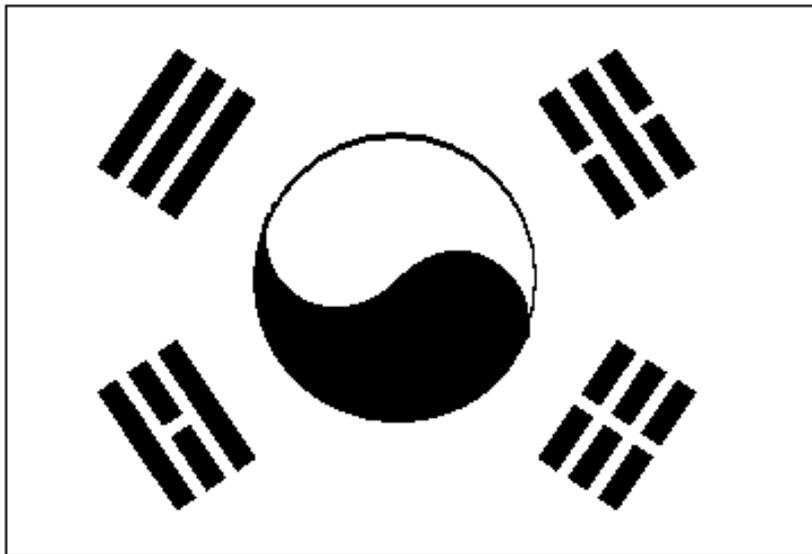


Welcome to

BETHLEHEM
TAE KWON DO



421 Kenwood Ave
Delmar, NY 12054
At the back of the Masonic Temple

(518) 448-7060
www.BethlehemTKD.com
BethlehemTKD@yahoo.com

Tae Kwon Do

The art of kicking and punching

Adapted from WorldBlackBelt.com

In Korean, *tae* means “foot”; *kwon* means “fist”; and *do* means “way”; so *tae kwon do* is loosely translated as “the way of the foot and fist” but can be best translated as “the art of kicking and punching.”

Modern tae kwon do is a Korean martial art combining the *hyung* (patterns) of its ancestral combative arts, *taekyon* and *subak*, and the *kata* of the Okinawan *Shuri* and *Naha* schools of karate.

Tae kwon do incorporates the abrupt linear movements of karate and the flowing, circular patterns of kung fu with Korean kicking techniques. Stressing the use of the feet as a weapon is one of the primary characteristics of tae kwon do.

Unlike Okinawan and Japanese karate systems, tae kwon do advocates a broader array of kicks with an emphasis on spinning kicks. Many tae kwon do kicks are aimed at head level, which is relatively rare in other martial arts. Tae kwon do is famous for its flying kicks, a spectacular assortment of techniques which, when executed by an expert, are devastating.

General Choi Hong Hi is considered the father of tae kwon do. He began teaching taekyon to the Korean military and American troops stationed in Korea in 1946. In 1955 General Choi submitted the name tae kwon do to a conference of chung do kwan masters to unite the fighting styles art under one name. It was accepted and as such tae kwon do was officially recognized as the national martial art of Korea. In 1961 General Choi Hi was elected the first president of the Korean Taekwondo Association (KTA). In 1966 General Choi Hi founded the International TaeKwon-do Federation and moved the headquarters to Montreal, Canada. His emphasis was on tae kwon do as a self-defense not a sport.

Conversely in 1973 another faction of tae kwon do practitioners under the leadership of Young-wun organized the World Taekwon-do Federation which focused on the sport aspect of the art. The WTF is associated with tae kwon do as an Olympic sport with its headquarters based in Korea.

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Moo Duk Kwan



Adapted from WorldBlackBelt.com

Moo Duk Kwan (Institute of Martial Virtue) is relatively modern. Its basis, however, the Korean art of Soo Bahk Do, dates back many centuries.

Moo Duk Kwan is a composite style, being 60 percent Soo Bahk Do, 30 percent northern Chinese, and 10 percent southern Chinese. Kicking techniques are based on Soo Bahk, which was first developed during the Silla Dynasty (A.D. 618-935).

Moo Duk Kwan is both a hard and soft style, deriving its hardness in part from Soo Bahk and its soft flowing movements from the northern Chinese systems.

The man who developed Moo Duk Kwan, Grandmaster Hwang Kee (b. 1914; d. 2002), was a martial arts prodigy, having mastered Tae Kyun Do in 1936 at the age of 22. From 1936 to 1945 he combined Soo Bahk Do with the T'ang method and developed what was to be known as Tang Soo Do Moo Duk Kwan.

