

Young Ung Academy Martial Arts L.L.C

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MEMBER ENROLLMENT AGREEMENT

This Agreement is made and entered into between YOUNG UNG ACADEMY MARTIAL ARTS LLC registered under the laws of Dubai (hereinafter referred to as the First Party/School) and:

Mr Ms

First name Last name

Email Mobil phone

Emirates ID No Date of Birth

Passport No (hereinafter referred to as the Second party)

residing in the UAE with residential address

WHEREAS the First Party teaches classes in Martial Art Taekwondo and related disciplines (eg. Self-protection, Kimoodo, acrobatics) with training staff designated exclusively by the First Party and

WHEREAS the second party signed this agreement to acquire training from the First party on Martial arts;

WHEREAS, both parties have expressed willingness to enter into a formal Member Enrollment Agreement.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed as follows:

Second Party understand that under the terms of this agreement, the First Party obliges itself to furnish with competent instructors/trainers and suitable facilities for teaching lessons of Martial Arts. All class sessions are supervised by qualified personnel trainers in the procedures and traditions of Martial Arts.

The Second Party hereby confirms that he/she is physically fit to receive and participate in the prescribed course of instruction and traditions of Martial Arts.

The Second Party understand and agree that the First Party/School will not be held liable for any sort of injuries, damages, etc., not caused by or resulting from the negligence of the trainers, instructors, owners, operators, employees, or persons in charge of the First Party/School.

The Second Party hereby agrees to release and will hold harmless and fully indemnify the First Party, trainers/instructors and its representatives and/or school for any claims or judgments which might arise in any way from any and all claims or causes of action relating to any injury caused by him/her to a third party or property, which may occur from his/her participation in the said program.

In the event that any person or entity asserts a claim against the First Party, trainer/instructor, its representatives, and/or school, relating to Second Party's injury if any or damage arising from participation in said program,

First Party shall appoint an attorney to represent its interests and Second Party shall pay the entire attorney fees, payments, court expenses, expert fees, deposition costs, judgment amount and related litigation expenses, including but not limited to appeals and appeal bonds, within thirty (30) days after written demand by the First Party.

The Second Party understands that he/she participation in the physical activities of the program as per this agreement is at his/her own discretion, and Second Party is expected not to exceed his own physical limitations. The Second Party shall inform the First Party/trainer/instructor/school of any and all history of medical disabilities and any condition of which he/she suffers or has suffered.

The Second Party hereby undertakes that he/she will faithfully comply with all the rules and regulations of the First Party/school and the traditions of the Martial Arts.

The Second Party hereby agrees that as per this agreement he/she is entitled to take training only at the location specified in this agreement and that too during the allotted time only.

The Second Party shall not have any right to choose the trainers and the First Party is free to choose the trainers and design the course.

The Second Party is fully liable for the fulfillment of the contractual obligations as mentioned in this agreement. The Second Party hereby declares that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise.

The Second Party warrants that any type of Martial exercise would not be detrimental to his/her health, safety, comfort, well-being, or physical condition.

The Second Party hereby declares that he/she is not suffering from any kind of health-related issues in the past or at the time of signing this agreement.

The Second Party hereby agrees that failure to complete the lessons does not relieve him/her of his/her obligation to pay the training fees in full.

The undersigned Second Party agrees to receive and participate in and the school agrees to teach the martial arts lessons, as per the time table issued by the First party from time to time.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Martial Arts training provided by the First Party to the Second Party and represent an integral part of this agreement.

A membership cum location access QR Code will be provided to the Second party by the First Party for the contract period.

First party, their trainers and members of staff are authorized to stop Second Party from performing Martial Arts if in their opinion the Second Party is practicing in a manner that may result in personal injury and/or others. The Second Party must abide by the guidance given by the First Party or by his/her Trainer from time to time.

Even though all possible precautions are taken to maintain safety standards by the First Party, all equipment and facilities are used entirely at the Second Party's own risk. Any malfunction of equipment noted should be reported to the First Party/ member of staff as soon as it is noticed.

For safety and hygiene purposes, no eating is allowed in any areas not so designated.

The Second Party shall not use the facilities whilst under the influence of alcohol, narcotics or other mood-altering substances.

The training area and First Party's premises operate a strict no smoking policy. Second Party shall require wearing the school Material Art Suit while exercising and to dress modestly during the training sessions.

