

**International Taekwon-Do Glendowie
Membership agreement**

Mark Banicevich, trading as International Taekwon-Do Glendowie ("the School"), agrees to teach International Taekwon-Do (which includes Taekwon-Do Kubz) to the person/people named in this agreement for the Term stated below, according to the terms in this agreement. The person/people named in this agreement, together with the parent or guardian who signs on behalf of those under 18 years of age, are "the Student(s)", "I/we", "me/us" and "my/our" in this agreement.

Term (from the date of signing): _____ months

Family name: _____ Given names: _____

Preferred name: _____ Title: *Mr / Mrs / Miss / Ms / Dr / Other* _____

Address no & street: _____

Suburb: _____ City: *Auckland* Postcode: _____

Telephone H: (09) _____ W: (09) _____ M: 02 _____

Email: _____ Gender: *M / F* Age: _____

Email 2: _____ Date of birth: ____ / ____ / ____

Occupation: *Student / Preschooler* Height: _____ cm

Under 18yrs, name of parent or guardian: _____

Any medical conditions? _____

Are there other family members training? *yes / no* Who? _____

For additional family members, use the "Additional member addendum". How many? *1 +* _____

Any previous martial arts experience? *yes / no* Details: _____

How did you hear about us (circle)? *Kiwisport / Word of mouth / Website / Newspaper / Radio / Poster / Leaflet/flyer / Demonstration / Yellow pages / Television / Other* _____

Payment details:

Starter pack (uniform, manual): @ \$130ea _____

Monthly fee: \$50 for 1 / \$90 for 2 _____

Total initial payment: _____

Terms

1. Monthly fees: Monthly fees are payable by the first of the month in advance. Fees must be paid by automatic payment into the bank account 12-3031-0534631-51 (M A Banicevich), or another account specified by the School. Monthly fees may change with one month's notice. Grading fees are set by International Taekwon-Do, are additional to monthly fees, and are due one week before the grading date.
2. Continuation: When the Term expires, this agreement will continue until either party provides one month's notice in writing to cease the agreement. The School may change the monthly fee periodically after the Term expires.
3. Rules: I/we agree to abide by the rules of the International Taekwon-Do Foundation of New Zealand Inc ("International Taekwon-Do"), as found in the Student Manual. I/we agree to abide by the policies and

regulations of International Taekwon-Do, available at www.itkd.co.nz/reference/documents/index.php, and the terms and conditions of International Taekwon-Do, available at www.itkd.co.nz/terms.php which can be altered at any time without notice. Violation of these rules, policies, regulations, terms and conditions constitutes a breach of this agreement and could result in withholding tuition, or suspension or expulsion from the School, at the discretion of the School or the instructor.

4. **Class schedule:** Hours and dates of classes are provided outside of this agreement. The School reserves the right to alter the days and hours of classes. In addition, the School retains the ability to cancel classes for special events, unavailability of venue, holidays, or illness of an instructor. The School will try to provide at least two hours' notice of such events, but this cannot be guaranteed. Class changes do not relieve me/us of my/our payment obligations under any circumstances.
5. **Class instructors:** Classes may be taught by the school instructor or any other qualified instructor. Should an instructor become unavailable for a given class, a junior instructor, senior student or guest instructor may teach. The choice of the instructor is at the sole discretion of the School. I/we understand that I/we have responsibility for my/our own safety without regard to who is teaching the class.
6. **Attendance:** I/we agree to pay the above fees regardless of absence. Absence does not imply notification to cancel this agreement. My/our failure to attend classes does not relieve my/our obligation to pay the remaining fees in full.
7. **Achievement not guaranteed:** Full payment of fees does not guarantee belt certification by the School or International Taekwon-Do. I/we must demonstrate the required level of skill as evaluated by the Instructor and International Taekwon-Do for all levels of belt certification.
8. **Complaints:** If the I/we wish to make a complaint, I/we may talk with an instructor at the School or the local Regional Director. Further details may be found at www.itkd.co.nz/reference/documents/regulations/s-and-d.doc.
9. **Consent to physical contact:** I/we understand the nature of physical contact required in martial arts training, and I/we understand that I/we have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training or makes me uncomfortable. I/we agree to abide by School etiquette in all matters pertaining to training, and I/we shall not in any way conduct myself/ourselves inappropriately or take inappropriate advantage of the contact martial arts training requires.
10. **Waiver of liability:** International Taekwon-Do is an activity involving physical contact, and practice involves risk of injury despite safety precautions by the School and instructors. I/we hold myself/ourselves responsible for any injury that I/we may sustain in the course of my training and release the instructor and School for any liability arising from any injury.
11. **Authority to perform first aid:** The instructors, senior students, or others may have training in first aid and or CPR. At their discretion, I/we authorise people with the appropriate training to use those skills and techniques to assist in any circumstance in which they judge their skills would be necessary or helpful, and I/we will not hold them liable for the results of any reasonable decisions or actions.
12. **Personal property:** The School shall not be responsible or liable to me/us for property damaged, lost or stolen in the School or at events at locations other than the School's premises.
13. **Video, audio and photographic recordings:** I/we grant the School irrevocable permission to use photographs, audio recordings, videotapes, artwork or other likenesses of me/us for marketing, promotional, trade, demonstration, publishing or any other lawful purpose without remuneration.
14. **Privacy and electronic messages:** I/we give my/our permission for the School and International Taekwon-Do to collect, store and use any information provided by me/us, as well as any information collected about my/our progress or activities in Taekwon-Do, for its own purposes and business only. I/we recognise the right to access this information and request corrections where appropriate. The School and International Taekwon-Do may deliver the latest news, special offers, and information about Taekwon-Do and events directly to my/our inbox(es). Upon my/our re-registration to International Taekwon-Do I/we agree to be subscribed to the International Taekwon-Do email newsletter and to receive email correspondence from the School and International Taekwon-Do as long as I/we are member(s) of the organisation.
15. **Assignment:** This agreement is non-transferable and cannot be assigned by me/us. The School retains the right to assign this agreement without my/our consent to (a) an entity that is owned or controlled by the School, or (b) any third party buying all of the business of the School.

