



SAKURA KAN JIU JITSU 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 Sakura Kan Jiu Jitsu 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.

(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 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 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 any way caused by, or arising out of, any activity carried on by the indemnified.



(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 Club/Academy Company are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(g) 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.

(h) 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.

(i) 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 Sakura Kan Jiu Jitsu, the providers in respect of this agreement include:

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

- (i) *YMCA*
- (ii) *Joshu Mark Reid;*
- (iii) *Kancho James Anthony Salter;*
- (iv) *Shihan Alistair Thompson*