Moo Duk Kwan is not a sport; it has great combat applications. It is a classical martial art, and its purpose is to develop every aspect of the self, in order to create a mature personality and an individual who can deal with all aspects of life in a positive manner.

Since the 1960's, thousands of Americans have studied Moo Duk Kwan in Korea. Korean instructors have been sent around the world, and there are now major Tang Soo Do Moo Duk Kwan organizations throughout the world. In the United States, Chuck Norris helped to pioneer this art and in the process became one of the world's most famous martial artists.

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Karate

Adapted from WorldBlackBelt.com

Karate (the way of the empty hand) is both a martial art and a sport that has in recent decades proliferated worldwide.

Unlike other martial arts such as judo, Aikido or jujitsu, karate is not a grappling art. Its practitioners use a variety of kicks, punches, knee attacks and elbow strikes along with various blocking techniques to score points or defeat an attacker.

The root of sport karate is a product of fighting arts traced to ancient India, China, and Okinawa. Yoga and its diaphragmatic breathing methods would eventually influence Japanese karate, as would the fighting techniques of China. As travelers roamed between China, India and Okinawa, so did the art. Weaponless combat, called te (hand), had already existed on Okinawa; with the ban against carrying arms issued by the Japanese occupation in 1470, these empty-hand techniques thrived.

Modern karate originated in Okinawa and was introduced to Japan in the early part of the 20th century by Gichin Funakoshi. Following World War II, karate was introduced to the west.

Unlike judo, there were a large number of styles in karate. Basically divided into Okinawan or Japanese styles, the most widely practiced Japanese styles include Shotokan, Wado-ryu, Chito-ryu, Koei-kan, Renbukan, Sankukai, Shudokan, Shukokai, Goju-ryu, Koykushinkai, and Shito-ryu.

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Terminology

Term/Phrase	Meaning
an yank ha say hyo	greeting
an yank ka say hyo	farewell
ba rho	rest
chariut	come to attention
cheon man eh yo	you're welcome
dan	black belt rank
dee roh do rha	about face
do jang	training hall
geuman	stop or end
gi / do bok	uniform
gihap	special yell
gup	student rank
june be	ready stance
kam sa hap ni da	thank you
kata	formal exercise
kima soji	horse stance
kook-ah	flag
kyung yeh	bow
kook-ah kyung yeh	bow to the flags
osu	acknowledgement
sa bom nim	master instructor
sempai	assistant instructor
sensei	senior instructor
seiza	begin

Counting

Korean	English	Japanese
Hana	One	Ichi
Duhl	Two	Ni
Set	Three	Sam
Net	Four	Chi
Dah suht	Five	Goh
Yul suht	Six	Roko
Il gope	Seven	Suchi
Yuh duhl	Eight	Hachi
Ah hope	Nine	Ku
Yul	Ten	Ju

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Rank System

<u>Rank</u>	<u>Kata</u>	<u>Average Interim Months</u>
Yellow Belt (9th Gup)	Chon Ji	3 to 6
Orange Belt (8th Gup)	Dan Gun	4 to 6
Green Belt (7th Gup)	Do-San	4 to 6
Blue Belt (6th Gup)	Won Hyo	4 to 8
Purple Belt (5th Gup)	Yul Guk	4 to 8
Red Belt (4th Gup)	Chung Gun	4 to 8
Brown Belt (3rd Gup)	Toi Gye	6 to 10
Brown Belt (2nd Gup)	Hwarang, Koryo	6 to 10
Brown Belt (1st Gup)	Chung Mu	6 to 10
Black Belt (1st Dan)	Kwang Ge, Po Eun, Original Student Form	6 to 12+

Time in rank is an average, and may vary widely depending upon individual progress.

Time and rank requirements vary widely from one martial arts school to the next. Some schools consider the rank of 1st Dan to be Novice or Intermediate rank, and may award the rank of 1st Dan in as little as 10 months. Others consider the rank of Black Belt to represent expert status, and insist upon much higher standards for students to earn the rank of Black Belt.

We hold the rank of Black Belt in high esteem.

A student will be invited to test for the next rank when the instructor deems they are prepared. Upon successful completion of the test, the student will be awarded a new belt and certificate showing his/her new rank (included in the testing fee). An invitation to test does not guarantee a promotion.

