



Raining Spirit Dojo

Application Form

APPLICANT'S DETAILS:

surname:
given names:
address:
.....
phone:email:
date of birth:
emergency contact name:contact number:

HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgement?
YES NO If yes, what drugs

Have you suffered any incapacity requiring medical attention in the past 12 months?
YES NO If yes, give details

Do you have any pre-existing health conditions, or have any injuries/health concerns which may affect your training in a martial art?
YES NO If yes, give details.....

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 NO If yes, give details

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 this:day of.....20.....

applicant Signature:

witness signature:

GUARDIAN'S CONSENT: (for all applicants under the age of 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



MARTIAL ARTS IS DANGEROUS

The following conditions must be read carefully:

interpretation:

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

acceptance:

I, (full name of applicant):
of, (residential address):

I, (full name of Guardian):
of, (residential address of Guardian):

the applicant, hereby agrees to be bound by the terms of this Contract with “ **Raining Spirit Dojo**” 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, email 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.

(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 Trade Practices Act 1974 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 Trade Practices Act 1974 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 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, dependants 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

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

any person training in 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) 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.

(h) Governing Law:

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

(i) 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.

Signed (Applicant):

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

in the presence of (signature of witness)

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

SCHEDULE 1

In addition to “**Raining Spirit Dojo**” , the providers in respect of this agreement include :

- (a) The President, Councillors and Ratepayers of Nilumbik 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) Nilumbik Shire Council
 - (ii) **Raining Spirit Dojo**
 - (iii) Sylph Dominic Hawkins, and all and any volunteers, employees, students or any other person acting on behalf of, and with permission from Raining Spirit Dojo,

From time to time, photos, videos and various media may be taken of the class, and members, for use in and out of the dojo, for publicity, documentation and sentimental reasons and may be used on the website and newsletters. Please confirm if you consent to the taking of your (**or the applicant if under 18 years of age**) photo or video footage, and the possibility of having it used for publicity, website, newsletter and in-class purposes.

I,, consent to the taking of and use of photos, video footage and/or media, involving me (or the applicant) for:

General Publicity, Website and Newsletter:	YES	NO
In-Class Uses, such as photo albums, etc:	YES	NO

Dated:

Signed: