



# Fushicho Martial Arts

ABN 29 766 494 229

## Application and Martial Arts Contract

Office Use Only			
5-7	8-11	12-17	
Freq:		1	2 3
Comp:		Y	N
Entered:			

### Applicant's Details:

Last Name  DOB

Given Names

Address  Suburb  Postcode

Mobile

Email

*(Email address of Parent/Guardian if Applicant under 18 years)*

### Contact/s (for Applicant under 18 yrs):

Mother / Guardian 1

Father / Guardian 2

Mobile

Mobile

### Martial Arts History

Have you studied martial arts before?

Yes  No  If yes, please give details: Style \_\_\_\_\_ No. years' studied \_\_\_\_\_

Grade achieved: \_\_\_\_\_ Name of instructor: \_\_\_\_\_

### Exclusion of Application

Have you ever been excluded from Martial Arts in the past by a medical practitioner or any other person or entity or a Martial Arts Club?

Yes  No  If yes, please give details: \_\_\_\_\_

### Health Checklist

Please tick (✓) 'Yes' or 'No' in the box provided:

Do you have medical condition/s that may prevent exercise? Yes  No

If yes, please describe: \_\_\_\_\_

Do you require specific taping / padding for a previous injury? Yes  No

If yes, please give details: \_\_\_\_\_

### Health History

Have you had... Yes No

Heart attack/failure, disease or surgery

Surgery

A hernia

Are you...?

Taking prescription medications\*

Diabetic

Physically inactive

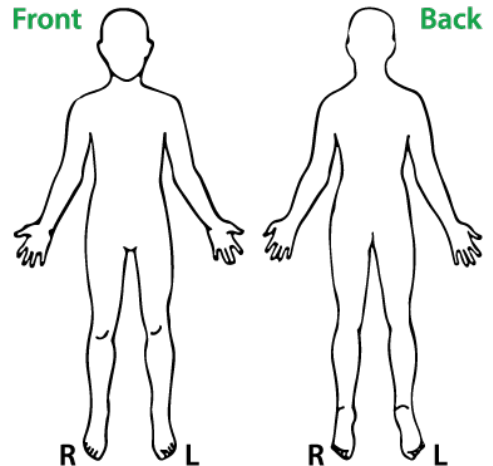
Do you...?

Have epilepsy

Have asthma

Please highlight any injuries on the diagram and detail below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\* If you answered 'Yes' to prescription medications, please give details:

\_\_\_\_\_

If any questions in **Health History** were marked YES, we recommend you visit a doctor or allied health professional before starting martial arts training.

**\*\*\* Continued next page. \*\*\***

## Martial Arts Contract

The following conditions must be read carefully:

### 1. Interpretation

"the Applicant" means the individual who signs this Application and Contract and agrees to be bound by its terms and includes a guardian of that individual if the individual is under 18 years of age.

### 2. Acceptance

I, the Applicant, hereby agree to be bound by the terms of this Application and Contract with Fushicho Martial Arts and the persons named and described in Schedule 1, hereinafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities for Martial Arts, to instruct me in Martial Arts and related activities ("the service") upon and subject to the following terms and conditions:

#### (a) Club Fees

The Applicant will pay on demand the prescribed or stated fees for the service. Such fees may be notified to the Applicant by letter or memorandum or by notice displayed in the provider's website or premises or premises occupied by the providers or verbally.

#### (b) Medical Conditions

The Applicant warrants that he or she has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells and is not presently receiving treatment for any illness, disorder or injury which would render it unsafe for the Applicant to take part in Martial Arts. The applicant further warrants that he/she has provided information on any and all pre-existing medical conditions.

#### (c) Exclusion of Applicant

The Applicant warrants that he or she has not at any time been excluded from Martial Arts by a medical practitioner or any person or entity including a Martial Arts Club.

#### (d) Rights of a Consumer

If the Competition and Consumer Act 2010 applies to this agreement then certain terms and rights may be implied into this application and contract which operate for the benefit of the Applicant. Under the provision of that legislation, those terms and rights, and any liability of the supplier flowing from them, cannot be excluded, restricted or modified by any provision of the application and contract.

#### PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of the offerer for breach of those warranties is limited to:

- (a) repair or replace the goods or part of them; or
- (b) provide again or rectify the services or part of them; or
- (c) wholly or partly recompense the consumer.

#### (e) Waiver and Indemnity

In all other cases and except where inconsistent with the above, the Applicant for him/herself, his/her executors, administrators, dependents and other personal representatives, hereby absolves and indemnifies the providers and all their servants, agents, employees and other students or persons under the provider's control (the "indemnified") from all liability howsoever arising for injury or damage (including but not limited to the Applicants' person, whether fatal or otherwise, property and personal belongings) however caused including by the negligence of the indemnified, arising out of or participating in Martial Arts or in connection with Martial Arts or in any way caused by, or arising out of, any activity carried on by the indemnified. I, the Applicant, have been advised and understand that the practice of martial arts is potentially dangerous.

I, the Applicant, agree to occupy and use the premises of Fushicho Martial Arts at risk to myself and release to full extent permitted by law Toni Marice Knapman of Fushicho Martial Arts, and its agents, servants, contractors and employees from all claims and demands of every kind in of or resulting from any accident or damage to property or injury or death to myself while undertaking training in martial arts with Fushicho Martial Arts

#### (f) Martial Arts done at Applicant's own Risk

Any person training Martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by Fushicho Martial Arts are only allowed to do so on the distinct understanding that they do so entirely at their own risk

#### (g) Martial Arts not to be taught by Applicant

The Applicant agrees that he/she is in no way qualified or authorised to teach Evolution Jujutsu or Bujinkan Budo Taijutsu martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorisation of Evolution Jujutsu Pty Limited

#### (h) Acceptance

Performance of the provider's obligations under the application and contract may be affected by any one or more of the providers either jointly or severally

#### (i) Governing Law

Any agreement entered into pursuant to this acceptance is to be governed by the laws of the State of NSW and the Courts of NSW shall have exclusive jurisdiction to entertain any action in respect of any such agreement

#### (j) Statement of Understanding

I, the Applicant, have read, or have had read to me the above conditions and having understood the same, I consent to the activities proposed

Applicant Signature

X

(Guardian / Parent to sign if Applicant under 18 years)

Full Name

Please Print

Dated this

Day of

20

In the Presence of

X

(Signature of Witness)

## SCHEDULE 1

In addition to Fushicho Martial Arts, the providers in respect of this agreement include:

- (a) The principle representatives of 1<sup>st</sup> Wahroonga Scouts for the scout hall being hired
- (b) The staff, instructors, venue providers, including but not limited to:
  - (i) Fushicho Martial Arts' Wahroonga premises
  - (ii) Toni Marice Knapman and all other instructors and volunteers of Fushicho Martial Arts and volunteer programs.