



WAIVER FORM

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 Dynamic CQC jujitsu & Fitness and the persons named and described in Schedule 1, here in after 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 of self defence & fitness upon and subject to the following terms and conditions:

(a) 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.

(b) Exclusion of Applicant

The Applicant warrants that a medical practitioner or any person or entity including a Martial Arts Club has not at any time excluded him or her from Martial Arts.

(c) 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.



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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.

(d) 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 Dynamic CQC Jujitsu & Fitness at risk to myself and release to full extent permitted by law, Dynamic CQC Jujitsu & Fitness, 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 Dynamic CQC Jujitsu & Fitness.

(e) 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 are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(f) Martial Arts not to be taught by Applicant

The Applicant agrees that he/she is in no way qualified or authorized to teach DYNAMIC **CQC** JUJITSU martial arts publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization from DYNAMIC **CQC** JUJITSU.



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(g) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by DYNAMIC **CQC** JUJITSU 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 Club.

(h) 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.

(i) Governing Law

Any agreement entered into pursuant to this acceptance is to be governed by the laws of the State of and the Courts of 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.

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 Dynamic CQC Jujitsu & Fitness, the providers in respect of this agreement include:

(a) The Property owners, Councilors and Ratepayers of Maitland City Council.

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

- (i) (6/13 Hartley Drive, Thornton)
- (ii) (Maitland City Council);
- (iii) (Dynamic CQC Jujitsu);
- (iv) (Including all Volunteers & Employees)