

1. We I/hereby agree to enroll the above named Student into Hybrid on a month-to-month basis. I understand that my membership permits me or the Student to use Hybrid's premises, facilities, equipment and services as shown and limited by the membership identified herein. The membership is non-transferable by you or the Student and it does not give you or the Student any rights in Hybrid, its management, property or operation. Hybrid can sell memberships at different rates and terms than yours or the Students. Hybrid regularly closes its facilities for maintenance, selected holidays, and other hours based on various requirements. Hours of operation are posted on Hybrid's website and are subject to change as Hybrid utilization dictates. You agree to pay the dues and fees stated in this agreement. Whether or not you use the facilities, you still must pay your monthly dues. There will be no exception to this rule unless otherwise stated herein.
2. **Student/Hybrid Representations:** The Student applying (or the parent/guardian applying on behalf of a minor) (hereafter, the "Student") warrants and represents that he/she/minor Student is in good physical condition and has not been advised by any Physician or Medical Facility that participation in the applied for course of training will in any way be adverse to the well being of the Student. Furthermore, Student represents that the Student is able and allowed to participate in exercise and various martial arts curriculum which is provided by Hybrid. The Student/parent/guardian represents that they have had the opportunity to either participate in or observe the martial arts training provided by Hybrid prior to the signing of this contract. Student/parent/guardian understands that by participating in the martial arts program or by use of the facilities or equipment covered by this contract does present the possibility of illness, emotional distress, psychological harm, property damage, accidental injury, including, but not limited to maiming, loss of limbs, fractures, death, blindness, various infections, etcetera. Student/parent/guardian assumes all risk associated with such participation within this program and holds Hybrid, Hybrid Gyms, LLC, Hybrid Gyms Two, LLC their heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns harmless for any such injury or occurrence. In addition, Student/parent/guardian agrees to indemnify Hybrid, Hybrid Gyms, LLC, Hybrid Gyms Two, LLC their heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns from any and all liability which may arise against Hybrid, Hybrid Gyms, LLC, Hybrid Gyms Two, LLC their heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns by such Student or through any other third party as a result of training received at Hybrid or by use of Hybrid's or Hybrid Gyms Two, LLC's facilities or equipment. Student/parent/guardian understands that during the course of instruction, employees or higher degree Student instructors of Hybrid will be engaged in a course of conduct requiring physical contact, and he/she (or parent or guardian) gives full consent to such contact as is required by the training. And, the Student is responsible for his or her own safety and can refuse activities in his or her own discretion.
3. **Medical Treatment:** Student/parent/guardian understands that accidental injuries may occur from time to time due to the nature of the training involved. In the case of an injury, Student/parent/guardian also understands that the staff of Hybrid are not trained and have no expertise in the treatment of, or diagnosis of medical conditions of any kind. In addition, staff and Hybrid are unable to determine the medical effect upon any individual regarding any form of exercise or other form of training and will be held harmless.
4. **Additional Charges:** In addition to tuition fees, there will be additional fees which will need to be paid by Students/parents or guardians. These fees include but are not limited to the following: testing, protective gear, cost of belts, as well as other safety equipment which may be required by Hybrid to protect Student. Failure to use required protective gear will be cause for Student to be barred from class until he/she complies.
5. **Bad Check / EFT Charges:** It is agreed that in the event that Hybrid Gyms, LLC receives any check returned as NSF or is returned by bank for any other reason, that Student/parent/guardian will be responsible for a charge of \$30.00 made payable to Hybrid Gyms, LLC for each presentment or re-deposit. In addition, if the initial return from the bank places the account in a late pay position, an additional \$10.00 late fee will be added. Student understands that Hybrid Gyms, LLC will not send notices of such returns and that it is the responsibility of the responsible parent/person/Student to assure that funds are available on the date they have chosen. Student agrees that they will not dispute any withdrawal / payment for tuition, otherwise they agree to be responsible for further fees assessed. Any unpaid fees will become a part of any balance owing to Hybrid and are actionable legally in the appropriate jurisdiction. Hybrid agrees to provide copies of all returns upon written notice from responsible person signing this agreement.
