



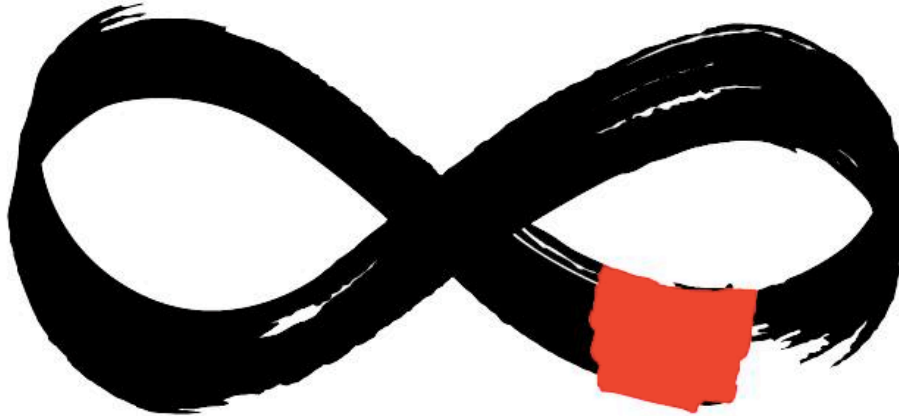
Preferred Direct Debit Date: 1st 8th 15th 25th

(Circle the chosen date)

Key Fob Number:
Member Number:

FLO MARTIAL ARTS LIMITED

WAIVER & RELEASE OF LIABILITY



Name (Adult/Parent/Guardian – Delete as appropriate)

Name of Child/Junior/Teen (if applicable):

Referred by:

How did you hear about Flo Martial Arts?:

FLO MARTIAL ARTS LIMITED WAIVER & RELEASE OF LIABILITY

I (the undersigned) have been made fully aware of the nature and status of participating in activities at Flo Martial Arts Limited as a whole and, having read the above waiver (freely and without coercion) fully accept the terms and conditions presented within. I understand and accept this document.

Member Details	
Full Name (First/Last):	
Date of Birth:	
Address:	Postcode:
Parent or Legal Guardian: <i>If applicable</i>	Date of Birth:
Email address:	
Telephone Number:	Landline: Mobile:
Emergency Contact 1: (Name & Number) <i>Must be completed</i>	
Emergency Contact 2: (Name & Number) <i>Must be completed</i>	
Date:	
Member I.D. Number <i>Completed by Flo Staff</i>	
Permission to receive First Aid if required:	<input type="checkbox"/> Yes <input type="checkbox"/> No Mark 'X' As Appropriate
Permission to allow photographs to be taken and used for marketing purposes:	<input type="checkbox"/> Yes <input type="checkbox"/> No Mark 'X' As Appropriate
Signature:	

WELCOME TO FLO MARTIAL ARTS

Now... Enjoy the journey!

All participants who wish to participate in activities within and or organized by or through Flo Martial Arts Limited must read, agree to, and complete this document prior to the commencement of any activity therein.

Prior to training you are urged to seek out professional medical advice from either your General Practitioner (GP) or other qualified medical practitioner before taking part in any form of activity at Flo Martial Arts Limited. Please indicate any medical considerations that we should be aware of that may affect you while participating at Flo Martial Arts.

Please note any Medical Considerations (or requirements) that you believe the Coaches of Flo Martial Arts Limited should be aware of:

<p>Please disclose any current medications you may be taking (including herbal medication):</p> <p style="text-align: center;"><i>Do not leave this blank</i></p> <p style="text-align: center;"><i>(Add additional sheet if required)</i></p>	
<p>Please note any Medical Considerations (or requirements) that you believe the Coaches of Flo Martial Arts should be aware of:</p> <p style="text-align: center;"><i>Do not leave this blank</i></p> <p style="text-align: center;"><i>(Add additional sheet if required)</i></p>	

(We understand this medical information is private, and as such will not be shared, presented or made public in any way other than to assist in the prevention of injury to the signatory (you or your child) below. If you would prefer not to disclose any medical information, or feel you would rather discuss the matter privately, then please approach a member of the Management team or Flo coaches who will direct you to the correct person to contact.



PAR-Q (Physical Activity Readiness Questionnaire)

Common sense is your best guide when answering these questions.

Please read the questions carefully and answer each one honestly: circle **YES** or **NO**.

