



PRE-TRAINING QUESTIONNAIRE

Wellbeing Martial Arts collects the information on this form to register enrolment into our programs and to assess the suitability of applicants. This information will not be disclosed except where required by law. The information may be used to send you related information from Wellbeing Martial Arts.

What classes are you initially enrolling in? Karate Tai Chi / Internal Kung Fu

1. Applicants Details

Date ____/____/____ Initial Class Location _____

First Name: _____ Surname: _____

Date of Birth: ____/____/____ Gender: _____

Address: _____

Suburb: _____ Postcode: _____

①Mobile: _____ ①Home: _____ ①Work : _____

Email Address: _____

Emergency Contact : _____ ①Emergency Ph: _____

2. MARTIAL ARTS HISTORY

Please tick one

Has the applicant studied martial arts before? Yes No

If yes, what style? _____

Years Studied: _____ Grade Achieved _____

3. EXCLUSION OF APPLICANT

Has the applicant 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 No

4. HEALTH DECLARATION

Is the applicant prescribed or taking drugs which may impair reaction times or judgement? If yes details _____ Yes No

Has the applicant suffered any incapacity requiring medical attention in the past 12 months? Yes No

Please identify any impairments, injuries or health issues which may affect the applicant's ability to safely participate in physical exercise and martial arts activities.

5. YOUR GOALS

Fitness Stress Relief Confidence Self-defence Health Social Knowledge

Other reasons _____

CONDITIONS OF MEMBERSHIP

I understand the risk of studying Martial Arts and on behalf of myself, my heirs, executors and administrators I hereby release Wellbeing Martial Arts and all instructors and other students of Wellbeing Martial Arts from any liabilities of any nature (including any costs, whether or not subject of a court order), for any type of injuries or loss sustained while training, studying, practicing or in the application of Martial Arts. I also state that I am in good physical condition and know of no reason why I cannot study and participate in Martial Arts or other activities organised by Wellbeing Martial Arts.

- I agree to be bound by the Wellbeing Martial Arts Code of Practice and rules
- I understand martial arts involves risk of serious injury
- I understand all fees are non-refundable
- I understand I should seek medical advice if I am in any doubt about my ability to train
- I agree that Wellbeing Martial Arts may take photographs and may make video and audio material of member's classes and other Wellbeing Martial Arts events and that these materials may be used for display, promotion and or advertising, or sold for profit, and the member hereby waives any compensation to which they may otherwise be entitled for appearing in such materials.
- Unavailability of facility or service:- I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to a prior booking, mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe, terrorist act or other reason.
- Hours of Operation:- Operations scheduled may vary and are subject to change from time to time.
- Lost/Stolen Items – Wellbeing Martial Arts or its Instructors will not accept responsibility for any equipment that is lost or stolen at training venues.
- Management reserves the right to refuse entry, cancel a membership or request a member or casual exercise patron to leave the training venue if the person does not behave in a responsible manner, is under the influence of drug/alcohol or does not adhere to conditions of use.
- In the case of an emergency I hereby authorise any licenced medical personnel to perform any accepted medical procedures deemed necessary and agree to bear the expenses of any such treatment.

I HAVE READ AND UNDERSTOOD AND AGREE TO THE CONDITIONS ABOVE AND WOULD LIKE MYSELF AND OR MY CHILD OR CHILDREN TO BEGIN MARTIAL ARTS LESSONS.

DECLARATION OF UNDERSTANDING

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.

Dated this _____ day of _____ 20 _____

Applicant Signature: _____

Guardian Consent is required if the applicant is under 18 years of age

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

Guardian Signature _____ Relationship to Applicant _____

Witness signature _____

*Name of Witness (Print in Block Letters) _____

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 less than 18 years of age.

2. Acceptance

I, (full name of student) _____

of (residential address) _____

or

I, (Name of Guardian - if the applicant is under 18) _____

of (residential address of Guardian) _____

the Applicant, hereby agrees to be bound by the terms of this Contract with Wellbeing Martial Arts 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.

(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.

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 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 is potentially dangerous.

I, the Applicant, agree to occupy and use the premises of the Wellbeing Martial Arts Academy at risk to myself and release to full extent permitted by law Geoffrey Jackson, The Wellbeing Martial Arts 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 Wellbeing Martial Arts Academy.

(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) Martial Arts not to be taught by Applicant

The Applicant agrees that he/she is in no way qualified or authorized to teach Wellbeing Martial Arts publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Wellbeing Martial Arts.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the Wellbeing Martial Arts 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 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.

(l) Acknowledgment

The Applicant (or their guardian if the applicant is under 18 years of age), acknowledges that he/she has had adequate time to read and review this Contract and signs this Contract without duress.

Signed (Applicant / Guardian)_____

This (date)_____ day of (month) _____ 20_____

in the presence of (signature of witness) _____

Name of Witness (please print in block letters)_____

[This contract **must** be signed by a **guardian** of the applicant if the Applicant is **under** 18 years of age.]