6. **Default/Collection:** All accounts in default and which are 30 days past due will be subject to late fees and all costs of collection including attorneys' fees. We can waive or delay enforcing any of our rights under this contract without losing them, including but not limited to the yearly imposition of your annual renewal fee increase.
7. **Monthly Fees:** The initial monthly fees stated on the front of this agreement and paid by Student may change at the discretion of Hybrid.
8. **Cancellation Rights:** Student may cancel this agreement only under the following circumstances: Student is disabled or dies; your disability must physically prevent you from using the Hybrid's facilities and a licensed physician must verify this fact in writing; **you may terminate your membership upon written notice to Hybrid received 30 days in advance.** Under this circumstance, full monthly fees will be charged. Hybrid reserves the right to terminate your membership at any time for any reason. Upon cancellation or termination of your membership, your right to use Hybrid's facilities ends and Hybrid can deny you access to Hybrid.
9. **Attendance and Non-Use of Facilities:** Student/parent/guardian understands that regular attendance at class lessons is important for Student to make progress and understands that it is the Student's responsibility to attend classes. It is further understood that Student or financially responsible person is obligated to make payments under this agreement whether or not Student attends or completes the lessons. There will be no refunds or adjustments based upon non-use.
10. **Transferral of Agreement:** It is understood that at any time at the sole discretion of Hybrid, this financial contract may be transferred to any other independent financial organization or they may refer it to any licensed collection agency. However, you may not transfer your contract without the express written authority of Hybrid. While Hybrid will attempt to accommodate any reasonable requests for transfer, the final decision remains with Hybrid.
11. **Rules and Regulations:** The Student shall follow all of the rules and regulations of whichever Hybrid facility is being used, which have been made available to you and which are posted on Hybrid's website and/or in the front lobby area. Hybrid can revoke the Student's membership privileges if these rules and regulations are not followed, and Hybrid expressly reserves the right to change these rules, regulations, and hours of operation. In addition, Hybrid expressly reserves the right to add to, eliminate, or alter any piece of martial arts equipment, furniture or fixture when deemed necessary or desirable. In the event that the Student violates any of these rules and regulations, the Student or financially responsible person remains liable for all outstanding amounts due to Hybrid and agrees to be responsible for the balance of the unpaid contract.
12. **Memberships:** If the membership is a "Full" membership, the Student is entitled to train at the Hybrid facility during all open gym time and attend all regular classes (at this time those include Brazilian Jiu-Jitsu, submission grappling, MMA circuit, Yoga, and striking). There may be some classes that require an additional fee. If the membership is "Gym Only" Student may train at the facility and use equipment during open gym time, subject to classes and the discretion of the staff. Sparring can only take place according to the rules of Hybrid. If the membership is "Striking Only" Student may attend all stand-up striking classes offered, but no other classes and no open gym/open mat. If the membership is a children's membership, Student can only attend designated children's classes. **Children are strictly forbidden from being in any area where there is gym equipment including the front cardio area and the mezzanine. They are not allowed to use any gym equipment.**
13. **Release of Liability:** Student/parent/guardian agrees that if Student engages in any physical exercise or activity (or is simply observing) at the Hybrid facility or on the premises or at the Hybrid Gyms Two LLC facility. Student does so at his/her own risk and assumes the risk of any and all injury, death and/or damage while engaging in