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Class Procedure

Bow-In

Lead	Lead Dialog	Class Response
Instructor	Chariut	(come to attention)
Instructor	Tenets of Tae Kwon Do	
Instructor	Hana...	Courtesy, Sir / Ma'am
Instructor	Duhl...	Integrity, Sir / Ma'am
Instructor	Set...	Perseverance, Sir / Ma'am
Instructor	Net...	Self-Control, Sir / Ma'am!
Instructor	Dah-sut...	Indomitable Spirit, Sir / Ma'am!
Instructor	Kook-ah kyung yeh	(bow)
Senior Student	Sa Bom Nim [or Sensei] kyung yeh	(bow)

Bow-Out

Lead	Lead Dialog	Class Response
Instructor	Chariut	(come to attention)
Instructor	Student creed	
Instructor	(recite creed)	(recite creed)
Instructor	Kook-ah kyung yeh	(bow)
Senior Student	Sa Bom Nim [or Sensei] kyung yeh	(bow)
Instructor	Class dismissed	Kam sa hap ni da
Instructor	Cheon man eh yo	(bow)

BETHLEHEM
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Tenets of Tae Kwon Do

- **Courtesy**
 - To be polite to one another
 - To be humble and respectful
 - To be modest and unassuming
- **Integrity**
 - To be honest and sincere
 - To be upright and have a sense of justice
 - To be able to distinguish right from wrong
 - To accept responsibility for one's actions and inactions
- **Perseverance**
 - To be able to overcome and endure
 - To be steadfast in purpose
 - To be persistent regardless of obstacles
- **Self-Control**
 - To have total control of oneself mentally, physically, and emotionally
 - To have control over one's desires and actions
- **Indomitable Spirit**
 - To not be easily defeated or subdued
 - To have everlasting courage

Student Creed

I am developing myself in a positive manner and avoid anything that would reduce my mental growth or physical health.

I am developing self-discipline in order to bring out the best in myself and others.

I am using common sense before self-defense, and never being abusive or offensive.

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TAE KWON DO**

Rules of Conduct

- Students will bow upon entering and leaving the do jang.
- No shoes in the do jang.
- No student will leave class early nor enter class late without the permission of the senior instructor.
- Students will line up according to seniority and proper uniform.
 - All students will wear traditional-style do bok in good condition.
 - Students will wear an all white do bok.
 - Assistant instructors may wear black pants with a white top, with the express permission of the senior instructor.
- Students may not wear jewelry, chew gum, or talk unnecessarily during class. (Wedding rings are an exception as long as they pose no hazard to other students).
- Junior ranking students will not challenge senior ranking students.
- Senior ranking students will not abuse junior ranking students.
- Black Belts and assistant instructors will be addressed formally at all times.
- All students will come to attention when a Black Belt enters the do jang.
- No student will spar inside or outside of the do jang without the express permission of the senior instructor.
- Students may not train with martial arts schools without the express permission of the senior instructor.
- All students are expected to maintain a minimum 75% attendance level, unless other arrangements have been made.
- Any student deemed by the senior instructor to be unworthy of martial arts training through misconduct, either inside or outside of the do jang will be expelled.
- Bethlehem Tae Kwon Do welcomes visitors from other styles. Because of the great number of styles and variation of techniques we require individual evaluation to determine the rank at which transfer students join the school.

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Class Schedule

Regular schedule

Classes are held on **Tuesdays and Thursdays:**

5:30 – 6:00 Youth Intros

5:30 – 6:25 Youth Beginners

6:30 – 7:25 Youth Intermediate, Adult Intros, Adult Beginners

7:30 – 8:30 Youth Advanced, Adult Advanced

Youth Intros	Children who have not previously trained in tae kwon do and have not yet signed up as club members.
Youth Beginners	Children that have been through the intro program but have not achieved the proficiency to be in the intermediate class.
Youth Intermediate	Children who are advanced white belts and yellow belts.
Youth Advanced	Children who are orange belts and higher.
Adult Intros	Adults who have not previously trained in tae kwon do and have not yet signed up as club members.
Adult Beginners	Adults who have been through the intro program but have not achieved the proficiency to be in the advanced class.
Adult Advanced	Adults who have achieved proficiency beyond beginners.

If you have any problem determining what classes are appropriate please ask one of the Black Belt instructors.

This schedule is subject to change.

Summer schedule

Typically in July and August (dates vary each year) we have one class for all ranks. This has proven to be a fantastic opportunity for the less experienced students to work with the more advanced ones. These classes also allow the senior students to develop teaching styles as assistant instructors. **Summer schedule dates and times are subject to change. Notice will be posted in the dojang.**

Class for All Ranks 6:30 – 7:30

Advanced Students stay until 8:00

Closings: Inclement weather and holidays

Bethlehem Tae Kwon Do is closed for legal holidays, and if, **on account of weather**, Bethlehem schools are closed, if students are dismissed early, or if afterschool activities are cancelled. **We remain open during regularly scheduled school closings for religious holidays, conference days, winter and spring break, etc.**

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Definitions of Forms

Chon-Ji 19 moves. Heaven and Earth.

