

## BUSHIDO MARTIAL ARTS - MEMBERSHIP TERMS & CONDITIONS

The use of the term MEMBER is referring to anyone who participates in Training with Bushido Martial Arts, which could be a child or an adult, of any sex.

### **1.0: Attendance and punctuality**

It is of the utmost importance that the student is punctual to each lesson. If it is your child that is training and they arrive before the instructor has arrived on site, it is required that you remain with them until an instructor is present. Until an instructor is on site you are responsible for their safety and well-being. Should you choose to leave them unattended, we hold no responsibility for them. It is also important that you arrive promptly and on time to collect your child. Many of our instructors have other classes to teach and need to leave immediately after the class. If your lateness inconveniences other members, or our instructor, we reserve the right to charge a penalty fee of £20 to you, this will be taken by Direct Debit when the next mat fee is due.

**1.1:** By agreeing to these Terms and Conditions, it is agreed that should you drop your child early to their lesson, you are responsible for your child until lessons begin, and that Bushido Martial Arts and its owners, operators, officers, employees, instructors, students, or agents hold no responsibility over your child until the lesson has begun and they are in the training room with the instructor.

**1.2:** I agree to support the club and set an example to all whom I come into contact with, honouring my fellow members and instructors by behaving in-line with the Club expectations. I will be polite, courteous and enthusiastic at all sessions and events that I attend, with the aim of improving myself and my life through the practice of martial arts.

**1.3:** I agree to abide by the etiquette as set out in any sessions I attend. Failure to do so may result in execution of the club's disciplinary procedure.

### **2.0: Change of location and time.**

Bushido Martial Arts reserves the right to change the time or location of any class for any reason. Should the member be unable to attend following any changes made, although we reserve the right to retain payment for the remainder of the month, upon request we will often refund the remaining month's payment. In the unlikely event that a class is cancelled for any reason, a refund would not usually be offered, although the student is welcome to attend any other classes in the area, provided those classes are open to all Bushido Martial Arts members and are open to their age bracket.

**2.1:** By agreeing to these Terms and Conditions, it is understood that changes may be made to location and time of classes.

### **3.0: Payment**

Payment will be made monthly via Direct Debit on the 1st of each calendar month. Failure to pay may incur a charge of £10. Should you refuse to pay within one month then you forfeit the member's right to participate in

training, and the student will unfortunately not be allowed to train with us until all payments and fees have been paid. It is also understood that we reserve the right to utilise debt collection agencies to recover payments that are due.

**3.1:** Fees are calculated on an annual membership basis and not on class attendance, payment is therefore required even when classes are not attended.

**3.2:** Membership Freezing: Should there be a period of illness or other such reason for not attending for a period longer than 2 months I will apply to the Instructor to put membership on hold (this is at the discretion of the Instructor). The process will then follow that shown in section 3.3 for termination where one final payment will be made before Bushido Martial Arts will change the direct debit amount to ZERO. When a return to the dojo is arranged, the returning member may train for 1 month before the payments are reinstated to take account of the notice period that has already been paid.

**3.3:** Membership Termination (by member): A request to terminate membership may be made at any time, this must be made in writing to [info@bushido-hombu.co.uk](mailto:info@bushido-hombu.co.uk) **giving notice that the next payment due will be the last** made for your membership. This will entitle the member to continue attending sessions up until the end of the period covered by that payment. For example, if you wish for the 1st May to be your last payment we will need to be given notice at any point between 1st April and 30th April.

Membership will not be functionally terminated until all club equipment has been returned (including belts and any items that have been loaned by instructors or other members), payments will continue to be due until this has been completed or a monetary payment has been made to cover the transfer of ownership of such items.

It is understood that should payments be withheld, Bushido Martial Arts reserves the right to take legal action to recover amounts due either through the small claims court or debt collection agencies.

**3.4:** Membership Termination by Bushido Martial Arts: Should the Chief Instructor decide to terminate membership of a member (due to closure of the organisation, restructuring of classes or following a dispute/contravention of the membership terms), this will be with immediate effect. The member will still be liable for the final membership payment at the discretion of the Chief Instructor.

**3.5:** By agreeing to these terms and conditions, I hereby agree that Bushido Martial Arts has the right to refuse service to those who are not up to date with payments, as well as for those who continually make late payments.

#### **4.0: Disobedience**

We reserve the right to discontinue training for any member that we deem as persistently disobedient. Should we feel we are unable to control the member's behaviour, and it is detrimental to the other members training, we will be in contact and the member will be dismissed from further lessons. Discipline is embedded in the culture of martial arts, and is required for training.

**4.1:** By agreeing to these Terms and Conditions, I hereby understand that should a member's behaviour be uncontrollable, then they will be dismissed from future lessons with no right to a refund and the one month notice period to be charged before full expulsion.

### **5.0: Image Consent**

We would like to take pictures, and occasionally video the students performing their Martial Arts for promotional and advertising purposes. The photos will always be appropriate, and available for the customer to view upon request. The images, be they photo or video, will be stored in a safe and secure place.

**5.1:** I hereby grant permission to Bushido Martial Arts the use of the member's image, likeness and voice, recorded in digital format, without payment. I understand the images and film may be edited, exhibited and distributed through any media that Bushido Martial Arts sees fit and will continue to be the property of Bushido Martial Arts once a member has discontinued membership.

### **6.0: Personal Belongings**

We cannot be held responsible for any personal belongings lost or stolen during a training session. It is strongly advised that anything of value be left at home. Should a child need to contact a parent, or parent need to contact a child, then the instructor will have a phone.

### **7.0: Health and Safety**

Should the member suffer from any of the following medical problems, please consult with your doctor to ensure that intense physical exercise will not pose a problem to the student. In addition, please inform us via email so that we may take a note. We must be informed of any conditions before any instruction is carried out. It is the member's responsibility to keep our records up to date by requesting and completing a new membership form should a medical status change from the previous document submitted.

- Back problems
- Any illness or injury that may be aggravated by exercise
- Head injuries
- Dizziness, or loss of unconsciousness during exercise
- High cholesterol
- Joint problems, such as arthritis, that is aggravated by exercise
- Chest pains when exercising
- Any prescription medication being taken
- A heart condition
- Any conditions that restrict blood flow
- Diabetes or any other metabolic diseases
- High or low blood pressure

**7.1:** Should the member suffer from anything on this list, please inform the instructor immediately to discuss what action should be taken to ensure safety and well-being. It is advised that you consult a doctor if you suffer with any of these conditions before participating to ensure it is safe.

**7.2:** By agreeing to these terms and conditions, I agree that I have consulted a doctor recently and the doctor has agreed it is safe. I also agree that I have informed the instructor or Bushido Martial Arts of any medical problem the student has, and that I choose to let the student continue in this class at my own risk. I also agree that I understand fully that the student will be participating in a semi contact sport. I hereby agree that I would like the student to participate in what can be intense physical exercise, including, but not limited to, running, stretching, aerobic and resistance exercise, all of which can result in injury or in incredibly unlikely circumstances, death.

**7.3:** Should I feel ill or become injured whilst training, or feel there is any other issue that will effect my (or others') safe participation, I will inform a senior grade or instructor as quickly as possible.

### **8.0: Agreement and Liability Waiver**

I hereby agree that I have discussed any health problems with an instructor. I agree that I hold responsibility for any unlikely injury to the student and that the owners, operators, officers, employees, instructors, students, or agents at Bushido Martial Arts cannot be held responsible for these injuries or death. I hereby agree to the following:

**8.1:** I am fully aware that the Martial Arts used will be unarmed combat, and that semi contact will be used during the session, which could result in accidental injury, or in incredibly unlikely circumstances, death.

**8.2:** I understand that from time to time, there is the occasional use of safe versions of weapons, and I consent to the member's use of these.

**8.3:** I understand that the member will be participating in strenuous physical exercise that could lead to minor or serious injury to either the student, or that in unlikely circumstances that myself or my child could inflict these injuries on another student. These injuries could include bruises, abrasions, broken bones and cartilage, concussion, organ damage, or extremely unlikely circumstances, death.

**8.4:** I understand that the injuries caused in paragraphs 8.1, 8.2 and 8.3 could be inflicted accidentally, but also in extremely unlikely circumstances, through inadvertence or negligence, or malfunctioning equipment.

**8.5:** I understand that the risk to the injuries described in paragraphs 8.1, 8.2 and 8.3 cannot be reduced without severely limiting the instruction and class technique offered.

**8.6:** I understand that no one at Bushido Martial Arts has given the student the authority to use any of the techniques taught to the student on any person other than in training, matches, or

demonstrations, where the student and the instructor have agreed that they are sufficiently trained and qualified to do so. I also understand that the student does not have the authority to demonstrate their martial arts outside of the lesson, or in the absence of an instructor.

**8.7:** After having fully read the risks however unlikely to injury and death, I hereby waive my right to a lawsuit in the extremely unlikely event of injury or death during a lesson with Bushido Martial Arts, or outside of the lesson while using the Martial Arts taught.

**8.8:** I hereby agree that no legal action shall be taken up Bushido Martial Arts, its owners, operators, officers, employees, instructors, students, agents, or any other connections that Bushido Martial Arts has.

**9.0:** Having read this document and paid fees via direct debit, I hereby agree that I have fully read and understood the Terms and Conditions and that I agree to all of the Terms and Conditions presented within it. I understand that it is binding and non-negotiable.