next billing cycle and there is a minimum of 2 months for holding. Holding your membership will guarantee when prices go up you will still stay at the same rate. It also assures you that there will be a spot in the program when you return. The standard rate for holds is \$29 per month.

I won't be here during the break between semesters. Will I still be charged?

We understand that there will be times when a student will not be able to attend class. This can be due to breaks, being sick, tests, school projects, etc. Because of this we discount our programs drastically to help compensate for the lost classes. If we were to charge you for every class you take in a program the cost per month for a single program would be \$199. We understand you'll miss class during spring break, winter break, etc. and because of this if you get in under the 1/2 off special we cut the cost of the program in half and only charge \$99 per month per program. With that said each program is \$99 per month. This allows us to spread the cost of the program over several months rather than charging you for each class you take making the monthly cost fluctuate. Doing this we take the average cost of a student who would miss classes and charge the same monthly fee regardless of breaks; \$99. We encourage you to make it to every class possible and take advantage of the great rates! The Payment Company requires a minimum of two full paying months for all memberships. Please also remember that the gym is open year round for adults and even if classes are not in session adults are more than welcome to use the facilities.

I forgot to cancel my membership and just realized that I've been charged for X number of months. Can I get a refund?

Similar to other services (cell phones, internet, television, insurance, etc.) even if the service was not used, you still need to pay for it. By registering and paying you are reserving a spot in one of our programs. If we happen to be full, your spot is counted. Only until you cancel your membership are we able to free up the spot you are paying for and fill it with another person. With that said, late cancellations will follow the same policy as normal cancellations and you are not eligible for any type of refund.

1. I agree to practicing proper hygiene at all times while training at Central PA Mixed Martial Arts.
2. I agree to conduct myself professionally and in a mature manor per the CPAMMA respect and discipline stated above.
3. I agree and understand that I will pay for a minimum of two (2) full paying months after I sign up and pay for membership.
4. I agree and understand that I will give at least one month (31 days) written notice to cancel or hold my membership.
5. When 31 days notice is given to cancel or hold, I understand payments will stop after the next billing cycle.
6. I understand and I am aware that even if I don't use my membership I will make payment until my last contracted month.
7. I agree and understand that my payments will continue for one billing cycle after 31 days notice is submitted.
8. If my payment information changes I understand I need to contact The Payment Company with an updated payment method.
9. I am at least 18 years of age and I cannot have a parent or guarding act as an agent for my account.
10. This agreement is not binding until membership has been set up and payment has been made.

Student /Parent Signature _____ Date _____