



9865 Businesspark Avenue, Ste D
San Diego, CA 92131
858.578.8267

2019 Push Hands SEMINAR APPLICATION

Student Information

Name: _____ DOB: _____
Parent Guardian Name(s): _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone () _____ - _____ Cell Phone 1 () _____ - _____
Email: _____

Billing Information

Billing Name: _____
Billing Address: _____ City: _____ State: _____ Zip: _____

OFFICE USE ONLY

Total Tuition: \$60 by May 6, 2019; \$80 at the door

Tuition: \$ _____ Charge Date: _____

Seminar Dates

Saturday May 25, 2019, **5-7:30pm** and **Sunday**, May 26, 2019, **5-7pm**

Payment Options:

____ **EPS (EFT Authorization):** I authorize Member Solutions or JING Institute, LLC to debit my bank account for each scheduled tuition payment as stated above. (Attach Voided Check)

Bank Name: _____ Account # _____ Routing# _____

____ **Credit/Debit Card:** I authorize Member Solutions or JING Institute, LLC to charge/debit my card for each scheduled tuition payment as stated above.

Credit Card# _____ CSC: _____ Exp Date: ____/____/____ Amex: _____ Visa _____ MC _____

The undersigned promises to pay the payments above and additionally authorizes Member Solutions or JING Institute, LLC to debit the bank or charge/debit card account for each scheduled tuition payment as stated above. In addition the undersigned has read, agrees, and has received a copy of the Policies and Procedures of JING Institute, LLC.

Member / Parent/Guardian (SIGN): _____ **Date:** _____

Member / Parent/Guardian (PRINT NAME): _____ **Date:** _____

Parties: The terms “You”, “JING Institute of Chinese Martial Arts and Culture”, and “JING” include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, and employees. As such, both parties make this Agreement on behalf of, and it binds, all these included persons and entities. “JING Institute of Chinese Martial Arts and Culture” or “JING Institute, LLC” is hereinafter referred to as “JING”

Waiver In consideration for being permitted to participate in Martial Arts and other exercise at JING, Student, Guardian, spouse, heirs, legal representatives and assigns, hereby assume all risks for such involvement, and release and discharge JING, its affiliates, agents, officers, and employees, from all liability, claims, demands, actions, and causes of action whatsoever, whether known or unknown, arising out of or relating to any loss or damage that may occur either directly or indirectly from Student’s participation in such activity. JING is not responsible for Student’s injury inside or outside JING. Student is responsible for own actions and negligence.

Physical Condition Student presents himself/herself as in good physical condition and capable to train. If Student is injured or pregnant, Student should consult a qualified doctor before taking classes at JING. JING is not responsible for Student’s health or physical condition.

3-Day Guarantee All plans have a Guarantee of 3 calendar days, during which Student may cancel with no obligation; if tuition payment has already been made, tuition shall be refunded. Plan must be cancelled in writing and delivered to JING before midnight of the 3rd day. After 3rd day, please refer to “Cancellation” below.

Notice and Effective Date: For notices signed at JING, “effective date” shall be the date signed on notice. For notices mailed to JING, “effective date” shall be the date postmarked on the envelope. If the notice lacks sufficient proof of date, JING reserves the right to set the “effective date” at its own discretion.

Uniform Student must display the JING logo in class. Student must wear appropriate shoes and comfortable, loose, long pants. No street shoes, high heels, or bare feet on the exercise mat. Do not wear jewelry during class. JING reserves the right to reject service to Students who are not attired appropriately.

Private Lessons Student must use their private lessons in the week scheduled. Private classes in the silver, gold, and platinum memberships do not accrue. (ie. Use them or lose them).

Freezing JING reserves the option to freeze student accounts by one-month increments for a maximum of 6 months per year.

Cancellation/Termination of Plans

Ongoing plans: a 30-day advance notice in writing is required. The smallest unit of consideration is 1 month. Charges may be taken directly out of Student’s credit/debit or bank account

Term agreements: After the 3-day guarantee period, term agreements may not be cancelled, and all payments through the end of the agreement shall be due and payable as provided herein.

Default Non-payment of scheduled monthly payments in excess of 60 days shall constitute default under this agreement. If this agreement is in default, the entire amount owed hereunder shall become immediately due and payable.

Failure to attend class: Failure to attend class does not constitute or imply notification to Freeze or Cancel this agreement, or of cancellation of this agreement.

