

Student Name(s):

Parent/Guardian Name:

Contact #: _____ email: _____

Delta Kai Martial Arts and Fitness Student Pledge and Waiver

This **Student Agreement and Waiver** ("Agreement") is entered into between **Delta Kai Martial Arts and Fitness Inc.**, hereinafter referred to as "the Dojo," and the student name(s) listed above, hereinafter referred to as "Student", effective as of date of signature..

Class Tuition, Integrity and Commitment

Tuition Commitment: The student agrees to participate in donation-based training and understands that financial contributions are entirely voluntary and welcomed at a level that feels meaningful and manageable. Donations are not required, and participation in training does not depend on making a contribution. Contributions help support the dojo's mission and operations, but they do not constitute a tuition payment or fee for services.

In the spirit of community, the student is encouraged to give back through acts of service and to incorporate lessons from class into daily life. The dojo will provide opportunities for community service through partnerships with nonprofit organizations and dojo-sponsored events. The student further agrees to uphold the dojo's values of respect, discipline, and kindness through good deeds at home or in the community

Class Attendance and Integrity: The student agrees to attend classes regularly and provide at least 24 hours' notice when unable to attend, except in cases of emergency or illness. The student understands that missing more than three classes within a 90-day period without valid justification may result in the implementation of an action plan to address attendance concerns. The student further agrees that failure to adhere to the action plan and demonstrate improvement may result in forfeiture of participation in the program.

Responsible Use of Skills: The student agrees to use martial arts skills learned at Delta Kai exclusively for self-defense purposes. The student acknowledges responsibility for practicing these skills safely, responsibly, and non-violently. The dojo will not be held liable for any actions taken outside its supervision or guidance.

Code of Conduct and Parental Responsibilities

Code of Conduct: All students are expected to maintain a respectful and disciplined attitude both within and beyond the dojo. Any form of aggression, bullying, harassment, or misconduct is strictly prohibited and may result in immediate disciplinary action, including suspension or dismissal. To ensure a safe and supportive environment, all individuals must be in a sound physical and mental state while participating in dojo activities. This includes refraining from entering or engaging in training under the influence any substances that impair judgment or physical coordination.

Parental Responsibilities (For Minors): For students under the age of 16, a parent or guardian agrees to accompany the minor during class. The accompanying adult further agrees to ensure the minor arrives on time, adheres to dojo rules, and communicates any concerns regarding the minor's progress or well-being with dojo staff.

Health, Safety, and Use of Facilities

Injury and Illness Reporting: The student agrees to promptly inform the dojo of any injuries or illnesses that may impact the ability to safely participate in training. The student acknowledges that this is necessary to ensure the safety of all participants and to allow the dojo to make appropriate accommodations.

Good Health Declaration: By signing this agreement, the student confirms they are in good health and have no medical conditions that would prevent safe participation in training. Students with pre-existing medical conditions or those over 60 years of age agree to provide a medical clearance from a licensed physician prior to participating.

Insurance Responsibility: The student certifies that they have adequate insurance to cover any potential injuries or damages sustained during participation or agrees to personally bear the costs of such injuries or damages.

Martial Arts and Fitness Participation Waiver

Acknowledgement of Risk: The student acknowledges that participation in martial arts and fitness activities involves inherent risks, including the potential for physical or emotional injury, paralysis, or death. These risks may result from falls, physical contact, or equipment failure. By signing this agreement, the student voluntarily assumes all such risks associated with participation.

Waiver and Release of Liability: The student agrees to waive, release, and discharge the dojo, including its employees, instructors, and affiliates, from any and all liabilities or claims arising from injuries, damages, or losses related to participation in activities or the use of dojo equipment and facilities.

Safe Conduct: The student agrees to conduct themselves safely at all times and to seek further instruction if uncertain about how to properly engage in any activity or use any equipment.

Promotion, Publicity, and Confidentiality

Promotion and Publicity: The student agrees to grant Delta Kai permission to use their likeness, including photographs or videos, for promotional purposes. The student understands that they may opt out of this agreement by providing written notification to the dojo.

Confidentiality Clause: The dojo agrees to maintain the confidentiality of any personal or sensitive information shared by the student, including personally identifiable information, health details, or behavioral concerns. Such information will only be shared with authorized staff as necessary to support the student's participation.

Governing Law and Dispute Resolution

The student agrees that this agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and Anoka County, without regard to conflict of law principles. The student further agrees that any disputes arising under this agreement shall be resolved through mediation and, if necessary, in the courts located within this jurisdiction.

Entire Agreement

This Agreement constitutes the entire understanding between the dojo and the Student concerning participation and training at Delta Kai Martial Arts and Fitness. It supersedes any prior discussions or agreements. Any amendments or modifications must be made in writing and signed by both parties.

Waiver Signature

By signing below, I acknowledge that I have read, understood, and agree to the terms and conditions outlined in this Student Pledge and Participation Waiver.

Student/Parent/Guardian Signature:

_____ **Date:** _____

Dojo Representative:

_____ **Date:** _____