

4. Student/School Representations: The member applying warrants and represents that he/she/minor student is in good physical condition and has not been advised by any Physician or Medical Facility that participation in the applied for course of training will in any way be adverse to the well being of the student. Furthermore, member represents that the student is able and allowed to participate in exercise and various martial arts curriculum which is provided by school. Instruction provided by school through its qualified personnel assures that students will have proper instruction regarding the use of all equipment and the various exercises which will be required. The student/parent/guardian represents that they have had the opportunity to either participate in or observe the martial arts training provided by school prior to the signing of this contract. Student/parent/guardian understands that by participating in the martial arts program or by use of the facilities or equipment covered by this contract does present the possibility of accidental injury. Student/parent/guardian assumes all risk associated with such participation within this program and holds school harmless for any such injury or occurrence. In addition, student/parent/guardian agrees to indemnify school from any and all liability which may arise against school by such member or through any other third party as a result of training received by school or by use of school's facilities or equipment. Student/parent/guardian understands that during the course of instruction, employees or higher degree student instructors of school will be engaged in a course of conduct requiring physical contact, and he/she (or parent or guardian) gives full consent to such contact as is required by the training.

5. Medical Treatment: Student/parent/guardian understands that accidental injuries may occur from time to time due to the nature of the training involved. While school will exercise all necessary care to assure the safety of its' students, accidents may occur beyond it's control. In the case of an injury, student/parent/guardian also understands that the staff of school are not trained and have no expertise in the treatment of, or diagnosis of medical conditions of any kind. In addition, staff and school are unable to determine the medical effect upon any individual regarding any form of exercise or other form of training and will be held harmless.

6. Additional Charges: In addition to tuition fees, there will be additional fees which will need to be paid by students/parents or guardians. These fees include but are not limited to the following: testing, protective gear, cost of belts, as well as other safety equipment which may be required by school to protect student. Failure to use required will be cause for student to be barred from class until he/she complies.

7. Bad Check / EFT Charges: It is agreed that in the event that SMSWinmars receives any check returned as NSF or is returned by bank for any other reason, that student/parent/guardian will be responsible for a charge of \$30.00 made payable to SMSWinmars for each presentation or re-deposit. In addition, if the initial return from the bank places the account in a late pay position, an additional \$10.00 late fee will be added. Student understands that SMSWinmars will not send notices of such returns and that it is the responsibility of the responsible parent/person/student to assure that funds are available on the date they have chosen. Student agrees that they will not dispute any withdrawal / payment for tuition, otherwise they agree to be responsible for further fees assessed. Any unpaid fees will become a part of any balance owing to SMSWinmars or school and are actionable legally in the appropriate jurisdiction. SMSWinmars agrees to provide copies of all returns upon written notice from responsible person signing this agreement.

8. Default/Collection: All accounts in default and which are 30 days past due ,will be subject to late fees and all costs of collection including Attorney fees. *Any payment received after the 10th of the month for which it is due shall be subject to a late charge of \$10.00 or a higher fee if required by the school. A late fee of \$10 per month will thereafter be added until the account is brought current. Any payments received after the due date, will first be applied to such late fee and then to tuitions due! In that case, SMSWinmars will notify school, who may then discontinue lessons.* We can waive or delay enforcing any of our rights under this contract without losing them, including but not limited to the yearly imposition of your annual renewal fee increase. I authorize collection calls and letters for the purpose of seeking compliance.

9. Attendance and Non-Use of Facilities: Student/parent/guardian understands that regular attendance at class lessons is important for student to make progress and understands that it is the student's responsibility to attend classes. It is further understood that student or financially responsible person is obligated to make payments under this agreement whether or not student attends or completes the lessons. There will be no refunds or adjustments based upon non-use except as provided under the section titled "Consumer Rights", Section 1, and Section 11 below..

10. Relocation Provision: In the event that any enrolled student moves their residence more than 25 miles from any training location of school or any other school which has an agreement with member school, student may cancel their membership without charge. In the event that a cancellation is effected in this manner, member school & WinMars require written proof of new residence along with the name and address of new employer if applicable. If your membership is canceled due to the relocation provision being evoked, school may keep all initiation fees along with any pro-rated portion of your membership dues which have been earned up to the date of cancellation. If you cancel under this provision and have not paid all dues earned up to that date by school, it is understood that SMSWinmars will initiate legal action against you and intends to seek all legal and other court costs as well. School reserves the right to relocate school locations within a ten (10) mile radius of the current location.

11. Cancellation for Medical Reasons: While this contract is in effect and the member submits written documentation from a physician indicating that continued use of school facilities would impair the students health and well being, this contract may be canceled provided that all dues and fees earned by school at that time have been paid. Any medical condition must represent a permanent release from physician stating that student may not return to class. In all cases, no cancellation will have any effect on past due tuitions and fees. Student / Parent remains liable.

12. Transferral of Contract: It is understood that at any time at the sole discretion of SMSWinmars, this financial contract may be transferred to any other independent financial organization or they may refer it to any licensed collection agency. However, you may not transfer your contract without the express written authority of SMSWinmars. While SMSWinmars will attempt to accommodate any reasonable requests for transfer, the final decision remains with SMSWinmars.

13. Change In Membership Plan: It is understood that any such new contract does not void any contract terms to which you had previously agreed. In other words, the signing of a new contract does not void your responsibility under the previous contract. All previous balances will be transferred to new agreement.

14. Rules and Regulations: The student shall follow all of the rules and regulations of whichever school is being used, including hours of operation which have been made available to you and which are posted in school. School can revoke your membership privileges if these rules and regulations are not followed, and school expressly reserves the right to change these rules, regulations, and hours of operation. In addition, school expressly reserves the right to add to, eliminate, or alter any piece of martial arts equipment, furniture or fixture when deemed necessary or desirable. In the event that the student violates any of these rules and regulations, the student remains liable for all outstanding amounts due to school and agrees to be responsible for the balance of the unpaid contract.