Dan-Gun 21 moves. Legendary founder of Korea in the year 2333 B.C.

Do-San 24 moves. Pen name of Ahn Ch'ang Ho, a Korean patriot who devoted his life to furthering education in Korea

Won-Hyo 28 moves. A noted monk who spread Buddhism in Korea during the Silla Dynasty (686 A.D.).

Yul-Gok 38 moves. Pen name of Yi I, Philosopher and scholar who was nicknamed Confucious of Korea.

Joong-Gun 32 moves. A Korean patriot who assassinated the first Japanese Governor-General of Korea.

Toi-Gye 37 moves. Pen name of Yi Hwang, a noted scholar and an authority on Neo-Confucianism.

Hwa-Rang 29 moves. The youth group which originated in the Silla Dynasty and became a main force in the unification of the three Kingdoms of Korea.

Choong-Moo 30 moves. The given name of Admiral Yi Sun-Sin, who invented the first armored battleship in 1592 A.D.

Kwang-Gae 39 moves. The 19th King of the Korguryo Dynasty. He recovered all the lost territories including the greater part of Manchuria. The foot diagram represents the expansion and recovery of the lost territory.

Po-Eun 36 moves. The fictitious name of Chong Mong-Chu, a famous poet and pioneer in the field of physics. The foot

diagram represents his loyalty to his King and country.

Ge-Baek 44 moves. A great general in the Paekche Dynasty (600 A.D.). The foot diagram represents his severe and strict military discipline.

Eui-Am 45 moves. The fictitious name of Son Byong Hi, leader of the Korean Independence movement in 1919. The 45 movements relate to his age when he changed the name "Dong Hak" (Oriental Culture), to "Chongdo Kyo" (Heavenly Way Religion) in the year 1905.

Choong-Jang 52 moves. The fictitious name of general Kim Duk Ryang, who lived during the Yi Dynasty 15th Century

Ko-Dang 39 moves. The fictitious name of the patriot Cho Man Sik, who dedicated his life to the Korean Independence Movement and the education of his people. The 39 movements signify his terms of imprisonment and birthplace on the 39th parallel.

Sam-II 33 moves. Sam-II denotes the historical date of the Independence Movement of Korea. The 33 movements represent the 33 patriots who planned the movement.

Yoo-Sin 68 moves. The hyung named after General Kim Yoo Sin, commanding general during the Silla Dynasty, who unified the three Kingdoms of Korea in 668 A.D. The 68 movements refer to the last two numbers of the year Korea was united.

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Tuition and Fees

Bethlehem Tae Kwon Do offers classes for children and adults. Which class a student attends is determined by age and proficiency. We are a very family-oriented organization and have a number of parents who enjoy the special enrichment of training with their children.

Registration fee

There is a \$50 registration fee to join Bethlehem Tae Kwon Do. The staff is pleased to give new members the gift of a free uniform.

Monthly fees

As of November 1, 2008 the dues for an individual are \$80.00 per month, and \$50.00 per month for each additional family member. Accident Coverage is included in your membership fees.

Bethlehem Tae Kwon Do accepts tuition payment only through our automated system. We have engaged Member Solutions to handle our receiving of dues. Payment is automatically withdrawn from your checking account or credit card each month. If you have any questions about how this works or how to complete the payment form, please ask one of our instructors.

Testing fees

The testing fee is \$25.00 per test for any rank below Black Belt. A student will be invited to test for the next rank when the instructor deems they are prepared. Upon successful completion of the test, the student will be awarded a new belt and certificate showing his/her new rank (included in the testing fee). An invitation to test does not guarantee a promotion. Retests as necessary are included in the original testing fee for that rank.

Equipment fees

When students begin to spar safety gear is mandatory (approved guards for hands, feet, head, mouth; cup for males). Our experienced staff will be glad to help you with any purchases, including uniforms and other tae kwon do gear.

Liability and Insurance

Members (or their guardians) must release Bethlehem Tae Kwon Do from liability as a condition of membership, per our Membership Agreement. However, each registered member has accident coverage through a policy maintained by Bethlehem Tae Kwon Do. (The policy benefits are available for your review if you wish. Policy terms are subject to change.)

