



Aikido Sydney City

Non-violent Martial Training and Exploration

APPLICATION FORM - SEMINAR ATTENDANCE

(18 YEARS AND OVER)

1. APPLICANT'S DETAILS:

Given Names: Last Name:

Residential Address: Date of birth:.....

Mobile Phone: Email:

Emergency contact - Name: Mobile Phone:

2. MARTIAL ARTS HISTORY:

Name of Aikido dojo where you currently study:

Number of years' Aikido experience: Current grade:

Current frequency of practice:

3. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgment?

YES* If yes, which drugs:
NO

Have you suffered any incapacity requiring medical attention in the past 12 months?

YES* If yes, give details:
NO

Are there any physical impairments, injuries or medical conditions that currently affect you?

YES* If yes, give details:
NO

Are you aware of any health problem(s) that you have that, in the interests of your safety, the academy/club should be advised of?

YES* If yes, please describe:
NO

***PLEASE NOTE: If you have answered 'YES' to ANY of the above questions in this section, or you have made a similar declaration to our staff, you MUST obtain and present a medical certificate from a qualified medical practitioner (a GP or a surgeon – no osteopaths, chiropractors or physiotherapists) BEFORE you can take part in our classes. THIS IS A STRICT REQUIREMENT OF THE MARTIAL ARTS INDUSTRY ASSOCIATION (MAIA) AND THERE ARE ABSOLUTELY NO EXCEPTIONS.**

To be acceptable, the medical certificate must clearly state EACH of the following: 1) the nature of your injuries or conditions, 2) that you have medical clearance to participate in Aikido training, and 3) any restrictions or conditions that apply to your participation.

Applicant's initials: Witness' initials:

4. 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 If yes, please provide details:
NO

5. DECLARATION OF UNDERSTANDING

Martial Arts are Dangerous

I hereby certify and decree that all the information contained in the declarations above is true and accurate. I have read and understood the terms of this Application Form or if I did not understand the terms of the Application Form, I requested an independent person to explain them to me.

Dated this..... day of (*month:*) (*year:*)

Applicant's Name in full:

Applicant's Signature (*to be signed at the dōjō*):

Witness' Name in full (*to be witnessed at the dōjō*):

Witness' Address:

Witness' Signature:

Applicant's initials: **Witness' initials:**



Aikido Sydney City

Non-violent Martial Training and Exploration

Martial Arts Contract

MARTIAL ARTS ARE 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.

2. Acceptance

I, (full name of Applicant)

of (residential address)

the Applicant, hereby agree to be bound by the terms of this Contract with *Aikido Kenkyukai Sydney City* 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) 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.

(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. The applicant further warrants that he/she has provided information on any and all pre-existing medical conditions and injuries.

(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 '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.

Applicant's initials: **Witness' initials:**

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.

(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 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 *Aikido Kenkyukai Sydney City* at risk to myself and release to full extent permitted by law Berin Mackenzie, *Aikido Kenkyukai Sydney City*, 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 Sydney City*.

(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 *Aikido Kenkyukai Sydney City* 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 publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of *Aikido Kenkyukai Sydney City*.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the *Aikido Kenkyukai Sydney City* Code of Conduct, a copy of which has been provided to me and which I have read and understood, and I agree and acknowledge that any failure to abide by rules of the Code of Conduct may result in my expulsion from *Aikido Kenkyukai Sydney City*.

(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.

Applicant's initials: **Witness' initials:**

(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.

(l) Acknowledgment

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

Applicant’s Name in full:

Applicant’s Signature (to be signed at the *dōjō*):.....

This **day of** (month:) **(year:)**.....

Witness’ Name in full (to be witnessed at the *dōjō*):

Witness’ Address:

Witness’ Signature:.....

SCHEDULE 1

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

- (a) The President, Councilors and Ratepayers of City of Sydney Council
- (b) The staff, instructors, venue providers, including but not limited to:
 - (i) *Aikido Kenkyukai Sydney City*
 - (ii) Berin Mackenzie, Peter Baillie, Ralf Weinand, Ian Fitzgerald, Nicola Silverman, Jeff Standen and all Accredited Instructors of *Aikido Kenkyukai Sydney City*, being accredited as martial arts instructors through the NCAS (National Coaching Accreditation Scheme – administered by the Australian Sports Commission) or the NMAS (National Martial Arts Instructor Accreditation Scheme – administered by the Martial Arts Industry Association)
 - (iii) Any guest instructors operating under the supervision of an Accredited Instructor of *Aikido Kenkyukai Sydney City*, including, but not limited to, Yoshinobu Takeda, Yasumitsu Kadoya, Daiyu Takeda, Hiroshi Yamamoto and Jean-Rene Leduc

Applicant’s initials: **Witness’ initials:**