

MEMBERSHIP AGREEMENT - TERMS AND CONDITIONS

CONSUMER'S RIGHT OF CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE FOLLOWING DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE FOLLOWING ADDRESS:

JAE H. KIM TAEKWON DO INSTITUTE
2000 Massachusetts Avenue
Cambridge, Massachusetts 02140
(617) 492 - 5070

ADDITIONAL RIGHTS TO CANCELLATION

You or your estate may also cancel the contract for the following reasons:

If upon a doctor's order, you cannot physically or medically receive the services because of significant medical or physical disability in excess of three months;

In case of your death;

If the health club services to be provided under this contract are not available because the seller fails to open a planned health club location, permanently discontinues operation of a health club or location, or substantially changes the operation of a health club or location.

If you move either your residence or your place of employment more than twenty-five miles from any health club operated by the seller of a substantially similar health club which will accept the seller's obligation under contract.

This Agreement executed the date shown on front by and between Jae H. Kim Taekwon Do Institute hereinafter referred to as the "Institute", and the member, who has caused his/her name to be affixed hereto, herein after referred to as "Member".

The Institute agrees to provide instruction in Taekwon Do to the member during the scheduled instruction hours of the Institute. Member understands that it is his or her responsibility to attend instruction sessions. Member understands that the entire course fee stated on the front is due and payable according to the terms of this agreement whether or not the Member chooses to attend instructional sessions provided by the Institute. In consideration for the Institute's promise to instruct and provide instruction facilities, Member agrees and promises to pay the course fees shown on front, and agrees to the terms and conditions stated herein.

Member agrees to abide by the rules and regulations governing the conduct and operation of instruction sessions, students, and observers, as prescribed by the Institute. The hours of operation may change at the discretion of the Institute.

The Institute reserves the right to revoke and terminate any membership.

Member understands that the exercises and/or instruction sessions undertaken may create physical stress and subsequent harmful effects. Member agrees that it is solely Member's responsibility, and not the responsibility of the Institute to require he/she to consult with a physician prior to commencing any exercises or instruction sessions, to remain under medical supervision if that is indicated, and to seek medical assistance in the event of an injury. Member understands that his/her participation in the exercises and/or instruction sessions provided by the Institute entail some risk of physical and personal injury to Member and agrees to conduct him or herself with due care.

The Institute, its owners, agents, employees, and affiliates shall not be responsible for damaged, lost or stolen articles, inside or outside the facility.

The Institute reserves the right to amend or add to these terms and conditions and to adopt new terms and conditions as it may deem necessary.

Member irrevocably authorizes the Institute, its successors and assigns, and those acting under its authority to copy, use, publish, for art, advertising, trade or any other lawful purpose whatsoever, photographic portraits, pictures or videotapes of Member, in which Member may be included in whole or in part.

In consideration for the training obtained, Member agrees that Member will not during the period of this agreement and additional period of membership, and for a period of five (5) years following the termination of member's association with the Institute, engage in teaching Taekwon Do or offering similar training or instruction within fifty (50) miles of any school operated by the Institute without express written authorization of same.