



MEMBERSHIP APPLICATION AND AGREEMENT FORM

MIXED MARTIAL ARTS & BOXING

A - PERSONAL INFORMATION

Title Initials Name Surname

Date of Birth Gender: Male ☐ Female ☐

Local ID Foreign ID/Passport

Postal Address Physical Address

.....

Contact No Email Address

Emergency No Emergency Name

EMPLOYER'S INFORMATION

Name of company of employment

Address of employment

Telephone number of employer HR Manager/Supervisor Contact Number

ATTACH COPY OF THE FOLLOWING UPON RETURN OF THIS APPLICATION FORM

- Identification Document / Passport
- Proof of Residence
- Payslip / 1 Month's Bank Statement

B - YOUR MEMBERSHIP

COMMITMENT PERIOD 12 months

PACKAGES	TICK	12 MONTHS	TICK	6 MONTHS
MMA 4 x a week		N\$1150.00		N\$1350.00
Youth MMA		N\$690.00		N\$890.00
Junior MMA		N\$920.00		N\$1120.00
Notes:				

Start of membership 20

Payment method EFT ☐ Cash ☐

If above is complete and in order, Signature is required:

If under the age of 18 or a student. Parent/Guardian full name

Signature

BANKING DETAILS

Bank Name: Bank Windhoek
Branch Name: Maerua Mall | **Branch Code:** 483-872
Account Name: Hybrid Fitness Centre cc
Account Number: CHK - 8046 365 196
Reference: FULL NAME & Membership

Please email the proof of payment to: accounts@hybridfitnesscentre.com

C - TERMS AND CONDITIONS

1. THE CONTRACT BETWEEN YOU AND CDS MMA College

Your Membership Application Form and these Terms and Conditions ("Terms") form the "Contract" between you and CDS MMA college.

2. ACTIVATION / JOINING FEE

An activation or joining fee of **N\$100.00** will be payable when you enter into this Contract. The activation or joining fee is non-refundable. If your membership is canceled for any reason by you or us and you subsequently wish to rejoin, then you will have to pay the applicable activation or joining fee again.

3. COMMENCEMENT

Your membership will start on the Start Date as set out in your Membership Form above, irrespective of when you are granted access.

4. DURATION

Your membership will commence on the Start Date and will continue for the fixed number of full installments that you have selected ("Commitment Period"). Unless you tell us that you do not wish to continue as a member at the end of your Commitment Period, your membership will automatically continue on a month-to-month basis at the current prevailing membership rate until such time as you give us 20 business days written notice to cancel your membership. If you have paid for your membership in full upfront: Your membership will commence on the Start Date and will continue for the fixed period that you have selected, calculated from the first day of the month following your Start Date ("Commitment Period").

5. TERMINATION OF MEMBERSHIPS

We may cancel or suspend your Contract at our absolute discretion by writing to you at the email address we have on record if:

- You commit a breach of these Terms or if you engage in any conduct which in our opinion would have a negative effect on us, other members or our staff or is detrimental to the welfare, good order or character of CDS MMA college; or
- We subsequently discover that any part of your membership fees (under this Contract or any other prior contract) are/were not paid in full when due; or
- The information you supplied to us is found to be incorrect and/or false; or
- We reasonably think that you are not physically or medically fit to exercise.
- May not train or take part in any MMA training/competition other than with CDS MMA college.
- After vetting your application to this Contract, we subsequently discover facts or information which if we had known prior to entering into the Contract, would have resulted in us not having entered into the Contract with you.

6. EARLY TERMINATION

If you want to cancel your membership before the expiry of your Commitment Period, then you must give us 20 business days' written notice of termination and pay a 80% cancellation fee of your current months outstanding plus any arrears.

7. MEMBERSHIP FEES AND INCREASES

Membership Fees will increase annually regardless of the date that you joined us. We will give you notice of any increase and if you do not wish to accept it you may cancel your membership by giving us 20 business days' written notice. If we do not hear from you, you will be deemed to have accepted the increase and your membership will automatically continue at the new membership rate.

8. CHILDREN & TEENS

Any children and teens permitted entry in accordance with the latest terms and conditions must produce access cards each time they access the club, comply with the restrictions contained by the College and be supervised by you at all times. Membership fees for minor's will depend on the age bracket they fall under.

- Note: When you no longer qualify for an age-related youth membership, your membership will automatically continue at the prevailing adult rate.

9. PERSONAL INFORMATION

Our Privacy Policy explains the way in which we collect, use and store your personal information. If we want to share your information with anyone else for any other reason, we will do so only with your permission. We will use your email address to send a confirmation of your membership and to keep you up to date with news, offers and promotions. You can opt-out of these communications at any time by informing us via an email send. We use the Studio for photo shoots, to film videos and for other promotional purposes from time to time. If you're in the Studio during this time and your image is captured, you hereby consent to us using it in our branding and marketing material.

10. GENERAL

- Your membership is personal and may not be traded or transferred to another person. In particular your access card cannot be used by anyone else to gain access to our facilities, as this may constitute fraud and will be dealt with accordingly.
- If you fail to pay your monthly membership fees on the due date, then you will not be granted access and become liable for a cancellation fee if applicable and all costs in connection with the collection of the arrears including legal costs.
- Although your membership may be paid by a different person to yourself, you will remain liable for all fees payable.
- If you wish to make use of any new services or facilities, then we may require you to pay an additional fee.
- If one or more of these Terms are found to be unenforceable, such Term shall be deemed to be severable from the remainder of this Contract and the Contract shall in all other respects remain in full force and effect.
- To the fullest extent permitted by law, we may transfer and/or delegate to any third party our rights and/or obligations under this Contract without your consent or notification and you will continue as a member.
- This Contract contains all the terms and conditions of our agreement and no representation, addition, variation or cancellation of this Contract shall be of any force and effect unless it is in writing and signed by you and us.
- As a member and athlete of CDS MMA college you are under no circumstances allowed to train with another MMA facility while under contract with us.
- You agree that we may validly serve any notices to the contact details that we have on record for you. Any notice or communication sent by you to us should be emailed or given in person to the receptionist/manager at the Studio. Please check with us to confirm that we have received correspondence addressed to us, as we can only action and be bound by notices that we actually receive. You acknowledge and agree that this Contract was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that you fully understand it.
- The laws of the Republic of Namibia apply to this Contract. You consent to the nonexclusive jurisdiction of the Namibian courts. Fees include VAT.

11. TERMS FOR ATHLETES AFFILIATED WITH CDS MMA COLLEGE

Once an athlete or member is categorized as an Amateur, Pro-Am, or Professional, they are required to fulfill the following obligations to CDS MMA College:

- **Fight Participation:** The athlete must complete a total of 9 sanctioned fights, either as an amateur or professional. These fights can be hosted by any recognized MMA federation or event.
- **Financial Obligations:** The athlete is required to contribute 30% of all sponsorship earnings and 30% of any fight winnings to CDS MMA College. These contributions support the college and its ongoing programs. (Terms and Conditions apply)

I hereby apply to become a member of CDS MMA College based on the terms and conditions set out in the application form.

Date Signature

OFFICE USE ONLY

This application form was received and granted by

Date Signature