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TAE KWON DO**

REQUIREMENTS FOR YELLOW, ORANGE AND GREEN BELTS

(STUDENTS MUST KNOW ALL TECHNIQUES FOR PREVIOUS RANKS)

RANK	QUESTIONS	FITNESS	STANCES	FORMS
Y	Tie belt	5 push ups	Ready	Chon Ji
Y	Recite the Tenets	5 crunch sit ups	Attention	
Y	Count to five in Korean	5 slow front kicks each leg	Horse	
Y	What country did Tae Kwon do come from?		Front	
Y	How many moves in Chon Ji?		Back	
Y	What does the name Chon Ji signify?		Side	
O	Recite the student creed.	10 push ups	Fighting	Dan Gun
O	Count to 10 in Korean	10 crunch sit ups	Turning	
O	How many moves in Dan Gun?	10 slow side kicks each leg		
O	What does the name Dan Gun signify?	One board hand break)		
O	Recite the student creed.	Sparring		
G	What does Tae Kwon Do mean?	15 push ups		Do San
G	Tae? Kwon? Do?	15 crunch sit ups		
G	How many moves in Do San?	15 slow round kicks each leg		
G	What does the name Do San signify?	One board foot break		
G	Explain the Tenets	Sparring		

RANK	Hand Techniques
Y	Up Block
Y	Down Block
Y	Middle Block
Y	X Block High
Y	X Block Low
Y	Punch
Y	Back fist
O	Forearm block
O	Knife hand block
O	Knife hand guarding
O	Knife hand strike palm down
O	Inside hammer fist strike
O	Ridge hand strike
O	Jab

RANK	Foot Techniques
Y	Front (Body)
Y	Front (Groin)
Y	Round (Body)
Y	Back
Y	Side
O	Crescent (Outside)
O	Spin Back
O	Round (Face)
O	Stomp
G	Crescent (Inside)
G	Axe
G	Lead leg hook

RANK	Hand Techniques
G	Upset punch
G	Vertical punch
G	Rising elbow strike
G	Spear hand strike to body w/guard
G	Spear hand strike high/ mid / low
G	Palm heel block
G	Arc hand strike
G	Tiger paw strike
G	Palm heel strike to face / body
G	Elbow thrust to rear
G	Outside elbow strike
G	Inside elbow strike

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	Hand Combinations
Y	Up block Reverse punch body
Y	Middle inside block Reverse punch face
Y	Down block Reverse punch face
O	Outer forearm block Reverse punch body
O	Knife hand block Reverse punch body
O	Inner forearm block (mid inside) Reverse punch body
O	Back fist strike head Reverse punch body
O	Outer Forearm Block Outside Ridge hand Strike
G	Down Block / Spear Hand Strike to Face
G	Up Block / Spear Hand Strike to Groin
G	Middle Inside Block / Spear Hand Strike to Body
G	Middle Outside Block / Upset Punch to Body
G	Knife hand Block / Vertical Punch to Face
G	Outer Forearm Block / Palm Heel Strike to Body
G	Down Block / Palm Heel Strike to Face
G	Up Block / Palm Heel Strike to Body
G	Middle Inside Block / Arc Hand Strike to Throat
G	Middle Outside Block / Tiger Paw to Throat
G	Knife Hand Block / Rising Elbow Strike
G	Outer Forearm Block / Outside Elbow Strike to Temple

	Kicking Combinations
Y	Rear front snap body Rear round head
Y	Rear front snap body Rear side snap body
Y	Rear side snap body Rear round body
Y	Rear outside crescent head Rear front snap body
Y	Rear outside crescent head Rear side snap body
O	Rear front kick Rear outside axe
O	Inside crescent high Rear leg front snap
O	Rear front snap body Spin back
O	Rear side snap body Spin back
O	Rear outside crescent head Spin back
O	Rear outside crescent Side thrust body
G	Rear round body Round face
G	Rear front kick body Side thrust kick body
G	Rear side kick body Round kick body
G	Rear outside crescent Side body
G	Step to hook kick head Round kick body

