



Date:

Member #:

# Membership Agreement

## Personal Information

Last Name:			First	MI
Address:				
Date of Birth:	Age:	Cell Phone:	Carrier:	
Email:				
Emergency Contact:				

## Member Information

### Membership Type:

- |                       |                       |
|-----------------------|-----------------------|
| Single Bronze _____   | Family Bronze _____   |
| Single Silver _____   | Family Silver _____   |
| Single Gold _____     | Family Gold _____     |
| Single Platinum _____ | Family Platinum _____ |

**Begins:**\_\_\_\_\_ **Ends:**\_\_\_\_\_

\*If this membership is paid in full at the time of joining, it will expire on the term listed above. After your membership ends, you must buy a new one if you want to rejoin. For all one year agreements, once the initial membership period ends, your membership automatically continues as a Monthly Membership, which you may terminate at any time if you send a written termination notice within 30 days.

**Initial Here:**\_\_\_\_\_

## Accounting:

Monthly Dues \$ \_\_\_\_\_  
Yearly Dues \$ \_\_\_\_\_  
Discount \$ \_\_\_\_\_  
Type of Discount \$ \_\_\_\_\_  
**Total Dues \$ \_\_\_\_\_**  
One Day Pass \$ \_\_\_\_\_  
One Week Pass \$ \_\_\_\_\_  
**Total Due Now \$ \_\_\_\_\_**

## Authorization:

AMEX \_\_\_\_\_  
MC \_\_\_\_\_  
VISA \_\_\_\_\_

Name as it appears on card:  
\_\_\_\_\_

Credit Card Number:  
\_\_\_\_\_

Exp Date: \_\_\_\_\_ CID: \_\_\_\_\_  
First Payment Date: \_\_\_\_\_

I hereby authorize my bank to make payment to Fountain of Youth Academy by the method indicated above and post it to my account.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Waiver of Liability - Signature

I have read and understand all terms and policies on this agreement. \_\_\_\_\_

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**IMPORTANT: THIS IS A LEGAL CONTRACT BINDING UPON YOU AND FOUNTAIN OF YOUTH ACADEMY. READ IT CAREFULLY AND OBTAIN LEGAL ASSISTANCE IF YOU DO NOT UNDERSTAND IT.**

1. **VOLUNTARY MEMBERSHIP.** I, the undersigned, acknowledge and state that I have voluntarily applied to join, to become a member of, and to participate in the activities of Fountain of Youth Academy.

2. **VOLUNTARY ASSUMPTION OF RISK.** I AM FULLY AWARE AND UNDERSTAND THAT, IN GENERAL, MARTIAL ARTS ARE A DANGEROUS, HAZARDOUS, AND POTENTIALLY DEADLY ACTIVITY. IN PARTICULAR, I AM FULLY AWARE AND UNDERSTAND THAT, BY BECOMING A MEMBER OF FOYA, I AM GOING TO BE INSTRUCTED IN AND PARTICIPATE IN MARTIAL ARTS AND BE EXPOSED TO EXTREMELY DANGEROUS AND HAZARDOUS ACTIVITIES. FURTHERMORE, I AM ALSO FULLY AWARE AND UNDERSTAND THAT ENGAGING IN ANY PHYSICAL FITNESS PROGRAM CAN BE DANGEROUS AND THAT I WILL BE EXPOSED TO FITNESS EQUIPMENT AND FACILITIES THAT HAVE THE POTENTIAL TO CAUSE ME SERIOUS PHYSICAL INJURY. IN BECOMING A MEMBER, I VOLUNTARILY ASSUME ANY AND ALL RISKS OF DEATH, INJURY, OR DAMAGE OF ANY KIND WHATSOEVER THAT ARE IN ANY WAY CONNECTED TO MY MEMBERSHIP IN, INSTRUCTION BY, OR PARTICIPATION IN ANY ACTIVITIES CONDUCTED OR SPONSORED IN WHOLE OR IN PART BY FOYA TO THE FULLEST EXTENT OF THE LAW. MY VOLUNTARY ASSUMPTION OF THESE RISKS SHALL BE VERIFIED BY PLACING MY INITIALS HERE.

