

Web Registration Form3

SUPERCAMP 2012 APPLICATION AND WAIVER

1. APPLICANT'S DETAILS:

Surname

Given Name

Sex

Address (please include postcode)

Home Phone

Mobile

Email Address

Date of Birth

Next of Kin

Name

Contact No

2. HEALTH DECLARATION:

Are you prescribed drugs which 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

3. MARTIAL ARTS / DEFENSIVE TACTICS 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.....

Style:..... Grade Achieved:..... Number of years studied:.....

Name of your instructor.....

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4. EXCLUSION OF APPLICANT

Have you ever been excluded from Martial Arts / Defensive Tactics in the past by a medical practitioner or any other person or entity or a Martial Arts Club? YES / NO

If yes, give details

DECLARATION OF UNDERSTANDING

Martial Arts / Defensive Tactics Is Dangerous

I have read and understood the terms of the Martial Arts / Defensive Tactics Contract or if I did not understand the terms of the Contract I requested an independent person to explain them to me.

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

Applicant Signature.....

Witness signature.....

5. 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

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Super Camp 2012

Martial Arts / Defensive Tactics Contract

MARTIAL ARTS / DEFENSIVE TACTICS 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 **South West Sydney Defensive Tactics Studio** 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 / Defensive Tactics, to instruct me in Martial Arts / Defensive Tactics 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 / Defensive Tactics. The applicant further warrants that he/she has provided information on nay and all pre-existing medical conditions.

(c) Exclusion of Applicant

The Applicant warrants that he or she has not at any time been excluded from Martial Arts / Defensive Tactics 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 / Defensive Tactics instruction and related activities; or

(ii) the payment of the cost of having the Martial Arts / Defensive Tactics and related activities supplied again.

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(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 / Defensive Tactics or in connection with Martial Arts / Defensive Tactics or in any way 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 / defensive tactics is potentially dangerous.

I, the Applicant, agree to occupy and use the premises of the South West Sydney Defensive Tactics Studio or any other venue, hired, owned or borrowed at risk to myself and release to full extent permitted by law, Michael Bell, Marnie Bell, The South West Sydney Defensive Tactics Studio 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 / defensive tactics with the South West Sydney Defensive Tactics Studio at one of their locations.

(f) Martial Arts / Defensive Tactics done at Applicant's own Risk

Any person training Martial Arts / Defensive Tactics, or in activities connected with Martial Arts / Defensive Tactics 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 / Defensive Tactics not to be taught by Applicant

The Applicant agrees that he/she is in no way qualified or authorized to teach Tactical Krav Maga, martial arts or defensive tactics, publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Michael Bell.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the South West Sydney Defensive Tactics Studio 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 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.

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 South West Sydney Defensive Tactics Studio, the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of Camden & Wollondilly 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) *EMENTIC Pty Ltd*
 - (ii) *Camden Council, Campelltown Council,*
 - (iii) *South West Sydney Defensive Tactics Studio;*
 - (iv) *Michael Bell, Marnie Bell, Carl Halley, Steve Docter, Ray Floro*
 - (v) *Cataract Scout Camp*