

# CITYSKILLS

BERLIN

## MEMBERSHIP CONTRACT

### ADULT

\_\_\_\_\_  
FAMILY NAME

\_\_\_\_\_  
FIRST NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
POST CODE - CITY

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
MAIL

**P - MEMBERSHIP**  
Monthly Fee 49€ - 3 Months' Duration

**3 - VISITS CARD**  
49€

**E - MEMBERSHIP**  
Monthly Fee 59€ - 6 Months' Duration

**10 - VISITS CARD**  
149€

**G - MEMBERSHIP**  
Monthly Fee 69€ - 3 Months' Duration

**20 - VISITS CARD**  
239€

\_\_\_\_\_  
All contracts can be terminated after the end of the contract period with a period of notice of 4 weeks, in writing by e-mail. Otherwise, the contracts are automatically extended by the selected term. The AGB of «Cityskills» apply. The contract is valid upon delivery. With the registration there is a one-time fee of 20 Euros which is to be paid with the first monthly fee.

Membership fees are to be transferred in advance by the 5th of each month to the following account:

NAME: Sylvain Dantec IBAN: DE54 4306 0967 1212 7826 01 BIC: GENODEM1GLS  
Please set up a standing order and enter your name and membership as reason for payment

\_\_\_\_\_  
DATE & SIGNATURE OF CONTRACT PARTNER

## AGB «Cityskills»

By registering for a membership, a visitor card or a seminar (hereinafter referred to as courses), the contractual partner fully agrees to the following contractual conditions:

### 1. Rights of the course participant (m/f):

The course participant is entitled to use the training rooms provided by Cityskills for the agreed duration of the course during the agreed training times. There is no entitlement to the course being conducted by a specific trainer.

### 2. Duties of the course participant (m/f)

The user undertakes to treat all premises and training equipment with care and to report any damage immediately. The instructions of the instructors (trainers) must be followed. The course participant, or the legal representative (parent or guardian), is liable for all damages caused by him or her. The course participant undertakes to pay the agreed course fees regularly. These are paid in advance by the 5th of the month.

### 3. Health:

The course participant (m/f), or the legal representative (parent or guardian), hereby confirms that the course participant (m/f) is healthy and fit for sport without restrictions. In case of doubt, the course participant (m/f) must consult a doctor before registration. The course participant is advised that Cityskills accepts no liability for his or her fitness and health and that the training takes place at the participant's own risk. Any previous injuries or restrictions must be reported to the instructor before the training without being asked.

### 4. Liability:

The use of all facilities and services is at your own risk. Claims for damages against Cityskills and its vicarious agents and assistants due to impossibility of performance, non-fulfilment, positive breach of contract, culpa in contrahendo and unauthorised action are excluded, unless the damage was caused intentionally or through gross negligence. No liability is accepted for the loss or damage of clothing brought along as well as for valuables or money. Any liability for injuries of the participants caused by Cityskills or the teaching staff is excluded. Personal injury and material damage to the training equipment and facilities of Cityskills, caused by intent or gross negligence, will be repaired at the expense of the person responsible.

### 5. Insurance:

The conclusion of an accident insurance policy is at the discretion of the participant, but is recommended. Cityskills has advised the participant (m/f) that he/she is registering for a contact sport discipline where injuries cannot be completely excluded. Cityskills has not taken out accident insurance for its course participants.

### 6. Course dates

Cityskills reserves the right to change the opening hours as well as training days and times valid at the time the contract is concluded. If it is impossible to provide the service, claims for damages by the course participant are excluded. In the event of training being cancelled at one location, there is no entitlement to a reduction in fees provided that training is offered in the 10-14 postcode area in the same calendar week. Should there be downtime, the contract period shall be extended by this downtime. A relocation of the training rooms within the 10-14 post code area does not entitle to an extraordinary termination.

### 7. Contract types, contract duration and termination:

Cityskills offers different types of contracts.

**P-Membership** - exclusively for women training in Schöneberg

- 3 months duration
- Monthly contribution: 49 Euro
- Participation in all Krav Maga women's training sessions per month
- One women's seminar free of charge

**E-Membership**

- 6 months duration
- Monthly contribution: 59 Euro
- Participation in all training units
- A normal seminar free of charge

**G-Membership**

- 3 months duration
- Monthly contribution: 69 Euro
- Participation in all training units
- A normal seminar free of charge

Visits cards

- no date of expiration
- different price models
- Participation in all training units

The contractual relationship is valid for the duration of the course and is automatically extended for the chosen duration, unless cancelled with a notice period of 4 weeks before the end of the contract. In case of violation of the generally accepted rules of decency or points of this contract, Cityskills can terminate the contract without notice. There is no right to a refund of the course fee.

### 8. Law:

The student's attention is drawn to the fact that misuse of the techniques learned may be punishable by law. In particular, he/she has to make sure that he/she is always acting within the framework of the legal regulations (e.g. §32 StGB - Notwehr). The course participant (m/f) confirms that he/she has not been convicted of a violent offence. Cityskills can explicitly and at any time demand the request and presentation of a police clearance certificate at the expense of the course participant. If this is not presented or contains entries, in particular on violent offences, this fact entitles Cityskills to terminate the contract without notice.

### 9. Cancellation of courses:

Cityskills reserves the right to cancel courses for certain reasons. Reasons for a cancellation of courses may be given. The course fees will be refunded within 10 days of the course cancellation. The course participant has no further claims for compensation.

### 10. Image and film recording:

Cityskills reserves the right to take photos and videos during the courses and to use them free of charge for its own advertising purposes. The picture rights of the course participant (m/f) remain unaffected. The course participants (m/f) are expressly not permitted to make film and photo recordings.

### 11. Data protection:

In accordance with the data protection regulation, Cityskills only collects and collects data that is relevant for training and member administration. This includes name, address, date of birth, mobile phone number and e-mail address. Personal data of members will not be passed on to third parties without consent and will not be used for advertising purposes. The participants agree to be informed by Cityskills via newsletter about events. This declaration of consent can be revoked at any time.

### 12. Further agreements:

By participating in the course or by achieving a graduation, the student does not acquire the right to teach the learned material in an independent way. Additions, amendments or subsidiary agreements to this contract, as well as the cancellation of this clause, must be made in writing.

### 13. Severability clause:

Should one or more of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which achieves the economic purpose pursued by it as far as possible and is compatible with the remaining provisions of this contract. By registering for a course at Cityskills, the course participant (m/f) acknowledges the contractual conditions. Place of jurisdiction is Berlin.