If the Second Party has become disabled for at least three (3) months during the period of this agreement and that disability is confirmed in writing by a physician, Second Party have a right to freeze the membership period and seek an extension of the contract period for the disabled period.

FEES

The initial registration fees for admission is AED [REDACTED]

The first month [REDACTED] has to be paid adjusted to the rest days of the month with the amount of AED [REDACTED]

The regular training fees for my hereby contract period of **3 months** ☐ **6 months** ☐ **12 months** ☐ are AED [REDACTED] / per month respectively. The start of this period will be [REDACTED]

The training fees shall be paid well in advance at the time of executing this agreement. The monthly payment have to be paid at the 1 st of the month. The monthly fee will rise up every January of the year for 5 %.

PAYMENT METHODE

Option 1: complete: Cash ☐ or credit ☐ **Option 2:** monthly: with STRIPE ☐

TERM

Unless either party terminated this agreement as set forth herein, this agreement shall remain in force for a period of **3** ☐ **6** ☐ **12** ☐ **months** starting to count from last day of the month of the signing date, thereafter this agreement shall be automatically renewed for the same period of months with the same terms and conditions unless, either party gives the other Party sixty (60) days intention not to renew this agreement at the conclusion of the Initial Term.

MEMBER'S DUTY IN GENERAL

The Second Party should treat school facilities and one another with respect; failure to comply shall constitute a serious breach of the terms of this agreement and could result in the cancellation of this agreement. Any sort of threatening, intimidating, anti-social, and offensive/abusive behaviour from the Second Party will not be tolerated towards any other member or to the First Party/trainers/ staff of the school. Should such incidents take place this agreement will be cancelled immediately, and all future training fees paid will be forfeited. The First Party reserves the right to prevent access to, or use of, the facilities by the Second Party if deemed to be acting inappropriately or behaving in an unacceptable manner, as determined by First Party/ School management.

As a courtesy to other members, all equipment should be wiped down by the Second Party after use, and all equipment shall be placed back in position.

Inflammatory posts by the Second Party, including any content which is judged by the First Party/School management at its absolute discretion to consider inappropriate, may be subject to remedial action, including removal of the offending posts, blocking access, and will result in the termination of the agreement/membership.

The Second Party's personal hygiene is mandatory, and others who cause offense will be asked to remedy the offending problem or leave the school. In such a scenario the agreement/ membership may be cancelled at First Party/school management's sole discretion.

Sharing membership QR Code is strictly not permitted, Second Party caught sharing membership QR Code or providing non-members with unauthorized access to school/ training area, will be subject to the agreement/ membership being cancelled.

The First Party/ School management accepts no responsibility for theft or damage to Second Party's personal belongings kept in the lockers or otherwise for any reason whatsoever.

TERMINATION OF AGREEMENT BY THE FIRST PARTY

First Party shall have the right at any time during the period of this agreement to terminate immediately in any of the following events:

If the Second Party commits a breach of any of the terms of this agreement.

Breach of any terms and conditions - provided these specifications are not remedied within thirty (30) days of written notice.

TERMINATION OF AGREEMENT BY THE SECOND PARTY

The Second Party shall have the right at any time during the period of this agreement to terminate the agreement in any of the following events:

Liquidation of the First Party.

RULING LANGUAGE

This Agreement has been established in the English language only, which shall be deemed to be the ruling language of this Agreement.

NON-DISCLOSURE AND CONFIDENTIALITY

The terms and conditions of this Agreement are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

The First Party is under its authority to reserve the right to use photographs, videotapes, artwork, or other likenesses of the training program and/or student for marketing, trade, publishing, or any other lawful purpose.

DISPUTES AND GOVERNING LAW

Any disputes between the Parties arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts in Dubai, United Arab Emirates.

Breach Should either party default in the performance of this Agreement, the non-defaulting party shall be released from its obligation to further perform this Agreement and may proceed against the defaulting party on any cause of action or for any remedy given them by law or equity.

If a court of competent jurisdiction declares any provision of this Agreement void or invalid, all other provisions of this Agreement remain binding on all parties.

This Agreement is prepared and executed on the complete understanding between the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

Place

Date

For: First Party

BY:

For: Second Party

BY:

SIGNATURE

SIGNATURE