Buzz Durkin's
UECHI KARATE SCHOOL, INC.
2 Commerce Drive, Atkinson, NH 03811
(603) 893-8949 | www.BuzzDurkin.com

Quality student instruction at a world class facility since 1974

Student Agreement

Student understands that under this agreement, BUZZ DURKIN"S UECHI KARATE SCHOOL, INC. obligates itself to furnish the student with competent instruction and suitable facilities for teaching lessons. All class sessions are supervised by qualified personnel trained in the procedures and traditions of the martial arts. Official Belt recognition and certification will be issued to student upon completion of examination.

Student hereby represents that he/she is physically fit to take the prescribed course of instruction and that he/she has had an opportunity to observe and participate in the above described art of self-defense prior to the signing of this agreement.

Student recognizes that regular class attendance is essential for student progress and understands that it is the student's responsibility to attend the classes. It is further understood that the student is obligated to make payments whether or not the student attends the classes.

Student understands further that strict observation of the rules and regulations relative to training include the use of protective equipment required by the school. This equipment will largely eliminate the possibility of accident or injury; however, the school does not warrant the protective equipment.

Student recognizes and acknowledges that there is a known risk of injury involved in the participation of Okinawan karate. Student agrees to assume this risk and agree that BUZZ DURKIN'S UECHI KARATE SCHOOL, INC. will not be held liable for and damages, etc. not caused by or resulting from the negligence of the owners, operators, or persons in charge of such establishment, or their agents, servants or employees. Student also understands that student does not have to participate in any activity or training exercise which student feels is not in his or her best interest.

Being a member of the school, the student will faithfully comply with all the rules and regulations of the school and the traditions of the martial arts. Failure to take lessons in the allocated time, without written request or approval, invalidates the lessons beyond the expiration date.

As requested by General Obligations Law, you have certain rights to cancel this contract. These are set forth in full on the reverse side of this contract.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. ALSO, DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

I acknowledge receiving a copy of this agreement. I understand my rights as stated above.

CANCELLATION RIGHTS:

STATE LAW REQUIRES THAT THIS MARTIAL ARTS SCHOOL REGISTER WITH THE BUREAU OF CONSUMER PROTECTION AND ANTITRUST OF THE DEPARTMENT OF JUSTICE AND MAY REQUIRE THAT THIS MARTIAL ARTS SCHOOL POST A BOND TO PROTECT CUSTOMERS WHO PAY IN ADVANCE FOR MEMBERSHIP OR SERVICES IN THE EVENT THIS MARTIAL ARTS SCHOOL CLOSES. YOU SHOULD ASK TO SEE EVIDENCE THAT THIS MARTIAL ARTS SCHOOL HAS EITHER POSTED A BOND IN COMPLIANCE WITH THE LAW OR HAS BEEN EXEMPTED FROM THIS REQUIREMENT BY THE ATTORNEY GENERAL BEFORE YOU SIGN THIS CONTRACT. IF THIS MARTIAL ARTS SCHOOL HAS NOT POSTED SUCH A BOND, AND YOU PAY THIS MARTIAL ARTS SCHOOL FOR MORE THAN ONE MONTH'S MEMBERSHIP OR SERVICES IN ADVANCE, THEN YOU ARE PAYING FOR FUTURE SERVICES, AND YOU MAY BE RISKING THE LOSS OF YOUR MONEY IN THE EVENT THAT THE MARTIAL ARTS SCHOOL CEASES TO CONDUCT BUSINESS.

YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

The buyer may cancel by written notice mailed to the seller, preferably by certified or registered letter; or he may cancel by delivering a notice in person within the cancellation period. If such notice is delivered, the buyer shall entitle to a receipt.

358-S:6 Buyer's Rights. –

I. Every seller of a martial arts instruction term or monthly contract shall:

(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:

(1) The buyer is unable to receive benefits from the seller's services by reason of death, disability, or extended illness beyond 3 months. The martial arts school may require that the disability or extended illness be confirmed by an examination of a physician agreeable to the member and the martial arts school, provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding.

(2) The seller relocates the facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.

(3) The buyer moves more than 25 miles away from the martial arts school.

(b) Refund to the buyer the pro rata cost of any unused services within 15 days after the martial arts school ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) of this section, the buyer or the buyer's estate shall be relieved of any further obligation for payment under the contract not then due and owing.

ADDITIONAL PROVISIONS:

This is a non-renewing contract. You may request a renewal of this contract not more than 90 days prior to its expiration. Any renewal must be accepted in writing by the buyer and I effective only upon payment of the renewal price.

We also offer a month-to-month membership. If you purchased a month-to-month membership you may cancel with 30 days written notice to the seller, provided the original contract obligations have been met. You may cancel the month-to-month membership for any reason, and, upon compliance with this paragraph, have no further obligation to the seller.

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