



Horizon Muay Thai Training Systems

MEMBERSHIP AGREEMENT

On this date, the undersigned individual (hereinafter “the Member”) hereby purchases a membership (hereinafter “Membership”) from Horizon Muay Thai Training Systems (hereinafter “the School”), subject to the following terms and conditions and obligations set forth herein.

This Membership is a license for Member to use the facilities and services of the School during the Membership term. “The School” reserves the right to make changes to the type or quantity of classes and the hours of operation at any time. As a further condition of the Membership, Member agrees to follow all posted Rules and Regulations of the School. Member agrees that the School may revise the Rules and Regulations, from time to time, at its sole discretion, which shall become effective upon posting at the School.

Date			
Member Name			
Address		City, State, ZIP	
Email		Phone Number	

Type of Membership

Member elects membership term:

	One-month commitment
	3-month commitment / membership
	6-month commitment / membership
	1-year commitment / membership
	Ohana Plan
	Other:

Cost of Membership

Member agrees to pay:

+ Membership Dues

+ Monthly EFT **

= Total Contract Price

** Every _____ day of the month

Payment Method: _____

HMT REP: _____

At the end of the initial term, this Membership shall renew automatically as a month-to-month Membership at monthly membership rate of \$_____ per month until Member gives the School a 30-day written notice of cancellation by method described in this agreement. After the initial term, the School may increase the Membership Fees upon 30-day notice.

(Initial)

Member hereby authorizes Member's bank to charge Member's account and authorizes the School to automatically charge the account below in the amount of \$_____ (monthly membership dues), plus all other amounts owed as agreed herein. Member also authorizes the School to issue to bank any new information on the below account or new bank info given to the School by Member.

(Initial)

Member agrees to renew membership or package plan no later than one day following the last date of membership agreement. If a Member participates in a class with an expired membership plan, Member agrees to pay a **penalty fee of \$20.00** in addition to the class dues.

(Initial)

Member agrees to pay a **late fee of \$20.00** in addition to the monthly installment payment for any and all payments which are returned, delayed, interrupted, or denied by the bank for any reason after the date due. Member agrees that the School shall automatically include such late charge to that month's or any succeeding month's authorized Electric Funds Transfer.

(Initial)

Member must keep the School informed of any change in Member's banking or credit card information and notify the School at least 5 business days prior to the member's billing date.

(Initial)

RULES AND REGULATIONS As a further condition of the Membership, Member agrees to follow all the posted Rules and Regulations of the School. Member agrees that the School may revise the Rules and Regulations, from time to time, at its sole discretion, which shall become effective upon posting at the School. Personal training sessions purchased will expire one year from date of purchase. No refunds will be given for sessions unused.

AGREEMENT AND NOTICES Member agrees that this is the sole agreement between the parties. No oral modifications are valid.

REFUNDS There will be no refunds of Membership Dues or any other fees.

TRANSFER OF MEMBERSHIP This Membership may NOT be transferred to another member.

ASSIGNMENTS This agreement may be assigned by School without notice to Member. Member agrees that personal property shall not be left at the School after close of business. Member hereby transfers all right, title and interest to any personal property left on the premises. Member waives any notice for the School to sell, transfer or dispose any such personal property. Member agrees that the School is not responsible for any lost or stolen property.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY Member acknowledges that he/she has no physical impairments and that the activities offered by the School inherently involve the possibility of injury, financial loss or death. Member knowingly and voluntarily assumes the sole risk, liability and the full responsibility for such injury, financial loss or death resulting from use of the School's facility, equipment and/or instruction, even if such injury is caused by negligence.

As additional consideration for this Membership, Member does hereby for Member, Member's heirs, executors, administrators, successors and assigns, release, acquit and forever discharge the School, Horizon Muay Thai Training Systems, its employees, agents, contractors, trainers, principals, servants, executors, administrators, successors, insurers, insurer's agents, and all other persons, firms, corporations, associations and partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, whether known and unknown, foreseen or unforeseen anticipated or unanticipated, which the Member may have or which may hereafter accrue on account of or in any way growing out of the use of the School, its facilities or its courts including any injury, financial loss or death, by Member or guest.

Member declares that this agreement contains the entire agreement between the parties and that the terms are contractual and not merely recitals. Member is of legal age and capacity and willingly enters into this agreement. Member has read and understood all of the provisions of this agreement and agrees to be bound by them.

If any provision is found to be invalid or unenforceable, the remainder will remain valid and enforceable. Any disputes hereunder will be interpreted in accordance with Hawaii law with venue in Maui County.

Member agrees to accompany at all times any minor child while using school facilities. It is the responsibility of the Member to provide active supervision for any minor child brought into the School. Member agrees to the same above terms for any minor child brought into the School.

CANCELLATION POLICY Member agrees that he/she is purchasing a Membership plan with Horizon Muay Thai Training Systems and not with an individual instructor. No refunds will be given for any reason for any month commitment membership purchases.

Member may cancel a month-to-month membership and must notify the School within a 30-day notice. Failure to notify the School in advance will result in an automatic payment on the next scheduled payment date. *Any plan cancellation request before the term end date is **subject to a 35% cancellation fee per remaining month(s)**.*

To cancel this agreement, Member must deliver a letter which states that you, the buyer, are cancelling this agreement, or words of similar effect. The notice shall be delivered to, Horizon Muay Thai Training Systems at 381 Huku Li'i Place, Kihei, HI 96753.

AUTHORIZATION

Member Print Name

Member Signature

Date

HMT Representative

Date