



Factum CrossFit & Mixed Martial Arts Participant Training Agreement

Participant Name: _____ DOB ____/____/____

Address: _____ City: _____ State: _____ Zip: _____

Billing Name: _____ Relationship: _____

H- Phone (____) ____ - ____ Cell Phone: ____ - ____ - ____ E-mail: _____

<p>Membership Type</p> <p>Ongoing Term Term Ongoing</p> <p>Down Payment: \$ _____</p> <p>Number of Payments: <u> Ongoing </u></p> <p>Program Begins: ____/____/____</p> <p>Program Ends: <u> Ongoing </u></p> <p><u> 30* </u> days notice to cancel agreement</p>	<p>Tuition Detail</p> <p>Factum Mixed Martial Arts, Inc. agrees to provide the selected program and the undersigned agrees to make monthly { \$ _____ \$85.00 (after tax) _____ }</p> <p>Made payable to Factum Mixed Martial Arts, Inc. with the 1st payment due on: { ____/____/____ }</p> <p>and each subsequent payment due on the same day of each consecutive month. A late charge is assessed to your account if payment is not received on the date indicated above.</p>
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CREDIT/DEBIT CARD
I authorize Factum Mixed Martial Arts, Inc to charge/debit \$ \$85.00 (After Sales Tax) to my card each month on the due date indicated above.

Card # _____ Exp: ____ / _____

Signature _____

Cardholder's Billing Address (if different) _____

I have read all the terms set forth on both sides of this agreement and acknowledge full responsibility to the terms and conditions stated herein as required for members.

Approved By: _____ Participant: _____

Date: _____ Parent or Guardian: _____

ADDITIONAL TRAINING AGREEMENT TERMS & CONDITIONS -

If Factum CrossFit and Mixed Martial Arts ceases operation and fails to offer an alternate location within five miles, no further payments under this contract shall be due to anyone, including any purchaser of any note associated with or contained in this contract. This facility does not offer paid-in-full memberships. The services can only be paid for by installments.

Failure to attend class does not signify or imply notification to cancel this agreement

Participant's failure to continue classes during the notification or program period does not relieve the obligation to pay the remaining balance in full.

Undersigned assumes all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges, that may be incurred for default payments.

Factum Mixed Martial Arts, Inc. may make any modifications in the class schedule as deemed necessary. Such modification does not relieve the undersigned of their payment obligations under any circumstances.

We may close Factum Mixed Martial Arts on holidays, for the purpose of special events, and a period not exceeding four weeks per year for necessary maintenance and other purposes without affecting scheduled fee payments.

Factum Mixed Martial Arts and those acting under its authority reserve the right to use photographs, videotapes, artwork or other likenesses of the participant for marketing trade publishing or any other lawful purpose without compensation to the undersigned.

In consideration of the training obtained, participant agrees not to engage in martial arts teaching practices within a twenty mile radius of the facility, or any other school associated with the school's administrators, for a period of 2 years following disassociation with the school, without written permission. Should a court find this too restrictive, participant agrees a court of jurisdiction shall modify this provision to the extent as to make it enforceable.

Full payment of tuition fees does not guarantee any sort of certification

Membership is non-cancelable and non-transferable except as state herein

Participant's failure to attend scheduled classes relieves the obligation of the school to provide lessons after the program end date.

Undersigned authorizes the use of a disclosed e-mail address for billing or other purposes and acknowledges that e-mail text may include financial information pertaining to the membership.

***30-DAY CANCELLATION** - Member agrees to pay one additional month's membership upon signing Factum Mixed Martial Arts, Inc. cancellation request as per our 30-day cancellation policy. Member may continue to use Factum Mixed Martial Arts, Inc. facility for an additional 30-days after the next scheduled payment. For instance - if member signs cancellation on April 3rd, but has a scheduled payment for April 14th, member may continue using membership until May 14th.

ONGOING MEMBERSHIPS - Cancellation by participant requires the completion of an authorized Factum Mixed Martial Arts, Inc. cancellation form which can be obtained by request. The membership is cancelled when all payments due within the specified notification period are paid in full. . The participant retains membership rights and privileges until the ongoing memberships providing advance notice equal to the cancellation notice state herein. Factum Mixed Martial Arts may terminate this Agreement immediately at any time for cause including but not limited to violation of any Factum Mixed Martial Arts policies, procedures or rules.

WAIVER OF LIABILITY - Participant represents that (s)he is in good physical condition, is not suffering from any heart, lung or other bodily ailment and is in all respects physically fit to engage in the training or course.

Participant has been advised that strict observance of the rules and regulations relative to training is mandated and may include the use of protective equipment. Factum Mixed Martial Arts does not warrant that the protective equipment will completely eliminate the possibility of accident, injury or death but will substantially reduce the risk of accident, injury or death.

Physical contact will be used by employees of the school, other participants and authorized individuals, as a part of the course of instruction. Participant has been advised of such fact and gives full consent to any physical contact as may be required or customary to martial arts or other training.

In recognition of the possibility of accident, injury or death connected with martial arts or fitness training, participant (or guardian) waives any right or cause of action of any kind arising as the result of such activity from which any liability may or could accrue to Factum Mixed Martial Arts, its officers, agents, employees, instructors and/or participants. Participant (or guardian) also indemnifies Factum Mixed Martial Arts Inc et. Al for the same

CONSUMER PRIVILEGES - If participant becomes disabled for at least six (6) months during the membership terms, you have the right to an extension of this agreement. A letter must be submitted to Factum Mixed Martial Arts from the participants explicitly stating medical condition and estimated time unable to participate in the martial arts program.

You may cancel this agreement if the participant changes residence more than 25 miles from the school. Cancellation under this section requires written proof of new permanent address, phone number, and name and address of new employer. Cancellation is effective the date of move or upon official notification to Factum Mixed Martial Arts, whichever is later. A residence investigation will then be conducted.

If participant becomes deceased, you shall be relieved of further obligation under this agreement not then due and owing

CONSUMER NOTIFICATION - 3rd party billing companies are authorized agents to bill and collect participant fees on behalf of the school. Factum Mixed Martial Arts may refer an account to a collection agency or attorney's office for debt collection and/or credit reporting