



WING CHUN KUNG FU BENDIGO

A branch of Shaolin Jee Shin Wing Chun Kung Fu Association

MEMBER APPLICATION FORM

1. APPLICANT'S DETAILS:

Surname: Given names:
Address:
Postcode:..... Ph (home) Ph (work):.....
Occupation: Date of Birth:
Next of Kin:.....
Email Address:

2. DECLARATIONS:

Are you prescribed drugs which may impair reaction time or judgment?
 NO YES If yes, what drugs

Have you suffered any incapacity requiring medical attention in the past 12 months?
 NO YES If yes, give details:.....

Have you ever been excluded from Martial Arts in the past by a medical practitioner any other person, entity or a Martial Arts Club?
 NO YES If yes, give details:.....
.....

Martial Arts 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.

Applicant Signature: Date:

Witness Signature:..... Phone:

3. 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:

4. MARTIAL ARTS CONTRACT

MARTIAL ARTS IS DANGEROUS

The following conditions must be read carefully:

4.1. 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.

4.2. Acceptance

I, (full name)

.....
of (residential address)

.....
OR I, (full name of Guardian)

.....
of (residential address of Guardian)

.....
the Applicant, hereby agree to be bound by the terms of this Contract with WING CHUN KUNG FU BENDIGO and SHAOLIN JEE SHIN WING CHUN KUNG FU and the persons named and described in Schedule 1, hereinafter jointly and severally referred to as the 'Supplier' or 'Providers'.

The supplier/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) School 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, by notice displayed in the provider's premises or premises occupied by the provider, or verbally.

(b) Insurance Charges

A Student's Insurance premium must be paid for annually on your joining date and every following year.

(c) 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.

(d) Exclusion of Applicant

The Applicant warrants that he or she has not at any time been excluded from practicing Martial Arts by a medical practitioner or any person or entity including a Martial Arts Club.

(e) Rights of a Consumer

If the 'Australian Consumer Law and Fair Trading Act 2012' 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:

(f) 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 supplier/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.

(g) 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 Supplier/Individual/School/Association are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(h) Acceptance

Performance of the provider's obligations under the contract may be effected by any one or more of the suppliers / providers either jointly or severally.

5. WARNING UNDER THE 'AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012'

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the 'Australian Consumer Law and Fair Trading Act 2012', the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you.

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

6. 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 Martial Arts activities proposed.

Applicant Signature:..... Date:.....

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

The supplier / providers in respect of this agreement include :

- a) Paul McCarthy, trading as 'Wing Chun Kung Fu Bendigo' ABN 65 683 199 876
- b) Linda Baniecki, trading as 'Shaolin Jee Shin Wing Chun Kung Fu' ABN 93 353 994 370
- c) The staff, students and instructors of the entities named in a) and b) including but not limited to Garry Baniecki, Linda Baniecki and Paul McCarthy.