

ADDITIONAL TERMS & CONDITIONS

VERY IMPORTANT: If Member changes the dues account, member must bring in new account information (a voided check or credit card voucher) at least thirty (30) days prior to the upcoming payment date. In the event sufficient funds are not available in Buyer's account or debits are otherwise not accepted, 9th isle BJJ will resubmit the charge to include a \$30.00 service charge prior to the next scheduled debit. Buyer understands that Buyer is entitled to notice of all varying charges and withdrawals under EFT, but buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected monthly dues payments or portions of the balance due described above the corresponding service charges, both of which Buyer agrees are not varying charges or withdrawals.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580

Member acknowledges that (1) Member has received a current copy of this agreement and the additional Terms and Conditions on the second page of this Agreement. (2) Member has read the conditions and terms set forth herein and accept this Agreement and the Additional Terms and Conditions on the second page of this contract as included details of the Agreement. (3) Member is of legal age and is willfully entering into this Agreement. MY FAILURE TO REGULARLY ATTEND AND UTILIZE ACADEMY FACILITY DOES NOT RELIEVE ME OF MY OBLIGATIONS, REGARDLESS OF THE CIRCUMSTANCES TO PAY THE EFT IN FULL. I UNDERSTAND THAT EXCEPT AS HEREIN PROVIDED UNDER BUYER'S RIGHT TO CANCEL, MY MEMBERSHIP IS ABSOLUTELY NON-CANCELLABLE. No security for refunds or reimbursements have been deposited with the State of Nevada

ACADEMY REPRESENTATIVE

MEMBER

PARENT/GUARDIAN

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1. DEFAULT:

A. You will be in default if you breach any of these Agreement terms or conditions, or if you fail to pay any installment within three (3) days after the date when such installment is due. If you are in Default, your membership privileges may be denied and the remaining balance due under this Agreement may become immediately due and payable at Seller's option. Acceptance of any payment after Default will not release Buyer from any obligation under this Agreement.

B. Buyer shall not be relieved of obligations to make any payments of the membership fee herein agreed to, and no deduction or allowance from any said payment shall be made by reason of the absence or withdrawal of Member from the Academy, or by reason of Member's failure to attend or use the Academy's facility.

C. This Agreement may be assigned by Seller and, if so assigned, the words "Academy" and "Seller" will also mean the Company to which its Agreement is assigned or transferred. The words he/him/his in this Agreement will also mean she/her/hers. If this Agreement is assigned, the Assignee shall have and be entitled to exercise any and all rights and powers of Seller hereunder (notwithstanding anything in this Agreement to the contrary). Assignee will not be chargeable with any obligations or liabilities of Seller hereunder or with respect therein. In the event of assignment, Seller reserves its rights to assert any defenses it has or may have under this Agreement or with respect therein.

D. Membership is not transferrable. Neither Buyer nor Member may sell, assign, or transfer this membership Agreement, his membership card, and any such attempted sale, assignment, or transfer shall be null and void. Member may not loan his membership card/number to anyone.

2. BUYER'S RIGHT TO CANCEL:

A. Yes, the Buyer may cancel this contract within three (3) business days after receiving a copy of this contract, excluding Sundays or Holidays, by notifying the Academy by either calling 702-636-6591 or submitting the request in writing to the Academy. The notice must be delivered in person or mail postmarked by midnight of the third business day. You will be refunded all money paid within thirty (30) days after receiving notice of cancellation.

B. If the Member becomes disabled during the term of contract, and a physician confirms in writing to the Academy that:

I. The Member is not physically able to use the Academy; and,

II. The disability will continue for more than 3 months.

The Member is entitled to suspend the contract for the duration of the disability. After recovery, Member is entitled to an extension of the contract for period equal to the time of the disability. If permanently disabled, the Member may cancel the contract and a refund will be given for the unused months, after deducting the cancellation fee (see Section 2D)

C. If Member changes permanent residence to over 30 miles from the Academy, such Member shall be relieved from the obligation of making payment for services other than those received prior to the move, provided Member supplies proof of new residence.