16. Cancellation by the Student(s): I/we may cancel this agreement only under the following conditions:
 - a. I/we relocate their residence further than 30 kilometres from any school operated by the School, by paying a cancellation fee equal to 30% of the remaining agreement balance.
 - b. In case of my/our death or permanent disability so I/we are unable to train, this agreement will terminate without any cancellation fee, and prepaid fees will be refunded.
17. Cancellation by the School: The School may cancel this agreement under the following conditions:
 - a. Breach by me/us of any term of this agreement, or of any rule or policy of the School or International Taekwon-Do as set out in this agreement and as amended from time to time. Remaining fees for the full Term of the agreement will be payable immediately.
 - b. If the School ceases operation within 5km of the venue where I/we entered into this agreement, without cancellation fee and prepaid fees will be refunded.
 - c. At the School's own discretion for any and all causes, without any cancellation fee, and prepaid fees will be refunded.
18. Indemnification: I/we agree to indemnify and save harmless the School and its instructors from any and all claims, actions, suits, demands, and costs, including legal fees and other expenses, resulting from my/our negligence, misrepresentation or breach of this agreement.
19. Entire agreement: This agreement and its attachments constitute the entire understanding of the parties, and no other understanding or agreement exists between them. The School made no expressed or implied warranties or representations, other than those herein, to induce me/us into this agreement.
20. Severability: If any clause, sentence, phrase or statement in this agreement is found unenforceable or invalid by any Court of law, the remainder of the document shall remain enforceable and the invalid clause, sentence, phrase or statement shall be considered struck from the document.
21. Governing law: This agreement shall be governed by New Zealand law and I/we submit to the exclusive jurisdiction of the Courts of New Zealand for all purposes.

I/we acknowledge receiving a copy of this agreement and the Student Manual. I/we have read this agreement and I/we understand its contents. I/we agree to be bound by this agreement.

Student signature _____ Date ____/____/____

Student signature _____ Date ____/____/____
 (Or signature of parent or guardian if Student is under 18 years of age)

Signed for the School: _____ Date ____/____/____

Attachments:

International Taekwon-Do Glendowie
 Mark Banicevich, VI dan
 International Instructor and Examiner
mbanicevich@itkd.co.nz

International Taekwon-Do Glendowie

Additional member addendum

Only complete parts of this form where the information differs from the person named on the main agreement.
Complete as many of these forms as necessary.

Family name: _____ Given names: _____

Preferred name: _____ Title: *Mr / Mrs / Miss / Ms / Dr / Other* _____

Telephone _____ W: (09) _____ M: 02 _____

Email: _____ Gender: *M / F* Age: _____

Email 2: _____ Date of birth: ____ / ____ / ____

Occupation: *Student / Preschooler* Height: _____ cm

Any medical conditions? _____

Any previous martial arts experience? *yes / no* Details: _____

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