



WORLD AIKIDO-YOGA

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 the relevant guardian of that individual if the individual is under 18 years of age.

2. Acceptance

I, (full name – PRINT)

of (residential address)

I, (full name of Guardian – if Applicant is under 18 years of age)

of (residential address of Guardian)

the Applicant, hereby agree to be bound by the terms of this Contract with World Aikido-Yoga and its instructors or venue providers (hereinafter jointly and severally referred to as "the providers"). The providers agrees to permit me to use its 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 agrees that in consideration for payment of an initial registration fee and completion of the forms attached to this Contract, the Applicant would be entitled to participate in Aikido-Yoga classes conducted at any official venue world-wide, in accordance with this Contract. 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 providers or verbally.

(b) Medical Conditions

I, the Applicant, warrant that I have not, at any time, suffered any medial condition (including any blackout, seizure, convulsion, fainting or dizzy spells) and I am not presently receiving treatment for any illness, disorder or injury which would render it unsafe for me to take part in Martial Arts.

(c) Exclusion of Applicant

I, the Applicant, warrant that I have not at any time been excluded from Martial Arts by a medical practitioner or any other person or entity, including a Martial Arts Club, for any reason.

(d) Consumer Rights

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 provisions of that legislation, those terms and rights, and any liability of the providers 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 operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, then the liability of the providers 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 instructor and related activities supplied again.

(e) Conditions

- (1) I, the Applicant, assume the risk of all injuries, losses and damages and do hereby hold World Aikido-Yoga, its instructors, agents, students and other persons otherwise connected with the Aikido-Yoga classes, harmless from any and all liability (including legal costs) for all claims, actions or damages arising from any injuries, losses or damage suffered by me or caused to a third party by me during the activities occurring on any World Aikido-Yoga premises or elsewhere in connection with such classes.
- (2) For the effectiveness of my own training and safety and that of other participants, I, the Applicant, agree to conduct myself at all times in a manner consistent with the rules of martial arts etiquette made known to me by the providers, and all directions of my instructors, and to observe and apply common sense safety.
- (3) I, the Applicant, warrant that I have disclosed all relevant medical conditions or pre-existing illnesses or injuries to World Aikido-Yoga, and undertake to disclose any illness or injuries that may occur in future as long as I participate in classes.

- (4) In all other cases and except where inconsistent with the above, I, the Applicant for myself and my executors, administrators, dependents and other personal representatives, hereby absolve and indemnify the providers and all their servants, agents, employees, and all other students or persons under the providers control (the "indemnified") from all liability arising from any injury or damage (including but not limited to my person, whether fatal or otherwise, and including property and personal belongings) in connection with the my participation in Martial Arts provided by the providers, or in connection with Martial Arts by or in anyway caused by, or arising out of, any related activity carried on by the providers.
- (5) I, the Applicant, acknowledge that I have been advised and declare that I understand that the practice of martial arts is potentially dangerous, and accordingly I agree to use all reasonable care in my activity as a student of the World Aikido-Yoga.
- (6) I, the Applicant, agree to use any premises of World Aikido-Yoga at my own risk and I release to the fullest extent permitted by law World Aikido-Yoga, and its agents, servants, contractors, employees and students from all claims and demands of every kind or resulting from any accident or damage to property or injury (including death) to myself while undertaking training in martial arts with World Aikido-Yoga.

(f) Martial Arts not to be taught by Applicant

I, the Applicant, agree that I will in no way become qualified or become authorized to teach Aikido or Aikido-Yoga martial arts publicly or privately whether for personal, monetary or any form of gain whatsoever, simply as a result of receiving the services, except with the written certification of the World Aikido-Yoga Chief Instructor.

(g) Agreement to abide by the Club Rules

I, the Applicant, agree that I will abide by World Aikido-Yoga Policies, Principles and Practices (a copy of which I acknowledge has been provided to me), and I agree and acknowledge that any failure to abide the Code of Conduct may result in my expulsion from the World Aikido-Yoga membership.

(h) Privacy

- (1) I, the Applicant, acknowledge that World Aikido-Yoga will hold my personal information in compliance with the Privacy Act 1988 and the it's privacy policy, which is published on its website at www.aikidoaustralia.com.
- (2) I, the Applicant, acknowledge that World Aikido-Yoga occasionally takes photographs and film footage of its students during classes and demonstrations, and I hereby consent to, and license (without fees or royalties), the use by World Aikido-Yoga of any such photographs or film footage for its own promotional and publicity purposes.

(i) Acceptance

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

(j) Governing Law

This Contract is to be governed by the laws of the State of Victoria, and the courts of the Victoria shall have exclusive jurisdiction over this Contract.

(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 (witness signature): _____

(witness name): _____

(witness address): _____

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

