



## STUDENT APPLICATION

STUDENT NAME: \_\_\_\_\_  
FIRST MIDDLE LAST

ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

STUDENT DOB: \_\_\_\_\_ STUDENT SHIRT SIZE: \_\_\_\_\_

PARENT/GUARDIAN NAME: \_\_\_\_\_  
(IF APPLICABLE)

PHONE & EMAIL: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_  
NAME RELATIONSHIP

EMERGENCY CONTACT PHONE: \_\_\_\_\_

PREFERRED MEDICAL TREATMENT LOCATION IN CASE OF AN EMERGENCY?

\_\_\_\_\_

ALLERGIES/HEALTH CONDITIONS?

\_\_\_\_\_

*BY SUBMITTING THIS APPLICATION, YOU AGREE TO PAY THE MONTHLY FEE OF \$\_\_\_\_\_, DUE EACH MONTH ON THE 1<sup>ST</sup>. YOU ACKNOWLEDGE THAT FAILURE TO PAY THE MONTHLY FEE ON TIME WILL RESULT IN THE INABILITY TO ATTEND ANY CLASS UNTIL THE DUES ARE PAID IN FULL. YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A CONTRACT FOR A CERTAIN PERIOD OF TIME, BUT RATHER MONTH TO MONTH AND MAY BE CANCELLED AT ANY TIME. NO REFUNDS CAN BE ISSUED.*

SIGNATURE: \_\_\_\_\_  
NAME DATE



## **Membership Agreement, Non-Disclosure Agreement and Liability Waiver**

### **The Combat Factory**

**Address:** 6699 Old US Hwy 52 Unit 2 Lexington, NC 27295

**Legal Entity:** The Combat Factory LLC

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### **Membership Agreement**

#### **1. Membership Nature and Requirements:**

- The Combat Factory LLC (hereinafter referred to as "the Club") operates as a private, members-only martial arts training club.
- Membership is open to families, children, adults, professionals, athletes, and beginners, provided they adhere to the rules and regulations set forth herein.
- Only members & parents who have their children enrolled as members are permitted to enter the training hall. Members must sign this Membership and Liability Waiver prior to participation in any activities.
- For family memberships, the signing member represents and agrees on behalf of the entire family to accept and comply with all club rules.

#### **2. Fees and Subscriptions:**

- An annual membership fee of \$25 per person is required. This fee is non-refundable and payable yearly.
- The annual membership will renew on July 1<sup>st</sup> of each year.
- Membership does not grant participation in classes or facility use unless the member subscribes to a monthly training plan.
- Members who fail to maintain a current monthly subscription are prohibited from participating in classes or using the Club's facilities.

- Monthly fee is due on the 1<sup>st</sup> of every month. Unless you have submitted in writing or verbally a cancelation of the monthly subscription, monthly dues are required each month whether you have attended class or not.
- If cancellation of subscription comes after the 1<sup>st</sup> of the month, dues are still owed for that month and full access is given. Subscription cancellation will go into effect the 1<sup>st</sup> of the following month.
- It is required that you give us 35 days-notice before your next subscription payment. Should you give us less than 35 days-notice, then you will still owe the next upcoming subscription payment before your membership is cancelled. This membership rule is non-negotiable. So please, think and plan ahead when you decide to cancel your membership with us. No refunds will be given for any subscription payment made if it's requested less than 35 days to payment.
- Should your card be declined, frozen, blocked, or stolen and the payment cannot go through, then you as a member agree that you will pay the payment in order to fulfill your membership obligations. You will be given 10 calendar days to make the missing payment, or you will be fined \$5.00 per day after the 10 calendar days that it is late. This is also a rule that we cannot make exceptions. By signing this agreement, you acknowledge that should you quit your membership, and we have not collected the last payment, then you will receive a bill. Failure to pay will result in civil action.

