

Program fee paid: Uniform received: Initials:

Dates:

# STEELE CREEK MARTIAL ARTS

### 10720 S. Tryon St. Suite M Charlotte, NC 28273

980.498.2336 · steelcreekmartialarts@outlook.com

## Day Camp Registration and Agreement

	*Must be completed by		
First Name:	Last Name:		Date:
Home Phone:	Cell Phone:	Wo	rk Phone:
Address:			
	(Street address, cit	ty, state, zip code)	
Email A	ddress:		
Day Camp Prog	ram Includes:		included in Membership: , Date of Birth, School Name)
<ul> <li>All-day camps during Teacher Work Days, 7 am - 6:30 pm</li> <li>Winter Camp &amp; Spring Camp, 7 am - 6:30 pm</li> <li>All-day camps during most Federal Holidays except Memorial Day, Thanksgiving Day, Christmas Day, New Year's Eve and Day, Labor Day, and Veterans Day and various days to accommodate repairs &amp; maintenance as needed throughout the year.</li> <li>Daily Martial Arts Class (2 classes per week minimum to remain in the program) Homework assistance Monday - Thursday</li> <li>Outdoor activities and adventures</li> </ul>			

#### Waiver and Release

I do hereby agree to participate in the SCMA (referred to as "Company") located at 10720 S. Tryon St. Charlotte NC. The responsible party must read the entire agreement before signing

I understand that during participation in SCMA events and activities, one may be exposed to physically and psychologically stressful and challenging situations. Including but not limited to, risks and dangers inherent in the action itself, exposure to forces of nature, motor vehicle travel, and possible accident or illness.

I have advised SCMA and their staff of any special needs of the participant or activities from which the participant should be restricted.

I understand that, although precautions have been taken to provide proper organization, supervision, instruction, and equipment for each activity. It is impossible to guarantee absolute safety. I hereby assume all risks and danger and will hold harmless STEELE CREEK MARTIAL ARTS, their officers, agents, and employees, and all groups and persons connected herewith, from all actions, causes of actions, suits, and any claims, demands, and liabilities whatsoever, both in law and equity and or any of their respective officers, agents, and employees. In connection with participating activities, except in cases of gross negligence.

The terms here of shall be binding on my execution, heirs, administrator, and assignees, and shall serve as an assumption of risk and general release for the participant while participating in activities hosted by STEELE CREEK MARTIAL ARTS (SCMA)

#### Terms:

- The program is based on a nine-month school year
- Payments are to be received in advance before services are rendered.
- Fees are **NOT prorated** for illness or vacations, they remain the same for the entire school year. regardless of absences
- Students are to be picked up no later than 6:30 pm, Monday through Friday. The respective accounts will be subject to an additional fee of \$15 for every 15-minute interval past 7:00 pm (After School personnel leave at 7 pm)
- Spring and Winter Camp is provided from 7 am 6:30 pm for all After School Program members at no additional fee (camps are included in the weekly after-school program rate)
- Martial Arts testing is mandatory in a reasonable amount of time. If students do not progress reasonably, they will not be eligible to remain in the program and will forfeit their spot. Color belt testing occurs typically on the second Friday of each month, although makeup tests are sometimes available and Private testing is Always available for an additional fee.
- Tuition and testing fees (if eligible and/or applicable) are due and must be paid on or before 2 days before the date services are provided, regardless of Student's absence, or major holidays. and/or school holidays.
- Registration fees, tuition, equipment, uniforms, weekend camps and events, and birthday parties. testing fees and private lessons are non-refundable.
- To terminate the program I agree to provide the Company a thirty-day advance written notice along with the required termination fee and form, signed by the student and/or guardian and office manager (form is available, and must be completed through the Company office). There are no pro-rating or refunds upon program cancellation.
- Once enrolled in the program I understand that the fee is required for each week of the school year, in full. This is to guarantee placement in the program.

