

THE TENKOBUSHI BUDOKAN SCHOOL of MARTIAL ARTS

41571 Corning Place Suites 115 & 116

Murrieta, CA 92562

(951) 757-6306

**WARNING, WAIVER AND RELEASE OF LIABILITY AND
AGREEMENT TO PARTICIPATE**

INSTRUCTIONS: PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BEFORE SIGNING. Please read and sign. Thank you!

All participants (or their parent/guardian if the participant is a minor) who wish to participate in this MARTIAL ARTS program must sign the following agreement and release.

AGREEMENT

In consideration of being permitted to participate in any way, including travel to and from, in any Program, Retreat, Seminar, Practice, Clinic, and related events and activities of the Tenkobushi Budokan or their affiliates, I hereby:

1. Acknowledge and fully understand that I will be engaging in a MARTIAL ART and physical activity that might result in serious injury, including permanent disability or death, and severe social and economic losses due not only to my own actions, inactions, or negligence, but also to the actions, inactions, or negligence of others, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

Init: _____

2. Agree that, prior to participating, I will inspect the mats, equipment, facilities, and if I believe anything is unsafe or beyond my capability, I will immediately advise the Headmaster or Instructor of such conditions and refuse to participate. **Init:** _____

3. Knowing the risks involved in the Martial Arts, I assume all such risks and accept personal responsibility for the damages following such injury, permanent disability, or death.

Init: _____

4. Release, waive, discharge and covenant not to sue the Tenkobushi Budokan, the Chief Instructor, Stephen T. McGovern, Instructors together with their affiliates, their respective administrators, directors, agents, and other employees or volunteers of the organization, event officials, medical personnel, other participants, their parents, guardians, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors, and lessees of premises used in conducting the training or events, all of whom are hereinafter referred to as Releasees, from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasee's or otherwise to the fullest extent permitted by law.

Init: _____

See other side please

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Warning, Waiver, Release of Liability and Agreement to Participate, con't.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORS (UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

Parent's/Guardian Name (Print) _____

Parent/Guardian Signature _____

Date: _____

I HAVE READ THE ABOVE WARNING, WAIVER AND RELEASE, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW.

Participant (Print) _____

I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW.

Participant (Print) _____ Participant's Signature _____

Parent/Guardian (Print) _____

Parent/Guardian Signature _____ Date: _____

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TUITION AGREEMENT

Please Read Our Tuition Policy

Your tuition is due on the first of each month or the first class date of the month. A five-day “grace period” up to the fifth of the month is allowed. All tuition received after the fifth of the month will incur a **\$5.00** late fee. If your tuition is received after the fifteenth of the month, a **\$15.00** late fee applies.

After 60 days of non-payment the student will be disenrolled and delinquent fees will be sent to a collection agency. Students desiring to be reinstated must re-register and pay new registration fees.

*I acknowledge and understand that my space in class is reserved. Therefore: **tuition is due whether I attend class or not and it is my sole responsibility to pay tuition on time.** Int. _____*

I understand that I must notify the Tenkobushi Budokan in writing 30 days in advance if I desire to disenroll from the program. Int. _____

*I understand that all late tuition payments are subject to a late fee of \$5 after the fifth of the month (5-day grace period). After 60 days of non-payment I will be disenrolled (**unless prior arrangements have been made with the Chief Instructor**). Past due fees will be turned over to an agency for collections. I understand that to be reinstated I will be required to Re-Register with all enrollment fees being applied. This school has no contracts to entrap students. It is the responsibility of each student to project his/her integrity and desire to master this art by following through on such obvious obligations. Int. _____*

Student Name (Print) _____

Parent/Legal Guardian (Print) _____

Participant's/Parent/Legal Guardian Signature _____

Date: _____

If you need to discuss your tuition or class schedule, please contact us at studentservices@tenkobushi.com.