	Sparring Combinations
O	Backfist + Reverse Punch
O	Backfist + Lead Leg Side Kick
O	Reverse Punch + Rear Leg Outside Crescent Kick
O	Reverse Punch + Rear Leg Roundhouse Kick
O	Backfist + Lead Leg Side Kick + Reverse Punch + Rear Leg Roundhouse
G	Jab + Reverse Punch + Axe Kick
G	Jab + Lead Leg Hook Kick
G	Jab + Lead Leg Hook Kick + Reverse Punch
G	Jab + Lead Leg Hook Kick + Reverse Punch + Rear Leg Roundhouse Kick
G	Jab + Lead Leg Hook Kick + Lead Leg Roundhouse Kick
G	Jab + Lead Leg Hook Kick + Lead Leg Roundhouse Kick + Reverse Punch
G	Jab + Lead Leg Hook Kick + Reverse Punch + Rear Leg Roundhouse Kick + Spinning Back Kick
G	Jab + Upset Punch + Lead Hand Outside Ridgehand
G	Jab + Upset Punch + Lead Hand Outside Ridgehand + Spinning Back Kick
G	Backfist + Lead Leg Side Kick + Spinning Back Kick + Reverse Punch + Rear Leg Roundhouse Kick

	Self-Defense
Y	GRAB + CARRY
Y	vs. Over hand
Y	vs. Front snap kick
O	vs. Reverse Punch to Face
O	vs. Reverse Punch to Body
O	vs. Two-Hand Lapel Grab
O	vs. Two-Hand Front Choke
G	vs. Lead Punch to Body
G	vs. Lead Punch to Body
G	vs. Lead Punch to Face
G	vs. Lead Punch to Face
G	vs. Two-Hand Front Choke
G	vs. Two-Hand Front Choke
G	vs. Front Kick
G	vs. Front Kick
G	vs. Front Kick
G	vs. Roundhouse Kick
G	vs. Roundhouse Kick
G	vs. Roundhouse Kick
G	vs. Arm Bar from Rear
G	vs. Arm Bar from Rear
G	vs. 1 Arm Choke from Rear
G	vs. 1 Arm Choke from Rear
G	vs. Bear Hug from Rear
G	vs. Bear Hug from Rear

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MEMBERSHIP AGREEMENT

STUDENT INFORMATION

Does the student have personal health insurance? ↓

Student 1 Name _____ Date of Birth _____ Yes No

Student 2 Name _____ Date of Birth _____ Yes No

Student 3 Name _____ Date of Birth _____ Yes No

Bethlehem Tae Kwon Do offers a joint membership agreement so that members may take advantage of our family discount plan. If multiple memberships are covered by this agreement, and any member chooses to terminate his/her membership, a new agreement must be enacted for the remaining member(s).

PARENT OR GUARDIAN INFORMATION (For student(s) under age 18)

Name _____ Relationship _____

BILLING INFORMATION

Name of Customer (Billing Party under this Agreement) _____

Address _____ City _____ State _____ Zip _____

Phone (day) _____ (eve) _____ Email _____

PAYMENT TERMS

Bethlehem Tae Kwon Do agrees to provide ongoing training, and the undersigned agrees to make **monthly payments of \$_____** to Member Solutions ("MSI"), with the first payment due approximately 7 days following the date of the acceptance of this Agreement. Payments are due on the same day of each consecutive month. In addition, the undersigned agrees to pay a one-time Registration Fee of **\$50 per member** through MSI.

PAYMENT TYPE

EFT (Electronic Funds Transfer)

I authorize MSI to debit my bank account each month on the date established by the above terms.

Bank Name _____

Select one: Checking Savings

Routing # _____

Bank Acct # _____

Signature _____

Credit/Debit Card

I authorize MSI to charge my credit/debit card each month on the date established by the above terms.

Select one: VISA MC Discover AmEx

Card # _____ Exp. ____/____

Signature _____

Member Solutions PO Box 705, Jenkintown, PA 19046

P 888-277-4408 F 267-287-1101 Customerservice@membersolutions.com

SIGNATURES

By signing below, I agree to act responsibly with the techniques that will be taught at Bethlehem Tae Kwon Do. Under no circumstance shall the information learned at Bethlehem Tae Kwon Do be used outside of Bethlehem Tae Kwon Do unless required for self-defense. I pledge to uphold the traditions and honor of the martial arts and the rules and regulations of Bethlehem Kwon Do. I have read all the terms set forth on the reverse of this agreement and acknowledge full responsibility to the terms and conditions stated herein as read for membership. I also understand that in order to terminate this agreement the student must tell the head instructor of his/her intent in person.

Student _____ Date _____ Student _____ Date _____

Student _____ Date _____ Customer _____ Date _____

BILLING AGREEMENT

This Agreement is between Member Solutions ("MSI") and Customer in relation to Bethlehem Tae Kwon Do ("BTKD"). The phrase "888-277-4408 Member Fees" will appear on your bank or credit card statement. Any account more than 5 days past due will be charged a \$10.00 late fee unless otherwise stated herein. Any returned payment will be assessed a \$25.00 fee. Any unsuccessful scheduled electronic transaction is subject to a \$10.00 processing fee. MSI is not responsible for any bank fees incurred by Customer. MSI has the sole right to modify any payment due date and to resubmit returned or declined items (plus applicable fees) without prior notice. If the Billing Method is modified during the term of this Agreement, the payment amount may be adjusted accordingly (if applicable, by BTKD).