Disability If Student becomes temporarily disabled and the temporary disability precludes Student from using any JING facilities for a period of equal to or less than three (3) consecutive months, the student may extend the term of the agreement, at no additional cost, by written notice to JING, for a period of time equal to the duration of the Member’s short-term disability as verified by a physician. The student or his/her legal representative may cancel the agreement if the student becomes permanently disabled; permanent disability is any disability verified by a physician that precludes the student from using any JING facility for a period in excess of three (3) consecutive months; physician’s note must accompany request for cancellation.

Relocation: Upon notice to JING and satisfactory proof of relocation, Student may cancel the agreement if Student or business moves more than 25 miles from business’ current location.

Late Payments and Delinquent Balance: All late tuition payments will be subject to a fine of \$10.00. For all other payments, JING reserves the right to charge Student’s credit account for the unpaid balance of any invoices more than 5 days outstanding. Any balance not paid by the next billing cycle will be charged 1.5% per month service charge.

Returned Bank Drafts or Checks will be assessed an additional \$25.00; credit or debit card charge-back will be assessed an additional \$35.00. JING is not responsible for any bank fees incurred by student or transaction.

Assignability: Student/Guardian understands that the obligation to pay tuition payments pursuant to this agreement may be assigned to a billing company, and that such assignment does not affect the terms set forth herein.

Transferability Plans are **NOT** transferable between people.

Liability for Property JING is not responsible for any Student’s or guest’s property which may be damaged, lost, or stolen in or near JING.

Damage to JING Property Student is responsible for the replacement value of any lost or damaged item.

Promotional Activity JING may use Students’ name, pictures, and video in practice, performance, or other activities arranged by JING for promotional purposes.

Instructor and Location JING will at all times provide Student with a competent and qualified instructor, but is under no obligation to provide any specific instructor. Due to unexpected or special situations resulting in the short-term absence of an instructor, JING reserves the right to extend Student’s plan. Student/Guardian cannot demand a no-obligation cancellation of plan or refund due to change of instructor. Similarly, JING reserves the right to choose and change the location of instruction as necessary, and Student/Guardian may not demand a no-obligation cancellation or refund due to re-location of the JING Institute within a radius of 25 miles.

Minors and Seniors JING is not a daycare facility, and is not responsible for Minor or Senior Students’ safety and welfare before, between, or after class time.

Holidays JING reserves the right to close the school for holidays and cancel class due to special events or special situations; in such cases, there will be no change in monthly tuition or Student’s expiration date. Only JING, in its sole and absolute discretion, has the right to extend the expiration date of plan if JING sees fit.

Video and Photography No photography or video is allowed without prior JING approval. Legal ownership of any photography or video taken on JING premises, of JING students, instructors, affiliates, and/or of JING parties/performances ultimately lies with JING.

Policy and Arbitration Policy, schedule, prices are subject to change without notice. If there is a dispute between you and JING, both parties agree to submit to binding arbitration, using the American Arbitration Association’s (AAA) Commercial Arbitration Rules (Rules). Arbitration means that neither you nor JING can sue each other in court over the dispute; instead, a neutral arbitrator will decide the matter, not a judge or jury. The arbitration shall be held at the AAA office nearest to the school Student joined, and all arbitration will be done according to AAA’s Rules and applicable rules of the California Code of Civil Procedure. California law shall govern all disputes.

Arbitration will cover all disputes related to Student’s membership and this Agreement, including financial obligations, facilities, representations, personal injury, property, contact, and tort damage of any kind. If there is any dispute over the applicability of arbitration, only an Arbitrator, not a court, may decide upon applicability of arbitration; if such a situation occurs, the Arbitrator must hold a separate hearing on the applicability of arbitration before arbitration may proceed

If the arbitration proceeds further, the Arbitrator is limited to the terms of this Agreement. Whether Student or JING prevails in the arbitration, the maximum an Arbitrator may award is the cost of Student’s current membership. JING is not bound by any verbal agreements, nor by any arrangement not specifically stated in this agreement.

JING does not permit and shall not tolerate any inappropriate, abusive, insulting, threatening, vulgar, or harassing behavior or language. JING reserves the right to dismiss any person who acts or speaks inappropriately. JING reserves the right to terminate any contract without refund and without any obligation.

Entire Agreement and Enforcement: You acknowledge that neither JING nor anyone else made any representations or promises upon which you relied that are not stated in this Agreement. This document contains the entire agreement between you and JING and replaces any prior written agreement. If a court declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If JING does not enforce any right in this Agreement for any reason, JING does not waive its right to enforce it later.