

### Waiver, Release, and Indemnify Membership Agreement

Under the terms of this agreement the Applicant in consideration for receiving Membership with program type listed and Applicant agrees to pay the full Membership fee. The Applicant certifies that he/she has taken a physical examination prior to the first class and have been deemed physically fit enough to participate in all KENSHO MARTIAL ARTS activities and the Applicant understands that martial sports are all physically strenuous/rigorous. Upon request, the Applicant will furnish to KENSHO MARTIAL ARTS or its representatives a copy of the examination in question. Should, any accident, ailment or other condition change the Applicant's physical status he/she will let KENSHO MARTIAL ARTS know immediately. Applicant, in consideration for receiving Membership with KENSHO MARTIAL ARTS (also referred to as "Management" and/or "Staff") hereby agrees to be bound by and adhere to the terms and conditions of this Membership agreement ("Agreement") as follows:

1. Applicant agrees to timely pay the full Membership fee as stated in the Agreement.
2. Applicant represents and warrants that he/she is in good health and has no physical or mental disability, impairment or pre-existing condition that may otherwise prevent him/her from safely participating in the listed program's activities. Applicant certifies that he/she has taken a physical examination prior to the first class and has been deemed physically fit to participate in all of the listed program's activities. Applicant further understands that the activities involved in the listed program are physically strenuous, violent and potentially dangerous and may expose him/her to serious physical injury. Applicant understands and acknowledges that Management has taken every reasonable precaution to ensure the safety of all of its Applicants. Upon re-quest, the Applicant will furnish to Management a copy of the aforementioned physical examination. Applicant understands that during the course of his/her participation in the listed program's activities, if any medical related concerns do arise, he/she should consult with a physician before continuing said activities. Applicant further agrees to immediately notify Management in the event his/her physical condition changes during the course of his/her Membership for any reason (i.e. accident, illness or other medical condition).
3. Applicant confirms his/her knowledge and understanding of the policies/procedures/rules/regulations ("Rules") set forth by Management, and agrees to abide by all posted Rules, and or revisions thereof. Management reserves the right to amend, change or institute new Rules at its own discretion and said new Rules shall become immediately binding on Applicant. As these Rules must be enforced to ensure the safety and security of all Applicants and Staff, Applicant's failure or refusal to abide by these Rules shall result in the loss of Membership privileges or Staff position without refund, reimbursement or other return of money, subject to Management's discretion. All future additions and amendments to this Agreement, the Rules, or any waiver and re-lease shall also apply to current Applicants.
4. Applicant confirms that Management provided him/her the opportunity to discuss specific, individual needs in relation to the listed program's activities; and, based on the foregoing, Applicant voluntarily requests the right to participate in the listed program's activities (including but not limited to exercise fitness, self-defense, martial arts and martial sports). Applicant further acknowledges the existence of risks in connection with these activities assumes such risks and agrees to accept sole responsibility for any injuries he/she may sustain or cause by his/her participation in said activities, via the use of the facilities and/or equipment. Applicant specifically acknowledges and accepts responsibility for injuries arising out of or occurring within the following activities/areas: A) use of facility equipment; B) participation in fitness, martial sports and/or martial arts related evaluations, initial or follow-up; C) participation in group activities, personal training or semi-private training related to exercise, martial sports, martial arts, and/or other physical activity; D) within and/or adjacent to the facility (including changing rooms, showers, bathrooms, hallways, entrance ways, stairwells, etc.).
5. APPLICANT OR INVITEE (I.E. GUEST, FREE CLASS PASS, DAY PASS, TRIAL APPLICANT, COUPON, USER ETC.) AND/OR THEIR RESPECTIVE PARENTS/GUARDIANS (FOR APPLICANTS/INVITEES UNDER 18 YEARS OF AGE), IN CONSIDERATION FOR APPLICANT'S PARTICIPATION IN ACTIVITIES ADMINISTERED BY/ASSOCIATED WITH MANAGEMENT [ALSO KNOWN AS KENSHO MARTIAL ARTS, AND INCLUDING ITS OWNERS, OFFICERS, DIRECTORS AND THEIR RESPECTIVE HEIRS AND ASSIGNS; LICENSED FACILITIES, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUB-CONTRACTORS, VOLUNTEERS ("STAFF"); AND PREMISES OWNER], DO HEREBY EXPRESSLY WAIVE, RELEASE AND FOREVER DISCHARGE MANAGEMENT FROM ANY AND ALL LIABILITY AND NEGLIGENCE FOR ANY PERSONAL INJURIES, ACCIDENTS OR DAMAGES RESULTING FROM APPLICANT'S PARTICIPATION IN ANY OF THE LISTED PROGRAMS' ACTIVITIES, EITHER ON OR OFF THE FACILITY'S PREMISES, INCLUDING THOSE DUE TO ANY INTENTIONAL OR UNINTENTIONAL ACT OF MANAGEMENT OR STAFF, TO THE FULLEST EXTENT PROVIDED BY LAW.
6. Applicant positively confirms that he/she has sufficient personal insurance (including but not limited to medical and personal liability) to cover any injuries or damages suffered or caused in relation to Applicant's participation in the listed