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? **YES / NO**
2. Do you feel pain in your chest when you do physical activity? **YES / NO**
3. In the past month have you ever had chest pain when you were not doing physical activity **YES / NO**
4. Do you lose your balance because of dizziness or ever lose consciousness? **YES / NO**
5. Do you have a bone or joint problem that could be made worse by a change in physical activity? **YES / NO**
6. Is your doctor currently prescribing drugs for your blood pressure or heart conditions? **YES / NO**
7. Have you had any surgical operations in the last 12 months? **YES / NO**
8. Are you currently taking any medications (including herbal remedies)? **YES / NO**
9. Do you know any reason why you should not do physical activity? **YES / NO**

If you answered YES to one or more questions:

Please supply a letter from your GP or talk with your doctor by phone or in person **BEFORE** you start becoming much more physically active or before you have a fitness appraisal.

Tell your doctor about the PAR-Q and which questions you answered YES

If you answered NO to all questions, you can be reasonably sure that you can:

Start becoming physically more active-begin, slowly and build up gradually. This is the safest way to approach training. Take part in a fitness appraisal-this is an excellent way to determine your basic fitness so you can plan the best way to live actively.

PLEASE NOTE: If your health changes so that you answer **YES** to any of the above questions, it is paramount you inform the coaches or management team of Flo as soon as possible.

“I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction”

Note: This physical activity clearance is valid for a maximum of 12 months from the date and becomes invalid if your condition changes so that you would answer YES to any of the questions and inform the training professional.

“I understand that I have been advised to seek medical advice prior to undertaking physical exercise after completing PAR-Q however, I wish to continue to train at my own risk as I am fully aware of potential dangers and accept all responsibility and/or consequences that may occur as a result of training”.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

(Parent/Guardian consent and information is required to enable a person aged 17 years and under to participate in classes provided by Flo Martial Arts Limited)

FLO MARTIAL ARTS LIMITED**WAIVER & RELEASE OF LIABILITY**

DISCLAIMER: FLO MARTIAL ARTS LIMITED (AND PARTICIPATING MEMBERS OF FLO MARTIAL ARTS LIMITED) ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE WATCHING OR PARTICIPATING IN ACTIVITIES AT FLO MARTIAL ARTS LIMITED FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE MEMBERS OF FLO MARTIAL ARTS LIMITED, INSTRUCTOR/COACH, MEMBER, VOLUNTEER, OR AGENT OF FLO MARTIAL ARTS LIMITED OR ANY OTHER PARTICIPANT, VISITOR, OR PERSON PRESENT AT OR PARTICIPATING IN ACTIVITIES SUPPORTED BY FLO MARTIAL ARTS LIMITED.

In consideration of my participation, I hereby release and covenant not to sue Flo Martial Arts Limited, instructor/coach, member, volunteer, or agent of Flo Martial Arts Limited or any other MMA participant, visitor, or person present at or participating in activities supported by Flo Martial Arts Limited, from any or all present and future claims resulting from ordinary negligence on the part of the Flo Martial Arts Limited or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in Flo Martial Arts Limited sponsored activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily wave any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware of the following risks, and NUMEROUS OTHER INHERENT RISKS in observing or participating in activities and Brazilian Jiu-Jitsu or Mixed Martial Arts sponsored by Flo Martial Arts Limited. These risks include, but are not limited to, death, or serious injury resulting from: physical contact while observing or participating in activities supported by Flo Martial Arts Limited; including, but not exclusive to collision (with other persons or objects), being struck on the body or head, being thrown or dropped, suffocation resulting from choking or strangulation, dropped equipment, dehydration, exertion, while participating in activities at Flo Martial Arts Limited, ORDINARY NEGLIGENCE of the coaches, and members or volunteer assistants of Flo Martial Arts Limited, those persons at the Flo Martial Arts Limited who, lacking adequate training, seek to assist with medical or other help either before or after injuries have occurred.

I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property and personal damage or death.



I further agree to indemnify and hold harmless Flo Martial Arts Limited and any other listed for any and all claims arising as a result of my engaging in or receiving instruction in activities sponsored by Flo Martial Arts Limited, or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended for to be as broad and inclusive as permitted by the laws of the England and Wales, and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in England. I affirm that I am of legal age and freely sign this agreement. I have read this form and fully understand that by signing this form, I am giving up all legal rights and/or remedies which may be available to me for the ordinary negligence of the Flo Martial Arts Limited or any of the parties listed above. By accepting this document, I acknowledge that I have voluntarily chosen to participate in physical exercise. In accepting this document, I acknowledge being informed of the strenuous nature of the activity and the potential for unusual, but possible, physiological results including but not limited to abnormal blood pressure, fainting, heart attack or even death.

