

**APPLICATION FORM AND WAIVER RELEASE AND ASSUMPTION OF RISK
FOR THE BLUE MOUNTAINS MARTIAL ARTS CENTRE**

1. APPLICANT'S DETAILS:

Last Name:
Given Names:.....
Address:
Postcode:.....Ph (home).....Ph (work).....
Email:.....@.....
Mobile-Phone:.....
Occupation:.....Date of Birth.....
Name of Employer:.....
How did you find us – Web site , Car sign , Phone book , Friend , other

2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgment?
YES If yes, what drugs
NO
Have you suffered any incapacity requiring medical attention in the past 12 months?
YES If yes, give details
NO
Name and identify any psychological impairments, injuries or medical condition that currently affect you.....
Are you aware of any health problem that you have that, in the interests of your safety, the academy/club should be advised of? YES [] NO []
If yes please describe

3. MARTIAL ARTS HISTORY

Have you studied martial arts before YES NO If yes please state particulars of:
Style:.....Grade Achieved:.....
Number of years studied:..... Name of your instructor.....

4. EXCLUSION OF APPLICANT

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 If yes, provide details
NO

5. DECLARATION OF UNDERSTANDING

Martial Arts Is Dangerous

I have read and understood the terms of the Martial Arts Contract or if I did not understand the terms of the Contract I requested an independent person to explain them to me.
Dated thisday of.....20.....
Applicant Signature.....
Witness signature.....
Name of Witness (Print in Block Letters).....

6. GUARDIAN'S CONSENT: (for all persons under 18 years)

I hereby certify and decree that all the information contained in the declarations above is true and accurate.
Signature..... Relationship to Applicant.....
Address in full
.....STATE.....POSTCODE.....

7. Martial Arts Contract

MARTIAL ARTS IS DANGEROUS

The following conditions must be read carefully:

1. Interpretation

"the Applicant" means the individual who signs this 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, *(full name)*

.....
of *(residential address)*

.....
I, *(full name of Guardian)*

.....
of *(residential address of Guardian)*

.....
the Applicant, hereby agree to be bound by the terms of this Contract with The Blue Mountains Martial Arts Centre 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 premises or premises occupied by the provider 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 nay and all preexisting 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' or similar state laws apply to this agreement then certain terms and rights may be implied into this 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 contract.

PLEASE NOTE THE FOLLOWING:

If the 'Competition and Consumer Act 2010' or similar state laws 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:

- (i) the re-supply of the Martial Arts instruction and related activities; or
- (ii) the payment of the cost of having the Martial Arts and related activities supplied again.

(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 providers 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 anyway 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 the The Blue Mountains Martial Arts Centre at risk to myself and release to full extent permitted by law Chris Traish, The Blue Mountains Martial Arts Centre, 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 the The Blue Mountains Martial Arts Centre.

(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 this Club/Academy Company 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 authorized to teach Mixed martial arts publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Chris Traish.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by The Blue Mountains Martial Arts Centre Class Code of Conduct and agree and acknowledge that any failure to abide by rules of the Code of Conduct may result in my expulsion from the Academy.

(i) Acceptance

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

(j) 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 Australia shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(k) 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.

(l) Acknowledgment

The Applicant acknowledges that he/she has had adequate time to read and review this Contract and signs this Contract without duress

Signed (*Applicant*)

This (date) **day of** (month).....**20**.....

in the presence of (signature of witness)

Name of Witness (please print in block letters).....

[This contract **must** be signed by a guardian if the Applicant is under the age of 18.]

SCHEDULE 1

In addition to The Blue Mountains Martial Arts Centre , the providers in respect of this agreement include :

(a) The President, Councilors and Ratepayers of Blue Mountains Shire Council. If a Council Hall is being hired or if not the principle representatives of the venue being hired

(b) The staff, instructors, venue providers, including but not limited to :

(i) *Chris Traish , Deb Traish , Paul Traish , Jason Traish , Paul Traish & Samuel Traish*

(ii) Blue Mountains Shire Council

(iii) *Instructors & Assistant Instructors - Alan Swanton , Marcelo Rezende , Andrew Tulloch , Bernadette Obrien , Dearne Fulcher , Patrick Doraphy , Grant Brechney , Timothy Hobson , James De Caux and all visiting Instructors .*