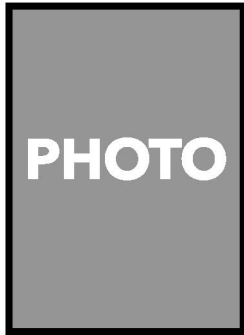


SENSEI EMMA WENTZEL  
4th Dan Instructor  
93 Randpark Drive  
Randpark Ridge  
2194  
Cell: 083 681 9918  
Tell: 011 791 0765  
Fax: 086 551 2607  
emma@seishinmaa.co.za



# SEISHIN

## MARTIAL ARTS ACADEMY

WWW.SEISHINMAA.CO.ZA

### GOJU RYU KARATE | SELF DEFENSE | WKF SPORT KARATE

#### STUDENT PARTICULARS

First Name/s	<input type="text"/>	Last Name	<input type="text"/>
I.D Number	<input type="text"/>	Relation to Member	<input type="text"/>
Date of Birth	<input type="text" value="YYYY / MM / DD"/>	Guardians	<input type="text"/>
Postal Address	<input type="text"/>	Code	<input type="text"/>
Physical Address	<input type="text"/>		
Email Address	<input type="text"/>		
Cellphone	<input type="text"/>	Telephone	<input type="text"/>
		Fax	<input type="text"/>
Medical Ailments	<input type="text"/>		

Please PRINT Clearly

#### PAYMENT METHOD

Cash	<input type="text"/>	EFT	<input type="text"/>
Joining Fee	<input type="text"/>	Terms	<input type="text"/>
Monthly	<input type="text"/>	Annual	<input type="text"/>

#### EMERGENCY CONTACTS

Doctor	<input type="text"/>	Tell No.	<input type="text"/>
Next Of Kin	<input type="text"/>	Tell No.	<input type="text"/>
Date Started	<input type="text"/>	Signature*	<input type="text"/>

HOW DID YOU HEAR ABOUT US?

\*Please Note: that signature of this form constitutes acceptance of the terms and conditions attached to this form.  
Please initial the back of this form in the space provided.

# TERMS AND CONDITIONS OF MEMBERSHIP

## 1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, bear the meaning ascribed to them:

- 1.1 "Agreement" means this Agreement together with the form signed by the Member or parent or guardian of the Member to which this Agreement is attached;
- 1.2 "Academy" means the Seishin Martial Arts Academy a registered company owned by Sensei Emma Wentzel currently situated at 93 Randpark Drive, Randpark
- 1.3 "Member" means the person joining the Academy;
- 1.4 "Parties" means the person signing this Agreement either as a new Member or in his or her capacity as parent or guardian of a new Member and the Academy and "Party" means any one of them; and
- 1.5 "Signature Date" means the date that this Agreement is signed by the last Party signing.

## 2. COMMENCEMENT AND DURATION

This Agreement shall commence upon the Signature Date and continue indefinitely unless terminated by either Party. Signature of the form to which this Agreement is attached constitutes acceptance of all terms and conditions of the Agreement.

## 3. FEES AND CANCELLATION PERIODS

- 3.1 Fees are payable by the Member to the Academy in advance by no later than the 3rd day (Third) of each month.
- 3.2 If payment is not received by the Academy by the 3rd day (Third) of each month, a late payment fee will be added to the members account and interest will be charged at current prime rates, being the publicly quoted rate of interest per annum by Standard Bank on overdraft to its prime customers in the private sector from time to time.
- 3.3 The Member, or the parent or guardian of the Member, accepts liability for payment of the fees in full, even if lessons are not attended by the Member.
- 3.4 The Member will not be allowed to attend classes or gradings if fees have not been paid.
- 3.5 The academy does not accept cheques. Only CASH or EFT PAYMENTS
- 3.6 One month's written notice is required when the Member wishes to terminate membership and the fees for the notice period shall be payable in advance.
- 3.7 **Should students cancel their membership in December or January, a 2 month cancellation fee will be charged.**
- 3.8 Should the Member's account be handed over to a collection agent as a result of non-payment of fees, the Member or the parent or guardian of the Member will be liable for all collection charges incurred by the Academy.

## 4. CLASSES AND TRAINING TIMES

- 4.1 The Academy reserves the right to change the dates and times on which classes will take place.
- 4.2 This right shall be within the Academy's sole discretion but shall be exercised upon notice to the Member or the Member's parent or guardian, as the case may be.
- 4.3 Classes may be cancelled or the number of classes may be reduced during school holidays, public holidays or in the absence of any instructors. The full fees referred to in clause 3 shall still be payable should this occur.

## 5. WARRANTY

- 5.1 The Member or the parent or guardian of the Member warrants that all of the information filled in on the form is true and correct.
- 5.2 The Member or the parent and/or guardian of the Member further warrants that the Member is in good health and is fit to participate in any martial arts offered by the Academy.

## 6. INDEMNITY

- 6.1 The Member acknowledges that martial arts, by its nature, may involve harm to the Member. This harm is a risk the Member or the parent or guardian of the Member will assume in participating in any martial arts the Academy offers or may offer in the future (including, but not limited to, Goju Ryu Karate, Kobudo, Tai Chi, Functional Fitness and SAQ training). Such participation includes, but is not limited to, tournaments, gradings, tuition and gasshukus.
- 6.2 The Member or the parent and/or guardian of the Member indemnifies the Academy, its chief instructor, Sensei Emma Wentzel, its other instructors and its employees and agents against any losses, claims, demands, actions, judgments, damages, costs, expenses (including attorney's fees and expenses) and other liabilities of whatsoever nature which the Member, the parent and/or guardian of the Member or any third party may have arising out of or in connection with:
  - 6.2.1 The Member's membership of the Academy, including, without limitation, the Member's participation in tournaments, gradings, tuition and training gasshukus and camps;
  - 6.2.2 A breach of a warranty referred to in clause 4 above.
- 6.3 The Member or the parent or guardian of the Member agrees that this indemnity will be binding on not only the Member or parent or guardian of the Member but also on their heirs and executors, their dependants or assigns.
- 6.4 The parent and/or guardian of the Member undertakes to, and procures that his or her child shall undertake to, at all times for the duration of membership, abide by the rules of the Academy and obey all instructions of the instructor or any person/s involved in the Academy.

## 7. EXCLUSION OF LIABILITY

The Member agrees that the Academy, its chief instructor, Sensei Emma Wentzel, its other instructors and its employees and agents shall not be responsible and the Member hereby absolves and holds the Academy harmless for any loss of whatsoever nature, howsoever arising or caused.

## 8. BREACH OF CONTRACT

If any Party breaches this Agreement and fails to remedy that breach within 14 days of written notice from any other Party calling for the breach to be remedied, then that Party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or in law, to cancel this Agreement without notice or to claim immediate specific performance of all the defaulting Party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved Party's right to claim damages.

## 9. GENERAL AND MISCELLANEOUS

### 9.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

### 9.2 NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

### 9.3 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this and continue in full force and effect.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_