program's activities. In the event an insurance claim must be made in relation to Applicant's participation in the listed program's activities, Applicant agrees to fully indemnify Management (including its owners, officers, directors and their respective heirs and assigns) for all liability, negligence, costs and expenses not otherwise covered by his/her personal insurance policy or carrier, including any of the Applicant's fore-going representations or warranties that prove to be false or misleading. Applicant understands that he/she are personally responsible and liable for any and all deductibles, monies and costs incurred to Management in a timely response of such event.

7. Applicant gives Management permission, free of charge, with no promise, representation or reasonable expectation of compensation, to use any photos, pictures, video, media or likeness of him/her for advertisements or marketing materials to pro-mote martial sports, martial arts and/or fitness.

8. Applicant acknowledges that neither Management nor Staff has made any representations or promises upon which he/she relied that are not otherwise stated in this Agreement, and this document constitutes the entire agreement between Applicant and Management, superseding any other written or verbal agreement. Management further reserves the right to change, amend or revise the terms of this Agreement at its own discretion, the effect of which shall occur upon three (3) days' notice to Applicant.

9. The laws of the state of OREGON shall govern this Agreement, with the exception of choice of law provisions, and any claims arising out of this Agreement shall submit to the jurisdiction of the appropriate court of law (I.E. located in MARION County for SALEM, OR). Applicant further waives his/her right to a trial by jury and the prevailing party in any dispute relating to Agreement shall be entitled to recover its attorney's fees and costs incurred. In the event any provision of this Agreement is deemed invalid and/or unenforceable by a court of law, said part shall be voided, with all other provisions retained and the resulting agreement shall remain in full force and effect.

10. Applicant agrees to abide by all posted rules and regulations, and or revisions thereof of the Membership agreement of KENSHO MARTIAL ARTS. Management reserves the right to alter, amend, change or institute new policies at its own discretion and will be in full effect and binding as part of this agreement. These Rules and Regulations must be enforced to ensure the safety and security of all Applicants and staff. Failure or refusal to abide by the rules and regulations set forth herein and posted in KENSHO MARTIAL ARTS shall result in the loss of Membership privileges or Staff position without refund of any money, if in the sole opinion of KENSHO MARTIAL ARTS, the violation by Staff, the Applicant, or by his/her guest is detrimental to the well-being of KENSHO MARTIAL ARTS, its Applicants, or Staff. All future additions and amendments to this agreement, the program agreement, waiver and release, and all rules and regulations of the NEW STUDENT PACKET will also apply to current Applicants.

11. Applicant agrees to read the NEW STUDENT PACKET thoroughly. Applicant agrees to always abide by all posted rules and regulations, and revisions thereof of the membership agreement, waivers and NEW STUDENT PACKET. Applicant understands and agrees to the fact that management reserves the right to alter, amend, change or institute new policies at its own discretion. Applicant agrees to abide by all future additions and amendments to the waiver, release, and indemnify membership agreement, the program agreement, waivers, etiquette and all future rules and regulations while being a member and thereafter forever where Infinite regulations apply. In addition, Applicant understands that he/she has the right to request a current year's copy of the NEW STUDENT PACKET if needed.

12. Applicant confirms that by his/her signing and/or initialing of their Registration Agreement, he/she has carefully reviewed the NEW STUDENT PACKET, understands its terms, conditions, rules and regulations, and agrees to abide and be bound by same.

STUDENT INFORMATION:

NAME \_\_\_\_\_ BIRTHDATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

I hereby agree to enroll according to the TERMS listed above.

Student (Please Print): \_\_\_\_\_

Student Signature (Parent/Guardian if student is under 18):

\_\_\_\_\_ Date \_\_\_\_\_

Accepted By (Staff Representative): \_\_\_\_\_ Date \_\_\_\_\_