

APPLICATION FORM AND AGREEMENT

1. APPLICANT'S DETAILS:

First Name:..... Family Name:.....
Address:..... Suburb Postcode:.....
Ph(M).....(Home)..... (Work).....
Date of Birth...../...../..... Age.....
Email:..... Emergency Contact name:.....
Emergency Contact phone number:.....Relationship to member

2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgment?
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
Are you aware of any health problem, injuries or medical condition that currently affect you, in the interests of your safety, the academy/club should be advised of?
YES NO If yes please describe

3. MARTIAL ARTS / KRAV MAGA HISTORY:

Have you studied martial arts/ Krav Maga 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 / Krav Maga in the past by a medical practitioner or any other person or entity or a Martial Arts / Krav Maga Club?
YES NO If yes, give details

MARTIAL ARTS AND KRAV MAGA ARE DANGEROUS

The following terms and conditions must be read carefully

In these terms and conditions the following words and expressions have the following meanings:

"The Applicant" means the person described above in Item 1 who signs this Form and thereby agrees to be legally bound by these terms and conditions and where that person is under 18 years of age as at the date of this Form also includes the legal guardian of that person who has signed the Guardian's Consent set out below.

"We" or "Us" means ATA Martial Arts Academy Pty Ltd ABN 84 654 965 673 and includes all of their respective officers, employees, contractors, instructors, volunteers, agents, other trainees and students and other persons under their control from time to time and at any time including the persons noted in Schedule One.

1. Agreement

The Applicant hereby agrees with us to be legally bound by these terms and conditions and acknowledges that this Form and these terms and conditions comprise a legally binding agreement between us and the Applicant.

2. Services

We agree to instruct the Applicant in Martial Arts / Krav Maga and related activities ("the Services") and to allow the Applicant to use our premises and facilities for the purposes of the Services upon and subject to these terms and conditions.

3. Fees

The Applicant must promptly pay on demand the prescribed or stated fees for the Services. Those fees may be notified to the Applicant by letter or other note or by notice displayed in our premises or other premises used by us or verbally. The Applicant acknowledges that any failure to pay the fees will entitle us to suspend or cancel the provision of the Services to the Applicant or to expel the Applicant from training.

4. Application Form Accurate

The Applicant warrants to us that all of the information given above in Items 2, 3 & 4 is completely accurate and is not misleading in any particular.

5. Medical Conditions

The Applicant warrants to us that the Applicant has never 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 / Krav Maga or to receive the Services.

6. Exclusion of Applicant

The Applicant warrants to us that the Applicant has never been excluded from Martial Arts / Krav Maga training or participation by a medical practitioner or any other person or entity including a Martial Arts / Krav Maga Club or School.

7. Abide by Rules

The Applicant agrees at all times to abide by the current ATA Martial Arts Academy Code of Conduct and acknowledges that any failure to abide by the Code of Conduct will entitle us to suspend or cancel the provision of the Services to the Applicant or to expel the Applicant from training.

8. Applicant Not to Teach or Instruct

The Applicant agrees that the Applicant is not qualified or authorized to teach or instruct Martial Arts / Krav Maga or any other similar activities whether in public or private and whether for personal, monetary or any form of gain.

9. Martial Arts / Krav Maga Dangerous and at Applicant's Own Risk

The Applicant acknowledges that the Applicant has been advised and understands that training for and the practice of Martial Arts / Krav Maga is dangerous. We agree to provide the Services to the Applicant on the strict basis that the Applicant accepts the Services and participates in all activities carried out by us entirely at the Applicant's own risk. We strongly recommend that the Applicant have private health insurance and income protection insurance.

10. Use of Images

The Applicant does not object to our use of images of the Applicant for marketing, promotional and other similar purposes in social and other media and to the extent necessary grants to us a royalty free, world-wide, irrevocable license in connection with that use of any such images.

11. Consumer Rights

If the Australian Consumer Law (ACL) applies to this agreement then certain terms and rights may be implied into this agreement which operate for the benefit of the Applicant and under the provisions of the ACL those terms and rights, and any corresponding liability of us as the supplier of the Services, cannot be excluded, restricted or modified by any provision of this agreement. However, where applicable, any liability which we may have under the ACL is limited to either the re-supply of the Services or the payment of the cost of having the Services supplied again.

12. Waiver and Indemnity

Except where inconsistent with clause 11, the Applicant (including the Applicant's executors, administrators, dependents and other personal representatives) hereby releases and indemnifies us from all claims, demands and liability of every kind howsoever arising for injury, damage or loss (including but not limited to the Applicant's person, whether fatal or otherwise, property and personal belongings) however caused including by our negligence, arising out of or in connection with the Services or in any way caused by, or arising out of, any activity carried on by us. Further the Applicant agrees to occupy and use our premises and any other premises hired or used for conducting classes at the Applicant's sole risk and hereby releases and indemnifies us from all claims, demands and liability of every kind howsoever arising for injury, damage or loss on the same basis as set out above, arising out of or in connection with those premises.

13. Governing Law

The agreement entered into pursuant to this Form is governed by the laws of the State of Victoria.

Schedule One

This includes, but is not exclusive to, the following persons or entities;

- (a) Instructors/ Trainers and or their relatives or spouses - Craig Gardiner and any person of instructor Rank.
- (b) Owners of any premises hired or used for conducting classes.

DECLARATION OF UNDERSTANDING

Martial Arts / Krav Maga Is Dangerous

I have read and understood the above terms and conditions and have had or have had an opportunity to have an independent person explain them to me and hereby certify that all information provided above in Items 1 – 4 (inclusive) is true and correct and not misleading in any way.

Dated thisday of.....20.....

Applicant Signature.....

Witness signature.....

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

I have read and understood the above terms and conditions and have had or have had an opportunity to have an independent person explain them to me and I hereby certify that all the information provided above in Items 1 – 4 (inclusive) is true and correct and not misleading in any way.

Guardian Signature..... Relationship to Applicant.....

Witness Signature.....

