

OKITO AMERICA After School Agreement **2021-2022** **Learning shouldn't stop after school!**  
352-338-7262

Enrollment Date \_\_\_\_\_ Start Date \_\_\_\_\_ Referred by \_\_\_\_\_

Parent Name \_\_\_\_\_ Marital status: Mar. Sep. Div. Sgl. Wid.

Student(s) Name \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Elementary or middle school: \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Employer \_\_\_\_\_ Job Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

D.L. # \_\_\_\_\_ SS# \_\_\_\_\_

Parent Name \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Employer \_\_\_\_\_ Job Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

In case of emergency notify; \_\_\_\_\_ Phone \_\_\_\_\_

PLEASE NOTE: To reserve your place weekly, payment is due on Thursday prior to the week of attendance. With a credit card on file & authorization guaranteeing weekly payment, you will have a grace period until Friday. There will be a \$25 fee to reserve your spot on the weeks your child is absent. \_\_\_\_\_ In the event of nonpayment by due date, I authorize my credit card to be charged for the amount due plus any applicable late fees and/or outstanding balances. Type \_\_\_\_\_ Number \_\_\_\_\_ Exp \_\_\_\_\_ CVV \_\_\_\_\_

BILLING ADDRESS\*: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

WEEKLY AUTOMATIC DEBIT AUTHORIZATION (In the event of student withdrawal from this program & the automatic debit method of payment, a 2-weeks' notice in writing prior to the payment due date is required so credit card is not debited is required.)

Refer to Okito America's New Member Packet for full list of policies & additional fees.

1. Payments not received by due date will be assessed a \$5.00 late fee and transportation will be discontinued until payment & all applicable fees are paid in full. We do not generate a payment history; therefore, it is advisable to keep all of your receipts.
2. In the event weekly payment is delinquent for more than one week, a \$5.00 late fee will be due for the first week, plus a \$10 fee for each additional week thereafter may be assessed until all past due balances are paid in full.
3. A returned check will have a service fee of \$25.00. For the second returned check, a \$30.00 service charge will be assessed. Additionally, the above credit card/debit card will be debited for the amount(s) of the returned check(s) plus any outstanding fees. Returned checks may result in the requirement to have all future transactions made in the form of CASH ONLY. Your prompt payment is appreciated & expected.
4. NO REFUNDS. However, as a courtesy, credit may be issued for services, equipment or uniforms.
5. If your child is absent for a week, you will lose your place in the After School and Summer Camp program, unless you pay a \$25 fee per absent week to reserve your spot at the program (Okito America).
6. I UNDERSTAND THAT OKITO AMERICA IS A MARTIAL ARTS SCHOOL AND NOT A DAYCARE IN AS SUCH, THEIR STOCK-IN-TRADE IS NOT SUPERVISION AND CARE. THE INTENT OF OKITO AMERICA IS TO TEACH MARTIAL ARTS PHYSICAL AND PHILOSOPHICAL CHARACTER-BUILDING SKILLS. I UNDERSTAND THAT OKITO AMERICA IS A MARTIAL ARTS SCHOOL AND IS A DROP-IN FACILITY IN AS SUCH; MY CHILD(REN) IS (ARE) FREE TO COME AND GO. ADDITIONALLY, IF MY CHILD(REN) STAY(S) AT THE OKITO AMERICA FACILITY, IT IS BECAUSE OF MY DIRECTION AND NOT THE DIRECTION OF THE SCHOOL.
7. WAIVER & RELEASE: Buyer(s) understand(s) that Student(s) is (are) engaging in physical activity/exercise, along with the use of (Okito America)'s facility, equipment, training and instruction, which can be dangerous & could cause injury. Therefore, Buyer(s), assume(s) all risk of injuries to said individual(s). Buyer(s)/Student(s) hereby waive and release any claim or right to sue the School, employees or agents for injury. Buyer(s) has (have) carefully read this waiver & release and fully understands that it releases Okito America of all liabilities for any injury that may occur. It is always advisable to consult a physician before undertaking any physical activity/exercise program, particularly karate activities.
8. LOSS/DAMAGE/THEFT: (Okito America) does not assume any responsibility for the loss, damage or theft of any property belonging to Buyer(s)/Student(s) and Buyer(s)/Student(s) agree(s) that Okito America and its personnel are not responsible or liable for any such property in the event of loss, damage or theft on or about the facility, including transportation vehicles.
9. NON-COMPETE: It is prohibited for any Student and/or guest(s) to conduct any commercial business or activity or solicit any business competitive with that of the School (including personal training services) from or about the School premises or within a 25-mile radius for a period of 5 years without prior express, written consent of owners. The Academy has the right to recover any revenues received by Student and/or guest(s) in violation of this policy, as well as attorney's fees, court costs, etc. incurred. Student and/or guest(s) may not subscribe to any such business activity.

AUTHORIZED SIGNATURE X \_\_\_\_\_ Date \_\_\_\_\_

# OKITO AMERICA MEMBER CHECKLIST

I, \_\_\_\_\_, acknowledge the following listed and I understand it is my responsibility to read and be governed by the following (OKITO AMERICA) policies & procedures.

**(Initial each)**

\_\_\_\_\_ Parent Responsibility Checklist authorizing after school pick-up.

\_\_\_\_\_ Mandatory Members Expectations

- Waiting periods every two months average & testing fees involved in each graduation through Black Belt (Instructors are to decide whether the student is graduating or not)

WHITE TO YELLOW: \$60

GREEN TO RED: \$70

BLACK BELT: \$100

- When a student reaches Yellow Belt, protective gear is required.