15. Release of Liability: In consideration of services to be received as a student at the school on their premises, the person signing on reverse releases and forever discharges school, its heirs, successors, administrators, assigns and SMSWinmars Corporation from any and all actions, causes of actions, liability, claims and demands upon or by reason of any damage, loss, injury, or suffering, whether known or unknown or which may be sustained by the applicant in connection with and in the course of receiving Martial Arts instruction at school premises, from the instructor (s), staff, officials, or employees of the school or any fellow students at school premises in connection therewith and within the course of taking training or lessons. He/she hereby waives all his/her rights to the claims, actions, demands or suit for loss, injury, damage or suffering sustained in the aforementioned manner and circumstances. The undersigned assumes all risk inherent and incidental to this type of sports activity as a condition to applying for admission to the school. In consideration of all the benefits indicated in this document, the undersigned agrees to hold school and SMSWinmars Corporation, its heirs, successors, assigns and administrators harmless from and against all claims, demands, actions, cause of action or suits which may be brought against school or SMSWinmars by anyone associated with student, school, parent, relative, on account of any injury or damages or suffering inflicted upon him/her in connection with lessons within or without of the school property. I affirm that I have no medical condition which would be either a hazard or would create a medical impairment upon student named. Student/ responsible person also assumes all responsibilities for proper care and cleaning of uniforms/equipment and will make sure that all protective gear is worn during classes where required. I, the undersigned, do hereby affirm that I am at least 18 years of age and that I execute this document voluntarily and with full knowledge of its significance. Any change in this contract may only be made if both you and school, or you and SMSWinmars, agree in writing to any such change.

17. EFT/Credit Card Option Agreement: If I have elected to pay my tuitions through the EFT option, I hereby authorize SMSWinmars to withdraw my monthly tuition fees from the checking account listed herein. This information being provided is solely for the purpose stated and is being authorized through my own free will. Also, I grant SMSWinmars the ability to correct any EFT resulting from an overpayment/underpayment by debiting/crediting my account to the extent of any such overpayment/underpayment. In addition I understand that if SMSWinmars relies upon the date chosen by me hereon, and SMSWinmars is then denied the ability to withdraw due to insufficient funds or any other reason, I authorize SMSWinmars to deduct it's then current return fee and late fees for each such return. Furthermore, this authorization will remain active and fully enforceable unless SMSWinmars has received written notification of at least 10 days prior to the withdrawal date chosen. SMSWinmars will not be held liable for any transaction termination request which is not received in time for the transaction to be either stopped or modified. I also agree that if any debit is returned unpaid, that SMSWinmars may automatically deduct any late fee that may be applicable. And last, I agree to be financially responsible for all fees, tuitions and costs of collection, in the event that I close my account or decide to cease any EFT authorization. In the event of a credit card decline or reversal, SMSWinmars will assess \$30.00 for each such action.

18. Flex-Pay Options—Bronze, Silver, Gold, & Platinum: By choosing the Flex-Pay method of tuition payment, it is agreed and understood that in exchange for the option of avoiding any down payment or initiation fees and long term contract, I will provide the required notice of termination prior to such termination. If I terminate without providing the required written notice, it is agreed and understood that all delinquent tuitions, late fees and other charges will be paid in full. Also, it is agreed and understood that unpaid tuitions remaining for the balance of the termination period chosen, become my responsibility. As such, I agree to be responsible for all unpaid tuitions, late fee, banking charges, all costs of collection, and all legal fees regarding this account. SMSWinmars agrees that if the terms of the termination have been met, provided there is no past due amount, that student will have no further liability beyond the Option Choice chosen. It is further understood, that there will be no renewal period under the Flex-Pay option and that the agreement will continue indefinitely until a termination notice is elected and provided to SMSWinmars/school. School may change tuition rate with 30 days notice. Termination notice must be signed by student/responsible person and returned to school who will then provide same to SMSWinmars. Otherwise, contract continues. Also, before termination provisions may be accepted, all past due tuitions, fees and charges due SMSWinmars/school must be brought current. It is the responsibility of student/responsible person signing contract to comply with this provision.

19. Cardio Karate / Cardio Kickboxing / or other Fitness Program: As a Cardio or Fitness student, it is understood that I am bound only by the requirement to provide 30 days written notice prior to termination, and that at the time of termination, all past dues tuitions and other fees have been brought current. It is also understood that whether or not classes are attended, monthly tuitions remain due and payable. In the event that student leaves without providing the required 30 days written notice and bringing their account current, student understands that he/she will be responsible for all costs of collections including legal fees and past due amounts.

20. Credit Card Payment Option: I understand that if I have chosen this method of payment, that I will not dispute any debit which represents tuitions or late fees assessed. In the event that I do dispute any previously agreed to charge as evidenced by this or any other duly signed document, I agree to be responsible for all costs of collections including legal fees if I fail to maintain a current account.

21. Age or Parental Consent Certification: By signing this contract, you are certifying that you are either of legal age or that you are signing this contract as the parent or legal guardian of a minor, and by signing this contract on behalf of any minor, you hereby agree that you shall be responsible for all payments due hereunder and that you will indemnify and hold school and SMSWinmars harmless for any injuries, losses, or damages sustained to anyone as a result of the minor's participation in this program of instruction.

22. Governing Law This agreement shall be governed in accordance with the laws of Maryland, and that there are no other agreements, terms, promises or obligations of either you or us which are not contained within this agreement. If any clause or provision of this agreement is unenforceable under any present or future law, the remainder of this agreement will not be affected thereby.