**RELEASE OF LIABILITY.** In consideration for being: (a) accepted as a member of FOYA; (b) instructed in and about martial arts by FOYA; (c) entitled to participate in any and all of the activities conducted or sponsored in whole or in part by FOYA; and (d) permitted to use any and all FOYA facilities and equipment in connection with FOYA, its activities, or otherwise (referred to hereinafter collectively as the "Activities"), to the fullest extent possible, I hereby fully and forever release: (a) Fountain of Youth Academy, its affiliated organizations, and their successors, assigns, officers, directors, members, agents, employees, insurers, representatives, and attorneys; and (b) any and all manufacturers, distributors, wholesalers, suppliers, and/or retailers of FOYA facilities of the equipment that I may use in connection with any and all activities conducted and/or sponsored in whole or in part by FOYA from any and all claims, actions or causes of action, damages, demands, costs, expenses, losses, and attorneys' fees of every kind and nature, which I have, or may claim to have arisen out of or are related to the activities. I agree that foregoing release shall be binding on my heirs, distributes, guardians, executors, administrators, successors in interest and legal representative. It is my intention that this release will be effective to bar all claims, demands, controversies, causes of action, liabilities, costs, expenses, attorneys' fees, and damages whatsoever character, nature and kind, known or unknown, suspected or unsuspected, arising out of or related to the activities.

My voluntary agreement to the release of liability shall be verified by placing my initials here. \_\_\_\_\_

3. **CHOICE OF LAW, VENUE, JURISDICTION.** In further consideration of the activities, I agree to the following:

- (a) My membership and membership application, the foregoing voluntary assumption of risk, and release shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to conflict laws provisions thereof; (b) in the event of any dispute or controversy of any kind whatsoever arising out of my membership and membership application, the foregoing voluntary assumption of risk and release, or the activities, the venue for any legal action arising from or related to such dispute or controversy shall be the appropriate court of St. John's County state of Florida.
- (c) To the fullest extent possible, I waive any right to a jury trial;
- (d) I hereby waiver the right to assert the doctrine of forum non convenient or similar doctrine or to object to venue;
- and (e) I hereby consent to the personal jurisdiction within St. John's County state of Florida.

My voluntary agreement to each of the foregoing sub-paragraphs shall be verified by placing my initials here. \_\_\_\_\_

4. **HEALTH ADVISORY AND CONDITIONS.** I hereby acknowledge and understand that the performance, practice, and utilization of the FOYA's instruction involve extremely strenuous physical activity, and that I have been advised to consult a physician before commencing and undertaking such activity. I hereby represent that to the best of my knowledge, I am in good physical health and condition, sufficient to undertake the activities and practices constituting FOYA's instruction as it has been described and demonstrated to me by FOYA.

5. **KNOWING AND VOLUNTARY EXECUTION.** I hereby declare that I have carefully read this Release from Liability, and that I fully understand the meaning and importance of its contents. I acknowledge that this Release is a binding contract among FOYA, the Suppliers, and me, and that under this contract I am releasing FOYS and the Suppliers from all liability for claims I may have against them. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this contract, and that I am signing this contract of my own free will and accord. Initial \_\_\_\_\_

6. **PAYMENT.** In the event of any dispute arising from Member's failure to pay membership dues or any other money due to FOYA, the prevailing party shall be entitled to recover all actual attorney's fees and costs incurred in connection therewith.

TO: Fountain of Youth Academy

FROM: \_\_\_\_\_  
(Name of Applicant)

DATE: \_\_\_\_\_

RE: RELEASE OF LIABILITY REGARDING COMMUNICABLE DISEASES

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In consideration for being: (a) accepted as a member of FOYA; (b) instructed in and about martial arts by FOYA; (c) entitled to participate in any and all of the activities conducted or sponsored in whole or in part by FOYA; and (d) permitted to use any and FOYA facilities and equipment, in connection with FOYA, its activities, or otherwise (referred to hereinafter collectively as the "Activities"), to the fullest extent possible, I hereby fully and forever release: (a) FOYA, its affiliated organizations, and their successors, assigns, officers, directors, members, agents, employees, insurers, representatives and attorneys; and (b) any and all manufacturers, distributors, wholesalers, suppliers, and/or retailers of the FOYA facilities of the equipment that I may use in connection with any and all activities conducted and/or sponsored in whole or in part by FOYA, from any and all claims, actions or causes of action, damages, demands, costs, expenses, losses, and attorneys' fees of every kind and nature, which I have, or may claim to have arisen out of or are related to arising out of or resulting from the transmissions of a communicable disease or failure to perform services which were either intended to or assumed to prevent communicable diseases or their transmissions to others. I agree that the foregoing release shall be binding on my heirs, distributees, guardians, executors, administrators, successors in interest and legal representatives. It is my intention that this release will be effective to bar all claims, demands, controversies, causes of action, liabilities, costs, expenses, attorneys' fees, and damages of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, arising out of related to the activities and/or transmission of a communicable disease or failure to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others. As such, I expressly waive any and all rights and benefits. This agreement will be governed by the laws of the State of Florida.

My voluntary agreement to the foregoing release shall be verified by placing my initials here. \_\_\_\_\_