CUSTOMER'S RIGHT TO CANCEL

If you wish to cancel this Agreement, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to BTKD. The notice must say you do not wish to be bound by the Agreement and must be delivered or mailed before 12 midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to MSI and BTKD at the addresses set forth herein. If you cancel, any downpayment or initial fee may not be refundable and BTKD maybe entitled to a portion of the total Agreement price. If BTKD goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. MSI will not be responsible for any refunds. Enforcement of applicable consumer statutes is by your state or local authority. If you feel your rights have been violated you should contact your state or local Consumer Affairs Office.

By signing this Agreement, the Customer represents that s/he has read and understood this entire Agreement and agrees to comply with all the provisions, terms and conditions set forth on both sides of this Agreement including but not limited to paying the Balance Due. Customer further agrees that once signed, this Agreement is a legally binding and enforceable obligation, and acknowledges having received a copy of this Agreement.

TERMS AND CONDITIONS

- 1. MEMBER FITNESS.** By signing this agreement, Member represents, warrants and ensures that s/he has had an opportunity to observe the programs offered by BTKD and that s/he is physically and mentally able to take classes offered by BTKD in that program and/or any others in which Member may participate. Member understands that s/he may not transfer or assign this membership.
- 2. UNAVAILABILITY.** If BTKD's facilities are unavailable for use for a period in excess of 30 consecutive days, the Member's program will be extended for a period of time equal to the time of unavailability, but no refund or credit will be due the Member. Upon notice to BTKD, the Member may cancel this agreement if BTKD's facilities are unavailable for more than 90 consecutive days. Within 30 days of receipt of such notice, BTKD shall refund to the Member the unused pro-rata portion of the contract (cash) price, excluding any initiation fee, paid by the Member. Notwithstanding the foregoing, BTKD may close its facility on holidays, for a period not exceeding three weeks per year for necessary maintenance and other purposes without affecting scheduled payments.
- 3. LIABILITY WAIVER AND RELEASE.** The Member understands and agrees that strict observation of BTKD's rules and regulations and the rules and regulations relative to the service or instruction provided, including the use of protective equipment, is required. The Member understands and agrees that the use of BTKD's facilities and the Member's presence at BTKD's facility are at the sole risk of the Member. The Member understands and agrees that the services or instruction provided may involve skills and training which include violent and sudden movements and that in connection with the training and instruction, there may be physical contact between instructors and Members and between and among the Members and that such contact may result in personal injury to the Member, despite precautions taken to avoid such injuries. Member hereby consents to engage in such contact as may be necessary or required by Member's participation. Member, on behalf of him/herself and anyone claiming by or through the Member, hereby holds harmless, releases and forever discharges MSI, its officers, directors, employees, agents and representatives and BTKD and its instructors, agents, employees, operators and authorized representatives from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by the Member and arising from the Member's execution of this Agreement, payment processing, participation in any program offered by BTKD, including, but not limited to, any injury or damage caused by the negligence or willful misconduct of MSI, BTKD, its instructors, Members, agents, employees, operators, or authorized representatives. The Member specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she may suffer or incur as a result of his/her execution of this agreement and participation in any program offered by BTKD.
- 4. CLASSES.** Scheduling and content of classes and programs, furnishing of facilities and provision of instructors to teach and supervise classes and practice sessions are at the sole and absolute discretion of BTKD and may be changed at any time by BTKD. By signing this Agreement, the Member receives membership at a greatly reduced price. Member understands and agrees that additional fees such as examination and/or testing fees may not be included in the price of this agreement. BTKD may raise the tuition rate of ongoing memberships by providing advance notice equal to the notice period required for cancellation stated herein.
- 5. SIGNATORIES.** Any person(s) signing this Agreement, whether as a Member, co-signer or otherwise shall be jointly, severally and individually liable to BTKD and MSI for the full contract price as if such person signed as the Member. All persons signing this agreement assume responsibility for all costs of collection, including but not limited to collection agency fees, court

costs, attorney's fees, and late charges that may be incurred in the event of a default. Any person(s) signing this agreement authorizes the use of a disclosed e-mail address for billing and marketing purposes and acknowledges that e-mail text may include financial information pertaining to the membership.