### **3. Club Rules and Regulations:**

- As a private club, the Club's rules supersede general North Carolina laws concerning internal operations, within the bounds of legal compliance.
- Members acknowledge and agree to follow all club rules without exception. Violations may result in temporary suspension of club access; monetary fines; chores and cleaning duties assigned; or up to the immediate termination of membership without refund.
- Should your membership be terminated, you will be escorted off our property immediately by staff. Should you offer any resistance to this step, the police will be called and alerted that we are charging you with trespassing on private property. Any of your belongings that you are unable to collect upon termination will be delivered or shipped out to your address on file.

#### **4. Liability and Assumption of Risk:**

- Members acknowledge that martial arts training involves inherent risks, including severe injury or death.
- By signing this agreement, members agree to release and hold harmless the Club, its owners, instructors, subcontractors, guest teachers, other members, and any pets present on the premises from all liability for any accidents, injuries, or deaths occurring during participation or presence at the Club. Parents acknowledge, understand and accept that their children could be injured while present at the club, and assume all responsibility.

#### **5. Recording and Privacy:**

- Members consent to continuous video and audio recording while on Club premises, except in bathrooms and changing rooms. We have all areas under video surveillance for the protection of our members, but especially the younger children.
- Members grant the Club the right to use their images, videos, and recordings for marketing, research, or archival purposes without further consent or compensation.

#### **6. Sparring Waivers:**

- Members intending to spar outside of a class environment must sign a separate waiver for each session, detailing their intended level of aggression. Both parties must agree before sparring begins. As a club, we do not have specific requirements of safety equipment for any person above the age of 17, but we do encourage all safety equipment to be worn during the matches.
- Fight Nights are times set aside when guests are invited to come for a community event of fighting other martial artists from other schools. We insist that everyone be respectful at all times and that we treat each other with integrity, respect and honor. Behaviors outside of these expectations will result in immediate dismissal and you will be banned permanently from the property. No one under the age of 18 are allowed to participate in these community fight nights. Should any person act in such a way that we feel could be outside of the legal agreement, then the law enforcement will be notified, and charges may be filed against you.

**7. Dress Code:**

- Casual and modest attire is required during operational hours unless otherwise dictated by specific class requirements.

**8. Guest Policy:**

- Members may bring one guest per week, who must sign the temporary membership agreement before entering the training facility.

**9. Equipment and Facilities:**

- Members are liable for the full cost of repair or replacement of any equipment damaged due to negligence or misconduct.
- Restricted areas are off-limits to all members unless explicitly authorized.

**10. Non-Disclosure Agreement:**

- Members agree not to disclose any information about the Club's operations, policies, or incidents to non-members, media, law enforcement, or any third party without prior written consent from the Club. Members agree that this NDA stands legally for a 10-year period, even after their membership is no longer active. Members, guests of members, event guests, and any person who signs this Non-Disclosure Agreement agrees to the terms and are not allowed to share any information that would be deemed to be confidential, embarrassing or harmful to the club, it's owners, employees, teachers and other club members. Members are not permitted to spread rumors or gossip about other members. Any complaints about other members must be taken to club membership. We will not tolerate an environment that allows social bullying to take place.
- Violation of this clause will result in legal action, with a minimum penalty of \$10,000, plus attorney fees and additional damages as determined by the court. Children under the age of 17 who violate this agreement will put their parents or guardians at risk of being held responsible for their actions.
- This Non-Disclosure Agreement includes any violation in the form of writing, online/offline, verbal, video, audio and image photography or video recording, painted, drawn or illustrated images or examples that may violate this agreement.

#### 11. Legal Compliance:

- The Club adheres to all applicable North Carolina laws, ensuring compliance with constitutional rights to enforce this agreement.

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#### Acknowledgment and Acceptance

*I, the undersigned, acknowledge that I have read, understood, and agree to the terms outlined in this Membership, Non-Disclosure Agreement and Liability Waiver. I accept all risks and responsibilities associated with my membership and participation in activities at The Combat Factory LLC. I understand that my membership is contingent upon adherence to these terms and conditions.*

NAME PRINTED: \_\_\_\_\_ DATE: \_\_\_\_\_

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