\_\_\_\_\_ **One-time** registration fee of \$99.99 (**new students only**)

\_\_\_\_\_ Yearly dues (\$45.00 per year)

\_\_\_\_\_ Agree to activities pictures/photo sharing in any website/social media/magazine/ or any other.

\_\_\_\_\_ **Two weeks' notice before withdrawing the student from the program in writing.**

\_\_\_\_\_ **NO REFUNDS**

Thank you in advance, your prompt payments are appreciated and expected.

# OKITO AMERICA PARENT RESPONSIBILITY CHECKLIST

I, \_\_\_\_\_, authorize my child/children to be picked up by (OKITO AMERICA)'s designated bus. I understand the following is my responsibility:

(Initial each)

\_\_\_\_\_ Notify your child's/children's school teacher(s)

Name of teacher(s)

Grade(s)

\_\_\_\_\_ Notify the school office, confirming that your child/children will be in the line for (OKITO AMERICA) bus-riders.

\_\_\_\_\_ Call (OKITO AMERICA) BY NOON if your child/children will not be picked up on a particular day.  
PLEASE NOTE: **Failure to notify (OKITO AMERICA) will result in a \$5.00 no-call or late-calling fee** due upon next pick-up. NO EXCEPTIONS! (Call, email, or **ProCare connect text**)

Provide your email address for ProCare Connect purpose \_\_\_\_\_

\_\_\_\_\_ It is the sole responsibility of the teacher and/or school to make sure that your child boards the (OKITO AMERICA) bus ON TIME & is not held back for any reason.

\_\_\_\_\_ (OKITO AMERICA)'s responsibility begins when student boards the (OKITO AMERICA)-designated bus.

\_\_\_\_\_ By pick up time, please check that your child has everything once he/she leaves Okito America.

\_\_\_\_\_ Label everything (Uniform, backpack, lunchbox)

\_\_\_\_\_ Make sure your child brings the uniform every Monday for class and take it home by Thursday to be cleaned.

\_\_\_\_\_ If the student does not follow the instructions established by Okito America, he/she will not be able to continue in the After-School program.

\_\_\_\_\_ Parents need to assure the pickup of the student if he/she is having behavioral issues or if the student is sick.

\_\_\_\_\_ Okito America will check the student's temperature, disinfect personal belongings, and supply hand sanitizer before coming into the school.

**WE ARE NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS**

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

# OKITO AMERICA PRODUCT CHECKLIST

**We provide:**

Free Uniform. (New students only)

Free transportation from school to our facility.

Secure Sign In-Out program (PRO CARE CONNECT parent app access)

Secure and safe check at health station before entering Okito America.

CPR Certified Staff

24 hours surveillance cameras

Martial Arts classes

Arts & Crafts

Science classes

Sports

Homework assistance

Spanish classes

Nutrition learning activities

Progress reports

Monthly newsletter with details on the skill we will be teaching during that period are available at the front desk.

Monthly pictures and calendar updates through ProCare Connect app

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Signature of Parent or Legal Guardian

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Date

# OKITO AMERICA PROGRAMS CHECKLIST

Program	Price	Description	Check
<b>Regular</b>	\$89	<ul style="list-style-type: none"> <li>• After School program <b>(This includes transportation from school)</b></li> </ul>	
<b>Basic</b>	\$99	<ul style="list-style-type: none"> <li>• After School Program</li> <li>• 2 snacks per day</li> </ul> -Healthy snacks options available (see below)	
<b>Premium</b>	\$104	<ul style="list-style-type: none"> <li>• After School Program</li> <li>• 2 snacks per day</li> <li>• Uniform cleaning service</li> </ul>	
<b>Gold</b>	\$139	<ul style="list-style-type: none"> <li>• After School Program</li> <li>• 2 snacks per day</li> <li>• Uniform cleaning service</li> <li>• 1 Transportation (circle)</li> </ul> <p style="text-align: center;">Morning      Afternoon</p>	
<b>Platinum</b>	\$174	<ul style="list-style-type: none"> <li>• After School Program</li> <li>• 2 snacks per day</li> <li>• Uniform cleaning service</li> <li>• Morning service transportation</li> <li>• Afternoons drop off service (circle)</li> </ul> <p style="text-align: center;">4:00 pm      5:00 pm      6:00 pm</p>	

• Healthy Snacks Options (Fruits, grains bars, rice crisps, popcorn, etc) added to **Basic** Program:  
\$5 Additional/week \_\_\_\_\_

• Only ONE transportation service: Morning or Afternoon drop off to **Regular** Program:  
\$35/week \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in all activities of Okito America (Inside and outside the facility) and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my child's participation in the Activity, and do hereby release and forever discharge Okito America, located at 6900 SW Archer Rd., Gainesville, Florida 32608, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my child's participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

My child is voluntarily participating in the Activity entirely at their risk. I am aware of the risks associate with traveling to and from as well as participation in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my child's or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my child's participation in any Okito America Activity.

I agree to indemnify and hold harmless Okito America against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Okito America incurs any of these types of expenses, I agree to reimburse Okito America.

I acknowledge that Okito America and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conduction a specific event or activity on behalf of Okito America.

I acknowledge that any Okito America Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. Also, I agree and give permission to Okito America of the photo sharing of my child in their social media/kinderlime.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Okito America and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Okito America for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Okito America, is agents, and employees.

In the event that my child should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should provide my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my child's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, \_\_\_\_\_, and Okito America agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Telephone Number**

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In the event that the participant is under the age of consent (18 years of age); this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Child's Name:** \_\_\_\_\_

**Parent's Name (Print Please):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_