



## OKITO AMERICA FAMILY FITNESS BIRTHDAY CONTRACT

Please choose 1, 2 or 3 activities that combine to make 60 minutes of FUN! (selections may total up to 90 minutes max).

**\$150.00 for cost of Basic Party for 10 children (additional children \$12.00 each, birthday child is free)**

45 Minute Activities

- Karate Class            Included
- Games                    Included
- Board Breaking        Included
- Self Defense            \$20.00
- Zumba                    \$25.00
- Pinata Breaking        \$20.00 (not provided by Okito America)

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### We Supply

Belt for Birthday Child  
Party Invitations  
Cutting the Birthday Cake with a Sword  
Birthday Cake (basic white ¼ sheet cake from Publix with theme of your choice)  
Certification of Participation for Birthday Child  
Room for Celebrating Birthday and Activities  
Kicking Contest  
Present Opening  
Weapon Demonstration  
Inflatable Kicking Boy at the front door

### For Each Guest We Provide

Free Trial Program  
Okito America Sticker  
Introductory Lesson

**Add on a Themed party Package for only \$35.00** (includes plates, cups, napkins, utensils, extra goody item plus themed games, activities and decorations)

- YES                    Choice of Theme:  Princess     Spiderman     Sports (includes a game of basketball)
- NO                    I will supply my own paper products

Add on Pizza & Drinks (soft drinks (2 liter) or Fruit Juice Boxes only)

- YES                    3 pizzas provided, cheese only \$35.00
  - NO
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**PARTY DAY:**

SATURDAY       SUNDAY

Date of Party: \_\_\_\_\_ Time: \_\_\_\_\_

# of Children: \_\_\_\_\_ Ages of Children: \_\_\_\_\_  Boys  Girls  Both

Instructor Requested (not guaranteed): \_\_\_\_\_

**CONTACT INFORMATION:**

Child's Full Name: \_\_\_\_\_ M/F

Birthday child Currently Enrolled in Okito America:  Member       Non-Member

Membership Expiration Date: \_\_\_\_\_

Birthday: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age at Birthday: \_\_\_\_\_

Parent's Full Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Deposit: \_\_\_\_\_ Amount: \_\_\_\_\_  Check # \_\_\_\_\_  Cash \$ \_\_\_\_\_  Credit Card  Autopay/EFT

Note: DEPOSIT IS NON-REFUNDABLE, BALANCE IS DUE THE DAY BEFORE THE DATE OF THE PARTY. If your Okito America Member really WOW'd your party, please show your appreciation with a tip on the day of the party

**OFFICE USE ONLY**

Reminder (please check box after asking)

- Please arrive 15 minutes before party
- Please dress accordingly for party (ie proper attire for activites)

Base Party Cost \$150.00	\$ _____
Number of Guests over 10: _____ x \$12.00	\$ _____
(Optional Theme-Party Package (+\$35.00))	\$ _____
Add on Pizza & Drinks (+\$35.00)	\$ _____
Add on Activity (Self Defense, Zumba, Pinata Breaking)	\$ _____
<b>TOTAL COST OF PARTY</b>	<b>\$ _____</b>
(-) Deposit Amount Paid	\$ _____
(=) Total Amount Due:	\$ _____
(Optional: Total Tip)	\$ _____

Cash  Credit Card  Check # \_\_\_\_\_  Autopay/EFT \$ \_\_\_\_\_

Okito America will provide a qualified instructor and the use of its training facilities for a period not to exceed 1 hour of time. Guardian or Parent will provide all additional party supplies and agrees to abide by the rules and regulations of Okito America. Guardian or parent agrees that signature on this contract constitutes a non-refundable and binding agreement between Okito America and Parent/Guardian. Furthermore, the Parent/Guardian agrees to absolve Okito America and it's employees and representatives from and costs or damages arising from and injuries and or liabilities suffered on these premises. It is understood the Parent/Guardian must provide Okito America with signed permission slips and or waivers from all participants, parents or guardians.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in Martial Arts, Self-Defense, Physical Fitness or Salsa Dancing Programs offered at Okito America, and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the student, parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the school's programs, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the instructors of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I fully understand and acknowledge that:
  - a. The Programs offered at this facility involve very strenuous activities and I have or will consult my physician or my child's physician prior to engaging in these activities
  - b. There are risks and dangers associated with participation in school's events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
  - c. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - d. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
  - e. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Okito America facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the events or programs, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee" from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
5. I HEREBY acknowledge that THE ACTIVITIES OF THE PROGRAMS AND EVENT(S) HAVE THE POTENTIAL TO BE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Facility OKITO AMERICA, 3345-2 SW 34<sup>th</sup> Street, Gainesville, Florida 32608

Student Signature X \_\_\_\_\_

Parent/Guardian Signature X \_\_\_\_\_

Mr. Millan  
Chief Instructor \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_