I also understand that I may stop any training session at anytime. By accepting this document, I assume all risk for my health and well being and any resultant injury or mishap that may affect my well being or health in any way and hold harmless of any responsibility, the instructor, facility or persons involved with the program and testing procedures.

Sign below and over the page if you agree to these conditions:

Name: _____

Signature: _____

Date (DD/MM/YYYY): _____

Staff Signature: _____

1. Definitions: **1.1** The Club: Flo Martial Arts Limited. **1.2** The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you with your application for membership and further copies will be made available on request. **1.3** Commitment Period: The minimum term you are committing to remain a member of the Club (subject to extension if your membership is suspended) is 4 months or dependent on membership package.

2. Membership: **2.1** Your membership will begin on the day you join. **2.2** When paying by Direct Debit, an initial payment will be required to cover the period up to your first DD payment. **2.3** Your membership is personal to you. You cannot transfer it to another person. **2.4** If Flo Martial Arts or the bank/building society makes a mistake with your direct debit payment you are guaranteed a full and immediate refund from your bank/building society. **2.5** By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules. **2.6** You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

3. Duration: When you join the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 6. If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

4. Fees: The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 (thirty) days' written notice. The following fees prevail: **4.1** Membership fee; The level of membership fees shall be determined according to the type and category of membership. **4.2** Joining fee; A joining fee may be payable as specified in your application form. Your joining fee goes to start up costs, admin and member-to-member insurance. **4.3** Guest user fee; A fee will be set by the Club from time to time in respect of guests of members who wish to visit the Club and use the facilities. **4.4** Other Fees; All other fees and prices for the sale of goods and services at the Club, and any other services will be set by the Club from time to time. **4.5** If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. Our third party provider will follow-up on any non-paid membership fees and will charge the amounts necessary as detailed in their terms and conditions. **4.6** Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full. **4.7** Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge as directed by our third party provider. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership fees, will be the responsibility of the member and will be legally recoverable from the member. **4.8** We may charge a reasonable fee of up to £35 for any of the following: replacing lost membership cards, removing or adding Associate members, changing membership category and transferring. **4.9** You must pay a monthly membership, which will be determined by your chosen membership package. **4.10** Monthly installments will be due on either the **1st, 8th, 15th or 25th** of each calendar month or the next available working day by Direct Debit. **4.11** We may change the amount of your monthly payments. If we do we will write to you at the address you have given us 14 days before the changes take place. **4.12** Monthly fees are payable even if you do not use the center.

5. Suspension of Membership: A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 (three) months. 30 (thirty) days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate. A reduced monthly fee will be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.

6. Termination: **6.1** Termination by the Club: We may terminate this agreement in the following circumstances: (a) if you commit a serious or repeated breach of this agreement or the Club's rules and this is not REMEDIED within 7 (seven) days' of receipt of a default notice; (If a member is expelled from the Club for inappropriate behavior, the remaining membership fees are still payable in full) (b) If any part of your membership fee remains unpaid 30 (thirty) days after its due date for payment, or (c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership. If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred. **6.2** Memberships cannot be cancelled prior to the agreed contract length that you have signed up for and the last payment has been made. A contract may be cancelled once the final payment has been made; this requires 30 days notice in writing to Debit Finance (e-mail info@debitfinance.co.uk). A confirmation letter will be sent back. Queries on cancelled memberships can only be dealt with when a copy of this letter is provided. Contact Debit Finance on 01908 422 007. **6.3** Termination by you. You may terminate this agreement in the following circumstances: (a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period and you will be liable for any outstanding costs associated with your Commitment Period. (b) You may terminate your membership by giving the Club at least 1 (one) full calendar month's notice, so that your membership will terminate at the end of the following calendar month after notice was given. (c) Cancelling your direct debit instruction for the payment of fees is not sufficient. (d) You may terminate this agreement on 1 calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 (six) calendar months. (We will request reasonable evidence of your illness or injury – e.g. a doctor's certificate). (e) You may also terminate this agreement if: a. We permanently reduce the facilities or opening hours of the Club; b. We change the location of the Club; or; c. We close the Club for refurbishment for a period of more than 30 (thirty) days.

