

# ART OF DEFENCE AUSTRALIA (A.D.A Pty. Ltd.)

## APPLICATION FORM

### 1. APPLICANT'S DETAILS:

Last Name:.....  
Given Names:.....  
Address:.....  
Postcode:.....Ph (home).....Ph (work).....  
Email:.....  
Mobile Phone:..... Date of Birth.....  
Occupation:.....Name of Employer:.....

### 2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgement?  
YES If yes, what drugs:.....  
NO  
Have you suffered any incapacity requiring medical attention in the past 12 months?  
YES If yes, give details.....  
NO  
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.....

### 3. MARTIAL ARTS HISTORY

Have you studied Martial Arts before? YES NO  
If yes, please state particulars of: Style.....  
Grade achieved..... Years studied.....  
Instructors Name.....

### 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 of a Martial Arts Club?  
YES If yes, give details.....  
NO

### 5. DECLARATION OF UNDERSTANDING

Martial Arts and Self Defence 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.....

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

I hereby certify and decree that all information contained in the declarations above is true and accurate.

Signature.....Relationship to Applicant.....  
Address in Full.....

ART OF DEFENCE AUSTRALIA (A.D.A Pty. Ltd.)

Martial Arts Contract

MARTIAL ARTS AND SELF DEFENCE 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 Art of Defence Australia (A.D.A) and the persons named and described in Schedule 1, herinafter 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 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.

(c) Exclusion of Applicant

The Applicant warrants that he/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 contact 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, dependants and other personal representatives, hereby absolves and indemnifies the providers control (the "indemnified") from all liability howsoever arising for injury or damage (including but not limited to the Applicant's person, whether fatal or otherwise, property and personal belongings) however caused including by negligence of the indemnified, arising out of or participating in Martial Arts or in connection with Martial arts or in anyway cause 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 and Self Defence is potentially dangerous.

I, the Applicant, agree to occupy and use the premises of the A.D.A Academy at risk to myself and release to full extent permitted by law, David Zarb, the A.D.A Academy, 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 the A.D.A Academy.

(f) Martial Arts and Self Defence 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) Martial Arts and Self Defence not to be taught by Applicant

The applicant agrees that he/she is in no way qualified or authorised to teach A.D.A Martial Arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorisation of A.D.A.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the A.D.A 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.

(i) Acceptance

Performance of the provider's obligations under the contract may be affected by any one of 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 Victoria and Australia. The courts of the Commonwealth of Australia 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.

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.]