

Have you had any fractures or dislocations in the last 3 years? YES NO

If Yes, please specify:

Have you had any head, neck or spinal issue? YES NO

If Yes, please specify:

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/club:

4. YOGA HISTORY

Have you studied yoga before YES NO

If yes please state particulars of:

Number of years studied:

Name of your instructor/school:

5. 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 .

6. 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.

7. 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

Martial Arts Contract

MARTIAL ARTS IS DANGEROUS

The following conditions must be read carefully:

Factual background statement: There are no competitions in Aikido-Yoga. Trainees are encouraged to develop unique mind/body co-ordination skills while helping their training partners to develop their skills in a safe, nurturing, good-natured and non-competitive atmosphere. You are nonetheless applying for instruction in martial arts activities involving strenuous exercise and personal body contact. Because of this there is always an inherent risk of injury that cannot be eliminated.

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)

(If the Applicant is under the age of 18.)

I, (full name of Guardian)

the Applicant, hereby agree to be bound by the terms of this Contract with (insert name of Club) 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 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 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 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 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 World Aikido Yoga at risk to myself and release to full extent permitted by law (insert head instructor), The World Aikido Yoga, 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 World Aikido Yoga.

(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 World Aikido Yoga martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of World Aikido Yoga.

(h) Agreement to abide by the World Aikido Yoga Rules

I, the Applicant, agree that I will abide by the World Aikido Yoga 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 Victoria and the Courts of Victoria 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 participate in the Martial Arts activities contemplated by this Contract. I declare that I have been given the opportunity to seek legal advice regarding the terms of this Contract. I certify that I have read, understand and agree to each and every one of the conditions of this Contract.

Signed (Applicant)

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

in the presence of (signature of witness) .

Name _____ Signature _____

(This contract must be signed by a guardian if the Applicant is under the age of 18.)

SCHEDULE 1

In addition to World Aikido Yoga, the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of Bayside City 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) Ronald Smith Operator of 1 Fern Street Black Rock 3193 Melbourne
 - (ii) Bayside City Council
 - (iii) World Aikido Yoga
 - (iv) Julius Aib, Robert Watmuff, Kieran Gooley and Darryl Dillon-Shallard