To participate in our After-School Program the account must be set up on an Auto Draft program. We accept all major credit cards and debit cards. Payments are due NO LATER than the close of business on the Friday before the week of After School begins Failure to pay the account on time may result in your child not being picked up to participate in the program (a notice will be emailed prior), once the account is in default. This includes all declined payments All declined or insufficient fund payments are subject to a \$25.00 processing fee.

I understand that I will not receive a courtesy bill reminder, and that tuition is to be received by the due date Returned checks will result in a \$35.00 penalty fee (for non-membership/program fees), Be advised that it is the Student's and the Parent's / Guardian's responsibility to make sure payment is received on time

I acknowledge that the student membership may be canceled at any time, without notice, for the account becoming delinquent or not following procedures outlined in this agreement and the Student Manual, as well as any breach of the Zero-Tolerance items and behaviors listed in the Student Manual

Declined payments are to be resolved before the child attends the program. Failure to resolve a past due account will result in the child not being picked up from their designated school Delinquent accounts. for services rendered, will be turned over to a collection agency All fees are subject to an annual increase due to the cost of living adjustment upon membership/program renewal.

Bi-weekly Auto Draft:		Monthly Auto Draft:		
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Please Initial here to confirm your understanding of the above paragraph:

In exchange for participation in the activities offered by Steele Creek Martial Arts and/or use of the property, facilities, and services I agree for myself and (if applicable) for the members of my family to the following

Agreement to follow directions I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Steele Creek Martial Arts, or the employee's representatives or agents of Steele Creek Martial Arts

Assumption of the risks and release I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility, regardless of negligence on the part of Steele Creek Martial Arts for personal injury to myself and (if applicable) my family members and further release and discharge Steele Creek Martial Arts for injury, loss or damage arising out of my family's use of or presence upon the facility of Steele Creek Martial Arts, whether caused by negligence or by the fault of myself, my family. Steele Creek Martial Arts or other third parties.

<u>Indemnification</u> I agree to indemnify and defend Steele Creek Martial Arts against all claims, causes of action, and damages. judgments, costs, or expenses including attorney fees and other litigation costs, which may in any way come from my or my family's use of or presence upon the facilities of Steele Creek Martial Arts

<u>Fees</u> I agree to pay for all damages to the facilities of Steele Creek Martial Arts caused by any negligent, reckless, or willful actions by me or my family

Applicable Law Any legal or equitable claim that may arise from participation in the above shall be resolved under North Carolina law

<u>No Duress</u> I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my legal counsel review this Agreement if I so desire. I further agree and acknowledge that Steele Creek Martial Arts has offered to refund any fee I have paid to use its facilities if I choose not to sign this Agreement

<u>Arms Length Agreement</u> This agreement and each of its terms are the product of an arm's length negotiation between the Parties in the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against a party based upon their status as the drafter or a specific term. language. or provision giving rise to such ambiguity

<u>Enforceability</u> The invalidity or unenforceability of any provision of the agreement, whether standing alone or as applied to an occurrence or circumstance shall not affect the validity or enforceability of any provision of this agreement or any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this agreement

<u>Dispute Resolution</u> The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties If the matter is not resolved by negotiation the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation following any statutory rules of mediation If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution under any other rights and remedies afforded to them by law.

I agree to allow photos and videos of myself and any family members to be posted privately and/or publicly by Steele Creek Martial Arts. Photos may be utilized for promotional purposes via Social Media Print. Internet and any other media formats Please note the Medical Release Addendum is attached outlining any medical issues that limit the participant's ability to fully engage in regular program activities outlined in the Student Manual

I,

I have read and executed this Waiver and Release on

Signature of Student or Parent/Guardian if under the age of 21

Signature of Company Representative

#### STANDARD MEDICAL RELEASE FORM

The following information will allow any Steele Creek Martial Arts representative (Instructor/Counselor) to make adequate provision for the possibility of a medical emergency arising during any activity or event.

Student Name:		Date of birth:	
Student Name:		Date of birth:	
Parent/Guardian Name:		Primary Phone Number:	
Parent/Guardian Name:		Primary Phone Number:	
	Emergenc	ey Contacts	
Name:	Relationship:		Phone:
Name:	Relationship:		Phone:
Name:	Relationship:		Phone:
Insurance:			Health:
Name of Insurance company:		Food or Drug sensitivit	ies:
Policy Number:		Physical Limitations:	
Phone number:		Pre-existing Conditions:	
ME	DICAL CONSEN	T/AUTHORIZATION:	
In case of an accident or serious illi	ness, I request that	a Steele Creek Martial Arts	representative contact me

immediately. If I cannot be reachable I hereby authorize an SCMA representative to seek emergency medical treatment with a health care dispenser or hospital or initially by the SCMA representative, if necessary.

I authorize Steele Creek Martial Arts to administer any medications that I leave in their possession for my child, with the specified directions/indications, left for its use. No medications will be administered other than those that are specifically left in their care

Parent/Guardian	Signature:
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Date:

**Enrollment Agreement** 

Tuition:	Down Payment:
Program:	Remaining balance:
<b>.</b> .	a Monthly/Twice Monthly payment plan in the amount of bsequent installments due on the same day of each consecutive Period until paid in full.
	Payment Authorization
I authorize Steele Creek Martial A	rts to deduct from my credit card/bank account reflecting upon the information stated in the below payment information:
Credit Card Type:	
Credit Card Number:	Card Holder Name Printed
Expiration Date:	
Security Number:	Card Holder Signature

\*\*PLEASE DETACH THE FOLLOWING GUIDELINE SUMMARY AND RETAIN FOR YOUR RECORD\*\*

#### STEELE CREEK MARTIAL ARTS After School Program Guideline Summary:

Please note that if your child will not be at school for afternoon pickup we sincerely NEED to be notified, as soon as possible. We must be informed of any illness your child/ren may have so we may contact other parents to inform them of a possible contagious illness. We serve South Carolina Schools and North Carolina Schools. Therefore, the schedules for pick-up and school closing are different. Please keep this in mind when reading information concerning schedules. Please ask a staff member about pickup as procedures and pickup may be limited while on Covid restrictions.

CONTACT INFORMATION: Office Number: 980-498-2336 Email: steelcreekmartialarts@outlook.com Text messages will be sent out to the program participants from "210-00" Please "opt-in" to assure you receive these messages

- A water bottle or bottle of water for your child or a cup with their name on it must remain at the Dojang for the week.
- Due to various allergies, we do not provide food for the children. You may bring a snack for the week or a snack may be purchased from our snack cabinet.
- We strongly suggest they complete a class once it has started. Pulling a child out of class while it is in session highly disrupts the class.
- Uniforms are to be kept in their cubby all week and brought home on Fridays. Belts always
- remain.
- Cubbies need to be checked on Fridays to make sure they take everything home that is needed. Belts and safety gear should remain at Dojang in their cubby, at all times.
- Your child's name needs to be on EVERYTHING!!!! We cannot stress this enough. A permanent Marker needs to be used, you may borrow one from us if you do not have one
- Make sure your child has pencils and paper required for homework, we do not provide school supplies for the children. If your child does not have adequate supplies they may not be able to finish their homework while attending after-school

Color Belt Testing is typically scheduled for the 2<sup>nd</sup> Friday evening of each month (it may vary due to Holidays and events) or Saturday. A child must have the minimum required classes and all 4 stripes that represent each of the requirements that are needed for testing.

Each week we go over one of the four requirements (Breaking, Self-Defense, Poomsae, and Sparring Combinations) There is also a knowledge portion available in the Library in the Kicksite Portal and must be studied at home. Once the Master Instructor or an Instructor believes the student is ready for testing a testing form will be sent home for the child to fill out with their parent or they may complete it at the dojang.

Thank you so much for choosing STEELE CREEK MARTIAL ARTS for your child/ren! We are so excited to help them grow into AWESOME young men and women!