



Aikido Kenkyukai NSW Incorporated

Aikido Kenkyukai International

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)

Postcode:..... State:..... Phone:.....

Email.....

Date of Birth:..... Usual place of practice:.....

Instructor:..... Current Grade:.....

the Applicant, hereby agree to be bound by the terms of this Contract with *Aikido Kenkyukai (AKI) NSW Incorporated* 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) Gasshuku Fees

The Applicant will pay on demand the prescribed or stated fees for the service.

(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.

(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 arising for injury or damage (including but not limited to the Applicant's person, whether fatal or otherwise, property and personal belongings) in connection with the applicants participation in Martial Arts provided by the indemnified, 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 *Aikido Kenkyukai NSW Incorporated* at risk to myself and release to full extent permitted by law, *Aikido Kenkyukai NSW Incorporated*, 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 *Aikido Kenkyukai NSW Incorporated*.

(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 Incorporated body, 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 *Aikido Kenkyukai style* martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of *Aikido Kenkyukai NSW Incorporated*.

(h) Agreement to abide by the Incorporated Rules

I, the Applicant, agree that I will abide by the *Aikido Kenkyukai NSW Incorporated 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 and training facilities.

(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 New South Wales, and the Courts of New South Wales 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 the activities proposed.

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

Applicant Signature:

Witness Signature:

Witness Name & Address:

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

SCHEDULE 1

In addition to *Aikido Kenkyukai NSW Incorporated*, the providers in respect of this agreement include:

- (a) Ta Mo Tao Martial Arts and the owners and administrators as well as the principle representatives of the venue being hired;
- (b) Aikido Kenkyukai International Instructors, the staff, visiting Aikidoka, and venue providers, including but not limited to:
 - (i) *Ta Mo Tao Martial Arts*,
 - (ii) *all Accredited Instructors of Aikido Kenkyukai NSW Incorporated, being currently accredited through either:*
 - *the National Coaching Accreditation Scheme (administered by the Australian Sports Commission); or*
 - *the National Martial Arts Instructors Accreditation Scheme (administered by the Martial Arts Industry Association); or*
 - *the Australian National Training Authority (ANTA) diploma that qualifies a trainer under the Vocational Education and Training Accreditation Act 1990.*