



# Cheng Ming Internal Martial Arts

## Waiver & Application Form

### APPLICATION FORM

#### A. APPLICANT'S DETAILS:

Last Name: .....

Given Names: .....

Address: .....

Postcode: .....

Ph. (home) ..... Ph. (work) .....

Email: .....

Mobile Phone: .....

Occupation: .....

Date of Birth: .....

Name of Employer: .....

#### B. HEALTH DECLARATION:

Are you using prescribed drugs that 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 .....

Name and identify any physical impairments, injuries or medical condition that currently affect you:

.....

Are you aware of any health problem that you have that, in the interests of your safety, the academy/club should be advised of? YES [ ] NO [ ]

If yes please describe .....

#### C. 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: .....

#### D. 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, provide details .....

**E. 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** .....

Name of Witness (Print in Block Letters) .....

**F. 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 .....

..... STATE ..... POSTCODE .....

# Cheng Ming Internal Martial Arts

## 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 Cheng Ming Internal Martial Arts 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:

#### 3. 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 or memorandum or by notice displayed in the provider's premises or premises occupied by the provider or verbally.

#### 4. 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 that would render it unsafe for the Applicant to take part in Martial Arts. The Applicant further warrants that he/she has provided information on any and all pre-existing medical conditions.

#### 5. 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.

#### 6. Rights of a Consumer

If the 'Competition and Consumer Act 2010' 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 '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:

- (a) the re-supply of the Martial Arts instruction and related activities; or
- (b) the payment of the cost of having the Martial Arts and related activities supplied again.

## **7. 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 Cheng Ming Internal Martial Arts at risk to myself and release to full extent permitted by law Richard Roberts, Cheng Ming Internal Martial Arts, 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 Cheng Ming Internal Martial Arts.

## **8. 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.

## **9. Martial Arts not to be taught by Applicant**

The Applicant agrees that he/she is in no way qualified or authorized to teach Cheng Ming Internal Martial Arts martial arts publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Cheng Ming Internal Martial Arts.

## **10. Agreement to abide by the Academy Rules**

I, the Applicant, agree that I will abide by the Cheng Ming Internal Martial Arts 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Acknowledgement**

The Applicant acknowledges that he/she has had adequate time to read and review this Contract and signs this Contract without duress.

**Signed** (*Applicant*) .....

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

**in the presence of** (*signature of witness*) .....

Name of Witness (please print in block letters) .....

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

## **SCHEDULE 1**

In addition to Cheng Ming Internal Martial Arts, the providers in respect of this agreement include:

- (a)** The President, Councillors and Ratepayers of Baw Baw 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)** *Baw Baw Shire Venues*
    - a. *Trafalgar Community Centre*
    - b. *Warragul Goods Shed*
    - c. *Old Shire Hall*
    - d. *\* any venue through Baw Baw Shire*
  - (ii)** *Baw Baw Shire;*
  - (iii)** *57 Sutton St, Warragul*
  - (iv)** *Chengming Internal Martial Arts;*
  - (v)** *Private Residence - Richard Roberts;*