6. COMPLIANCE WITH LAWS. This Agreement shall be governed by the laws of the State in which BTKD is located. All rights and obligations of BTKD and Member under this Agreement are subject to all applicable federal, state and local laws and regulations. To the extent that the terms and conditions of this Agreement conflict with any applicable statute, rule or regulation in effect at the time of execution of this Agreement governing transactions of the type contained herein, the Agreement shall be deemed revised to conform with such statutes, rules and regulations. BTKD and Member shall be bound by the modified Agreement and agree that no other modifications shall be enforceable unless in writing and signed by the parties. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this Agreement.

7. ACCEPTANCE OF MEMBER. By signing this Agreement, Member agrees to fully and completely comply with all terms and conditions hereof and BTKD's rules and regulations. Failure to comply with BTKD's rules and regulations is grounds for immediate suspension or termination of services to the Member. Suspension or termination shall not entitle the Member to a refund or credit for any amounts already paid or cancel any unpaid balance due. The failure or inability of Member to use the facilities, classes or services of BTKD for any reason, except as otherwise provided herein does not relieve or suspend the Member's obligation to make all payments required under this Agreement on a timely basis, nor entitle the Member to a refund or credit. BTKD and those acting under its authority reserve the right to use photographs, videotapes, artwork or other likenesses of the Member for marketing, trade, publishing or any other lawful purpose. Member understands and agrees that full payment of tuition is not a guarantee or promise of advancement.

8. DEATH OR DISABILITY. If Member becomes disabled, the Member may extend the term of the Agreement, at no additional cost, by written notice to MSI and BTKD, for a period of time equal to the duration of the Member's short-term disability, verified by a physician, which precludes the Member from using any of BTKD's facilities for a period of less than six (6) consecutive months. The Member or his/her legal representative may cancel the Agreement if the Member dies or becomes permanently disabled. Permanent disability is a disability, verified by a physician, which precludes the Member from using any of BTKD's facilities for a period in excess of six (6) consecutive months.

9. RELOCATION. Upon notice to MSI and BTKD and satisfactory proof of relocation, Member may cancel the Agreement if Member or BTKD moves more than 25 miles from BTKD's current location.

10. CANCELLATION. This Agreement may be cancelled by Member for any reason without penalty or further obligation at any time prior to midnight on the third business day after you sign this Agreement (the "Right to Cancel"). Notice of cancellation, in writing, stating that you do not wish to be bound by this Agreement must be delivered or mailed to MSI and BTKD by certified mail, return receipt requested within the time period provided above. All money paid shall be refunded by BTKD within 30 days of the exercise of the Right to Cancel, except that BTKD may retain expenses actually incurred and the portion of the total price representing the services used and completed based on an hourly rate of \$35/hour. Payments made at the time of enrollment or execution of this Agreement are non-refundable after 3 days. The Member understands that after the Right to Cancel expires, except as specifically provided herein, this Agreement may not be canceled, and all payments through the end of the Agreement shall be due and payable as provided herein. To cancel this Agreement pursuant to any right contained herein, other than the Right to Cancel set forth above, the Member shall submit, to MSI and BTKD, a completed MSI Cancellation Form, which can be obtained from BTKD, by certified mail return receipt requested, or by personal delivery to the address specified in this Agreement for MSI and BTKD. Within 30 days of receipt of the Cancellation Form, any money to be refunded to the Member shall be paid by BTKD and any automatic transfer shall be canceled. If the Member has executed a credit, lien or automatic funds transfer Agreement to pay for services, any such Agreement executed by the Member shall be destroyed. Failure to utilize the services or instruction provided by BTKD does not constitute or imply notification to or cancellation of this Agreement. Membership is cancelled when all payments due within the specified notification period have been received. If a notification period is not specified, 30 days notice is implied. Member retains membership rights and privileges until the notice period expires.

11. 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, litigation may be initiated to collect all amounts due or the account referred to collection. In the event of default in payment or breach of this Agreement, MSI and/or BTKD shall be entitled to recover their reasonable attorneys fees, court costs, and, if applicable, interest on any past due amount at the rate of 1.5% per month and a collection fee equal to 20% as a collection fee and not a penalty, to collect any past due amounts or cure any breach.

12. CONSUMER NOTIFICATION. MSI is an authorized agent to bill and collect Member tuition on behalf of BTKD. MSI is a billing company not a collection agency or finance company. However, MSI may refer an account to a collection agency or attorney's office for debt collection and/or credit reporting.