

## **Contract and Training Conditions**

**Matrix JiuJitsu, Merkurstraße 2, 67663 Kaiserslautern**

### **§1 Notice and member's declaration**

1. The school points out to the member, that the exercising of a martial art represents a risk-prone activity.
2. The school points out to the member – or legal guardian respectively –, that the school does not cover the member by a sports liability insurance and that the member has to acquire coverage himself if necessary.
3. By signing this contract, the member – or their legal guardian respectively – declare their agreement with the following declaration:
  - I commit to use the learned techniques only in emergencies, at tournaments or during the training in line with existing regulations or point out to my child to use those techniques only in this scope.
  - I or my child are not previously convicted for violent crimes (for example bodily harm). I commit to notifying the school immediately about the aforementioned punishments.
  - I am unaware of any health conditions that would contradict my or my child's exercise of martial arts, like for example cardiovascular diseases or neurological illnesses.
  - I agree that for informational purposes with regard to the work of the school, training photographs and short video clips in which I or my child are seen may be published for example on the webpage of the school.

### **§2 Notice for Upfront Payment**

1. Contracts paid in advance **end automatically** after the contract term and do not require written cancellation.
2. Contracts paid in advance cannot be terminated before the end of the contract term and are non-refundable.

### **§3 Training rules**

1. During training time and other events of the school, each member is subject to the training rules.
2. The member trains at his or her own risk.

### **§4 Training times**

Training times are specified in accordance with the respectively valid training plan

### **§5 Liability**

1. The school or the trainers assume no liability for occurred damages irrespective of the legal basis this damage might pertain to. This is particularly applicable to damages resulting from any breach of supervisory obligations (§ 832 Federal Law / BGB) or the legal duty to maintain public safety within the venue.
2. The aforementioned exclusion of liability is not applicable to cases of intentional acts of gross negligence or injuries to body, life or health. Likewise, the exclusion of liability is not applicable to breaches of major contractual obligations.
3. If a breach of a major contractual obligation is violated by the school or a trainer, then the school only has to compensate the typically foreseeable damages.
4. The school does not bear liability for loss of property put or stored in the school by the member.

### **§6 Supervisory and responsibility for minors**

1. Minors may only use the school's rooms when accompanied by their legal guardians.
2. The school or trainers only bear the supervisory responsibility during the time of the respective training unit. Training times will be communicated to the parents.
3. Parents are liable for their children, also in adjacent premises of third parties, e.g. fitness studio, entrance area, staircase. The owner or operator of these premises also accepts no liability.

## **§7 Payment of contributions**

1. Contributions will be debited monthly in advance from the member's bank account. The yearly fee for administrative and organizational work will be debited together with the first monthly payment, each calendar year.
2. The contract begins on the 1st of the following month, but the service can be used immediately. If membership begins immediately, the contribution for the rest of the month will be charged pro rata.
3. If due to insufficient account coverage the bank incurs cost to the school, the member is obligated to reimburse those costs.
4. If the member's payment is delayed by two consecutive months or a total of two months, all charges for the entire contract period will be due immediately.
5. Seminars, private lessons, examinations or separate small group training are not contained in the member's contribution.

## **§8 Contract Termination**

1. Cancellations of **contracts with monthly payment must be made in writing** or by e-mail with confirmation to [info@matrix-bjj.de](mailto:info@matrix-bjj.de) in order to be effective.
2. Cancellations or changes to the contract must be notified **at least 15 days in advance to the next month**.
3. Contracts **with monthly payment can't be canceled before end of contract** without exceptional reason.  
After the initial contract term, the contract is automatically renewed for 1 month, if it is not canceled **at least 15 days in advance to the next month**. This will continue until the contract is cancelled.
4. The right for extraordinary termination on important grounds remains unaffected. An important ground exists if a member's contribution is delayed by more than 2 months or if a legally binding order of punishment exists for an act of violence perpetrated by the member and as a consequence of this act the member was convicted legally.