7. Membership Cards (if used): **7.1** Membership cards shall be issued to all members upon joining the Club and are used to gain entry to the Club. Membership cards are not transferable and any members allowing their card to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice. Outstanding monies owed from the Commitment Period will still be due after termination. **7.2** If a membership card is lost, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement membership card. **7.3** You must submit your membership card at respective reception points when accessing facilities; otherwise we will charge you the standard casual rate. **7.4** All members must have their photograph taken for identification purposes; this will be stored on "Flo Martial Arts Limited" database. This information will solely be used Flo Martial Arts Limited and will not be released to any third parties.

8. Club Rules: **8.1** You must comply with the Club rules/etiquette, which forms part of this agreement. **8.2** We may change the rules/etiquette at any time. We will post notice of any changes at the Club. The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 (thirty) days notice to members, except in the case of emergency. **8.3** The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

9. Restriction of Liability: **9.1** The Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers or cubby-holes provided by the Club is stored at the owner's risk and no liability for loss or damage there to will be accepted by the Club. The Club also accepts no liability for any vehicles parked outside the facility. **9.2** Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. **9.3** The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to: a) Your own fault (b) A third party unconnected with our provision of services under this agreement or (c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

10. Health & Safety: Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

11. Sale of Club: In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner therefore you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse affect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

12. Notices: Notices from you to the Club must be in writing and addressed to the general manager at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club).

13. Changing the Agreement: We can change the agreement at any time. We will give you 14 day's notice of this change in writing at the address you have given us.

14. Facilities: **14.1.** You are entitled to use the facilities available for your category of membership package. **14.2.** You may have to pay additional charges to use certain other facilities/activities at the Centre. You can get a list of these from our reception points. We can change these prices at any time. **14.3.** Before using any exercise equipment you must read and sign the Health Commitment Statement/Pre Activity Questionnaire and have a supervised induction session. We can refuse access to the Club facilities if we consider your health maybe adversely affected by the use of such facilities. In such circumstances you will be referred to our GP referral team. **14.4.** Centre's may open/close earlier during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the Club in advance notifying customers of any changes. No refunds will be available for these periods. **14.5.** We may change the Club opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities. **14.6.** We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to: **14.6.1.** Give as much notice as is reasonably practicable by displaying notices in the Club. **14.6.2** Arrange for alternative facilities during a period of closure. **14.6.3** Your membership does not give you priority over other users or guarantee the availability of facilities.

15.1 Flo Martial Arts Limited management reserve the right to change the activity program/class schedule. Prior notice will be given in the Club relating to activity cancellations or the introduction of new sessions. **15.2** Promotions do not apply to existing members.

16. Junior Members and Children. **16.1** If you are 5 - 17 (inclusive), your parent or guardian must sign this agreement on your behalf. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf. **16.2** When you reach 18 years' old, your junior membership will end and you will automatically and immediately become a full adult member and sign a copy of this agreement.



Flo Martial Arts Limited Membership Form

Personal Details

Surname:		Membership No.	
Forename:		Address:	
		Town:	Postcode:

Membership Details

Payment Details

Transaction		Amount to be collected monthly by	
Package		Direct Debit payment starting on	£
Start Date		___/___/___	
Commitment End Date		Admin & Joining Fee	£
Source of reference		Pro-rata fee for first month	£
Salesperson		Total paid by cash	£

Cheques are made payable to Flo Martial Arts Limited

Application Declaration - Before signing

PLEASE READ THE TERMS SET OUT ON THE REVERSE OF THIS PAGE

I (named above) confirm the above information is correct and apply for membership of the Flo Martial Arts (herein after referred to the as the Club) under the standard terms and conditions, which I have had an opportunity to read and discuss with the Club. In particular I understand and have discussed the following with the Club: **i)** My membership will continue automatically after the commitment period end date unless notice is given as per the standard terms and conditions. After the Commitment Period I may terminate my membership by giving the Club at least 1 (one) full calendar month's notice, in writing (and receive a written acknowledgement from the Club). **ii)** I may request suspension of my membership by reason of illness and/or injury for one continuous period of at least 1 (one) month and a maximum of 3 (three) months. I understand 30 days' written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during suspension of **£6** per calendar month. Any suspension during the Commitment Period will extend the length of the Commitment Period. **iii)** I acknowledge that my initial membership of the Club is from the start date of ___/___/___ to the commitment period end date of ___/___/___ (subject to extension if my membership is suspended) and agree to pay in full due to the respect of this Commitment Period.

Members Signature

Date

Signed on Behalf of Club

PRIVACY STATEMENT - The Club will only use personal information disclosed for administration purposes.

For a full visual video explanation of the terms and conditions, please visit www.flo-martial-arts.co.uk