D. If the Member wishes to exercise their right under above section #2B and #2C, Member will be charged a \$600 cancellation fee, or if over half of the life of the contract has expired, the Member will be charged a \$300 fee.

E. "Enrollment Fee/Initiation Fee" entitles one to become a Member. Membership dues are for use of the Academy facility and services, and are a separate item. The Enrollment Fee/Initiation Fee is not a prepayment for services, is earned by the Academy at the time of enrollment and pays commissions, computer setup, administrative costs, gym upkeep and is non-refundable.

F. You, the Buyer, may cancel after the initial term of the dues/membership by calling (702) 636-6591, thirty (30) days prior to the next scheduled monthly dues payment date.

G. Member is responsible and agrees that any back dues, late and bank charges must be paid prior to any cancellation.

H. All Active and/or Reserves U.S. Military Service personnel and their dependents are still subject to pay a cancellation fee under above section #2C and #2D.

3. RENEWAL TERMS AND CONDITIONS:

A. Provided that Member is not in default of this Agreement and is subject to the terms and conditions hereof, the membership will automatically renew for

the rate indicated on front of contract. Renewal terms may be changed/cancelled at any time provided a thirty (30) day written notice is delivered to the Academy's address.

B. If the Member does not provide Academy with thirty (30) day written notice to change/cancel renewal terms, membership will automatically renew for rate and length of original contract.

C. If Member chooses to cancel membership once renewed, Member will be charged a \$350 cancellation fee if cancelled within first thirty (30) days of renewed membership, and \$650 thereafter.

4. WAIVER AND RELEASE:

A. You, the Member, fully understand that you are engaging in physical activity, including exercise, academy facility and services, combat sports fitness training and instructions by academy personnel, and indoor fitness/cross training facility, which may cause injury to you. You hereby agree that you are voluntarily participating in these physical activities and that you are assuming all risks of injury to you on account of these activities. It is further agreed that the Academy will not perform any evaluation of your physical condition, which might result in the identification of risk factors contraindicating physical exercise prior to you starting or continuing an exercise activity. You agree to read and adhere to the posted warning instructions in the Academy facility area.

B. You, the Member, hereby warrant, represent and agree that you have no physical disability, impairment or ailment preventing you from engaging in any exercise activity, or that will be detrimental or inimical to your health, safety, comfort, or physical condition, or that of others. It is always advisable to consult your physician before undertaking a physical exercise program.

C. You, the Member, agree hereby to waive any and all claims or rights you might otherwise have against the Academy, including the right to sue the Academy, its employees or agents, for any such injuries or claims aforesaid.

D. You have carefully read this waiver and release and fully understand it is a release of any and all future claims against the Academy for injuries or risk of injury resulting from activities while attending the Academy facility. You represent to us that you have full authority to enter this waiver and,

E. You, your insurer/Agent further agree to release the Academy from any liability for any loss or theft of personal property.

F. You, the Member, understand and agree to all rules and regulations of using the Academy facility. The Academy reserves the right to change or modify these rules and regulations in the future without prior notification to the Member. The Academy reserves the right to revoke this Agreement if the Member willfully fails or refuses to abide by such rules and regulations.

5. This Agreement constitutes the entire and exclusive Agreement between the parties. Any promises, representations, understanding and/or agreements pertaining directly or indirectly to this Agreement, which is not contained herein, are hereby waived. This Agreement may be modified only by an instrument in writing. At Seller's options, this Agreement shall be null and void if it is not completed by Seller's employee in accordance with Seller's then current pricing and payment programs. No change to any printed term in this Agreement shall be valid.

6. This Agreement is governed by the laws of the State of Nevada, and to the extent preempted, by the laws of the United States.

7. If any particular provision of this contract is invalid, the same shall not affect the other provisions hereof.

8. The Company's delay or failure to enforce its rights under this Agreement shall not constitute a waiver of those rights or any other right under this Agreement

DATE SIGNED

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