

BEST MARTIAL ARTS INSTITUTE

Judo Program

Instruction Agreement for Adults

THIS AGREEMENT is made and entered into this ____ day of _____ by and between _____, (hereinafter referred to as **Student**), and Alan Best, representing Best Martial Arts Institute (hereinafter referred to as **Instructor**).

IN CONSIDERATION for membership of **Student** in Best Martial Arts Institute, **Student** agrees to pay to **Instructor** a membership fee on the first of each month commencing _____. Membership of **Student** will continue until such time as **Student** cancels membership. Written notice of cancellation of membership must be given to **Instructor** by the 15th day of the month prior to cancellation of membership. The current monthly membership fee is \$ _____.

The parties further acknowledge, agree, and understand as follows:

1. That **Student** will be responsible for the payment of monthly dues on the first of each month until written notice of cancellation of membership is given;
2. That a late fee of \$10 will be charged to **Student** if payment is not received by the 10th day of the month due;
3. That **Student** shall be permitted to participate in class only after payment has been made for the month due;
4. That instruction shall be provided in judo and other martial art styles and disciplines, with the scope of instruction to be determined by **Instructor** and his staff;
5. That instruction shall be provided not only by **Instructor**, but also by his staff and such higher-ranking students as may from time to time be designated;
6. That instruction will generally be provided to **Student** as a member of a class composed of individuals of varying ages and ranks;
7. That any and all personal equipment to be worn or used by **Student** shall be provided at the expense of **Student**;
8. That the teaching of discipline, both physical and mental, is an integral part of martial arts instruction and advancement; that, in this regard, **Student** authorizes **Instructor** and his staff to require obedience within the dojo and to administer such discipline as is deemed necessary for proper development of **Student**;
9. That progress of **Student** depends largely on personal dedication and regular attendance, and that **Student** shall notify **Instructor** prior to the absence of **Student** from any regular training session;
10. That testing for advancement will be made available to **Student** upon recommendation by **Instructor**, but that promotion is not assured or guaranteed by **Instructor**;
11. That payment of a promotion examination fee shall be required of **Student** before administration of any promotion test, but that payment of such fee shall not serve to guarantee either promotion to or proficiency at a particular level;

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(Continued)**

12. That promotion tests will be conducted by **Instructor** and/or such members of his staff as he may designate;
 13. That **Student** shall not participate in any class, seminar, camp, exhibition, tournament, or other organized martial arts activity outside Best Martial Arts Institute without the express consent of **Instructor**;
 14. That **Student** shall not teach any martial arts skills learned at Best Martial Arts Institute without written permission from **Instructor**;
 15. That **Instructor** advises **Student** to consult a physician before **Student** engages in martial arts training;
 16. That **Student** hereby assumes all risk of personal injury or illness that may be incurred by **Student** while attending, traveling to or from, and/or participating in Best Martial Arts Institute activities; that **Student**, acting alone or for heirs, personal representatives, and assigns, does hereby release **Instructor**, property owner, manager, landlord, host, sponsor, officers, agents, and employees of Best Martial Arts Institute from all liability including claims and suits at law or equity from any injury or illness whether permanent, fatal, or otherwise, that may result, directly or indirectly, from traveling to, participating in, or returning from said activities;
 17. That **Student** hereby assumes all risk of loss or damage to personal property of **Student** that may be brought to or left in Best Martial Arts Institute; that **Student**, acting alone or for heirs, personal representatives, and assigns, does hereby release **Instructor**, property owner, manager, landlord, host, sponsor, officers, agents, and employees of Best Martial Arts Institute from all liability, including claims or suits at law or equity that may result from damage of theft of property of **Student** while such property is at Best Martial Arts Institute;
 18. That **Student** shall indemnify and hold **Instructor** harmless from all claims, actions, suits, liability, loss, expense, or damage of every kind and description, including investigation costs, court costs, and attorney fees, that may accrue to or be suffered or claimed by any person or persons, arising from unsupervised and unauthorized use by **Student** of those martial arts skills learned through association with Best Martial Arts Institute;
- and
19. That **Instructor** retains the right to terminate instruction of **Student** if **Student** fails to abide by the terms of this agreement, the rules of Best Martial Arts Institute, or if **Instructor** considers the attitude of **Student** to be unsuitable to continue in or be associated with Best Martial Arts Institute; that, in such an instance only, the remainder of any money paid by **Student** for the contract period in which termination occurs shall be refunded on a percentage basis, determined by the time remaining in the period.

Student

Instructor