



COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK AND MEDIA RELEASE

Participant's Name:	Address:
Primary Telephone:	Primary Email:
Class Attended / Age (if under 18):	
How did you hear about Elements Academy?	
Please note any injuries or health concerns:	

IN CONSIDERATION of permission granted now or in the future by **Elements Academy** to use the facilities and enroll in classes at **Elements Academy**, and agree and acknowledge:

- In agreement:
 - "Participating in" means going to, coming from, before, after or during.
 - "The activities" include but are not limited to the following sporting and recreational activities, either collectively or individual:
 - Participating in classes and/or workshops
 - Voluntary sparring
 - Self training
 - In house demonstrations
 - Words in the singular form shall be construed to include the plural and vice versa as the context requires.
- I release **Elements Academy** from all liability and waive as against **Elements Academy** all recourses, loss of damages, including any consequential damage or loss, claims, causes of action of any kind whatsoever and I voluntarily accept the legal risk, thereby expressly giving up any right of action, and the physical risk rising from all liability whether such liability arises in contract by reason of negligence, or by reason or breach of duty raised by statute, or in any other manner whatsoever.
- I further acknowledge and agree:
 - That the activities can be dangerous, exposing participants to risks and hazards, some of which are inherent in the very nature of the sport or exercise itself, others which result from NEGLIGENCE OR FAULT on the part of the persons involved in preparing and organizing or staging of the activities.
 - That, as a result of the aforesaid risks and hazards, I as a participant may suffer personal injuries, even death, as well as property loss;
 - That some of the aforesaid risks and hazards are foreseeable but others are not;
 - That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards and that, accordingly, my use of the facilities while participating in any of the activities shall be entirely at my own risk;
 - That I understand that **Elements Academy** assumes no responsibility or liability whatsoever for my safety while I am participating in any of the activities;
 - That I have carefully read the "COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK", that I fully understand the same and that I am freely and voluntarily executing same;
 - That I understand that by signing this Release, I will be forever precluded from suing or otherwise claiming against **Elements Academy**, for any loss or damage connected with any property loss, personal injury, or death I may sustain while participating in any of the activities whether or not such loss or injury is caused solely or partly by the NEGLIGENCE OR FAULT OF **Elements Academy**;
 - That I understand that **Elements Academy** does not permit me to use the facilities now or in the future unless I sign the "COMPLETE RELEASE, WAIVER OR CLAIM AND ASSUMPTION OF RISK" applies to all of the activities, whether occurring in the near or distant future and that the terms of this Agreement need not be brought to my attention each time I am participating in any of the activities in order to be effective;
 - That this "COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK" is binding on myself, my heirs, my executors, administrators, personal representatives, and assigns.

INITIALS: _____

MEMBERSHIP AGREEMENT

This Contract is made subject to these terms:

- I grant to **Elements Academy**, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize **Elements Academy**, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Elements Academy may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web/social media content.
- I have read and agree to adhere to the Member Policies of **Elements Academy** as found on their website and at the studio, also available via email upon request.
- I am aware that belt promotions are not guaranteed but are up to the individual's personal progress. Grading fees are charged in addition to membership fees.
- I understand there will be no refunds or credits given beyond the first day of class during the 3-month introductory membership term.
- I understand all payments received later than 30 days from the due date are subject to a \$35 late charge. NSF cheques are also subject to a \$35 surcharge.
- I understand that I am required to give 30 days notice to **Elements Academy** in writing to cancel my membership at any time. By failing to give 30 days notice I agree to being charged for one month's membership.
- I understand that I can pay my membership fees through the credit card payment link on my invoice, by cheque or e-transfer by or on the 1st of each month and that failing to do so will result in my credit card being charged immediately thereafter.
- I will provide a valid credit card number to **Elements Academy** and ensure this information is kept up to date. I understand this credit card will be used to pay for fees relating to my membership, including but not limited to late and cancellation fees, if I do not provide an alternate form of payment by all due dates.
- I have read and understand this Agreement fully and agree to comply with its terms.

"WARNING": By signing this document, you give up your legal rights. This document contains onerous and unusual clauses - read thoroughly and carefully before signing.

Dated at Vancouver, this _____ day of _____, 20____.

Student's Signature (or Buyer's, if student is under 18)

Print Name



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