- 13. Release of Liability:** Student/parent/guardian agrees that if Student engages in any physical exercise or activity (or is simply observing) at the Hybrid facility or on the premises or at the Hybrid Gyms Two, LLC facility, Student does so at his/her own risk and assumes the risk of any and all injury, death and/or damage while engaging in any physical exercise or activity or use of said facilities or equipment. The assumption of risk includes, without limitation, Student's use of the gym facility, any exercise equipment, the changing room, sidewalk, parking lot, back lot, stairs, lobby area, mat area, any physical contact with other Students or instructors, and any equipment at Hybrid. Student/parent/guardian agrees to assume the risk in his or her (or his/her child's) participation in any activity, class, program, instruction, or Hybrid-sponsored event or any event at the Hybrid facility or the Hybrid Gyms Two, LLC facility not sponsored by Hybrid. In consideration of services to be received as a Student at Hybrid on their premises, the person signing this agreement releases and forever discharges Hybrid, Hybrid Gyms, LLC, Hybrid Gyms Two, LLC their heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns from any and all actions, causes of actions, liability, claims and demands upon or by reason of any damage, loss, injury, or suffering, whether known or unknown or which may be sustained by the Student in connection with and in the course of utilizing Hybrid and its equipment and/or receiving Martial Arts instruction at the Hybrid premises, from the instructor (s), staff, officials, independent contractors, guest instructors, or employees of Hybrid or Hybrid Gyms, LLC, Hybrid Gyms Two, LLC or any fellow Students at Hybrid premises in connection therewith and within the course of taking training or lessons or during any type of training at Hybrid or the Hybrid grounds and use of the Hybrid equipment. Student/parent/guardian hereby waives all his/her rights to the claims, actions, demands or suit for loss, injury, damage or suffering sustained in the aforementioned manner and circumstances. The undersigned assumes all risk inherent and incidental to this type of sports activity as a condition to applying for admission to Hybrid. In consideration of all the benefits indicated in this document, the undersigned agrees to hold Hybrid, Hybrid Gyms, LLC, Hybrid Gyms Two, LLC their heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns harmless from and against all claims, demands, actions, cause of action or suits which may be brought against Hybrid or Hybrid Gyms, LLC by anyone associated with Student, Hybrid, parent, relative, on account of any injury or damages or suffering inflicted upon him/her in connection with lessons or use of the Hybrid and its equipment and premises within or without of the Hybrid property. I affirm that I have no medical condition which would be either a hazard or would create a medical impairment upon Student named. Student/ responsible person also assumes all responsibilities for proper care and cleaning of uniforms/equipment and will make sure that all protective gear is worn during classes where required. I, the undersigned, do hereby affirm that I am at least 18 years of age and that I execute this document voluntarily and with full knowledge of its significance. Any change in this agreement may only be made if both you and Hybrid agree in writing to any such change.
- 14. Release of Likeness Rights:** Student/parent or guardian grants to Hybrid, its licensees, successors and assign, a non-exclusive, irrevocable license to distribute, record, broadcast, exhibit, advertise and disseminate in perpetuity through the world the following elements: Student's name, likeness, voice, biographical material, suggestions, stories about Student, materials, including, but not limited to photos and videos, ideas, and any actions performed by Student or words spoken by Student on or in connection being a student at Hybrid (hereinafter, "Student's Likeness") either in whole or in part, solely and exclusively. Student acknowledges and agrees that Hybrid will own all right, title and interest in any and all results and proceeds from use of Student's Likeness in any and all media now known or hereafter devised without compensation or benefits of any kind. Hybrid is not obligated to actually use Student's Likeness.
- 15. EFT/Credit Card Option Agreement:** If I have elected to pay my tuition through the EFT option, I hereby authorize Hybrid to withdraw my monthly tuition fees (and any initiation fee) from the bank account listed herein. This information being provided is solely for the purpose stated and is being authorized through my own free will. Also, I grant Hybrid the ability to correct any EFT resulting from an overpayment/underpayment by debiting/crediting my account to the extent of any such overpayment/underpayment. In addition I understand that if Hybrid relies upon the date chosen by me hereon, and Hybrid is then denied the ability to withdraw due to insufficient funds or any other reason, I authorize Hybrid to deduct it's then current return fee and late fees for each such return. Furthermore, this authorization will remain active and fully enforcement unless Hybrid has received written notification of at least 10 days prior to the withdrawal date chosen. Hybrid will not be held liable for any transaction termination request which is not received in time for the transaction to be either stopped or modified. I also agree that if any debit is returned unpaid, that Hybrid may automatically deduct any late fee that may be applicable. And last, I agree to be financially responsible for all fees, tuitions and costs of collection, in the event that I close my account or decide to cease any EFT authorization. In the event of a credit card decline or reversal, Hybrid will assess \$30.00 for each such action.
- 16. Credit Card Payment Option:** I understand that if I have chosen this method of payment that I will not dispute any debit which represents tuitions or late fees assessed. In the event that I do dispute any previously agreed to charge as evidenced by this or any other duly signed document, I agree to be responsible for all costs of collections including legal fees if I fail to maintain a current account.
- 17. Age or Parental Consent Certification:** By signing this contract, you are certifying that you are either of legal age or that you are signing this contract as the parent or legal guardian of a minor, and by signing this contract on behalf of any minor, you hereby agree that you shall be responsible for all payments due hereunder and that you will indemnify and hold Hybrid, its heirs, successors, administrators, owners, employees, independent contractors, instructors, and assigns harmless for any injuries, losses, or damages sustained to anyone as a result of the minor's participation in this program of instruction or presence on the Hybrid premises.
- 18. Governing Law** This agreement shall be governed in accordance with the laws of the State of Washington. There are no other agreements, terms, promises or obligations of either you or us which are not contained within this written agreement. If any clause or provision of this agreement is unenforceable under any present or future law, the remainder of this agreement will not be affected thereby.

By signing below, you are acknowledging that you have read and understand the terms and conditions on both sides of this contract and agree to be held responsible for them in their entirety. By signing below, you agree to be bound by all such terms and conditions.

_____ (Signature)

Printed name: _____

Date: _____