



Sosuishi-ryu Bujutsu Australia
Hurstville Dojo
Georges River College: Hurstville Boys' High Campus
Kenwyn Street
Hurstville NSW 2220

APPLICATION FORM

1. APPLICANT'S DETAILS

Surname or Family name:.....

Given names:

Address:

Postcode:.....Ph (home):.....Ph (work/mobile):.....

Occupation:.....Date of Birth:.....

Email Address:.....

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 psychological impairments, injuries or medical condition that currently affects you

.....

Are you aware of any health problem that you have that, in the interests of your safety, the 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:.....

Number of years studied:..... Name of instructor:.....

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 or a Martial Arts Club?

YES If yes, give details:
NO

5. 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 thisday of.....20.....

Applicant Signature:.....

Witness Signature:.....

6. 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:

Sosuishi-ryu Bujutsu Australia, Hurstville Dojo

MARTIAL ARTS CONTRACT (LEGAL WAIVER)

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 Sosuishi-ryu Bujutsu Australia, Hurstville Dojo 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 anyway 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 dangerous. I, the Applicant, agree to occupy and use the premises of Georges River College: Hurstville Boys' High Campus Library at risk to myself and release to full extent permitted by law the providers and NSW Department of Education and Training 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 Sosuishi-ryu Bujutsu Australia, Hurstville Dojo.

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

I, the Applicant, understand that Martial Arts involves physical contact with others in ways designed to stimulate as closely as possible the self defence options available to a practitioner when confronted with physical aggression and/or threatening behaviour.

I, the Applicant, understand that, as in any other physically demanding recreational activity, there is always a risk of injury and even serious injury.

Any person training in Martial Arts or in activities connected with Martial Arts or participating in any activity carried on by this Club are only allowed to do so on the distinct understanding that they do so *entirely at their own risk*.

(g) Agreement to abide by the Club Rules

I, the Applicant, agree that I will abide by the Sosuishi-ryu Bujutsu Australia, Hurstville Dojo 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 Club.

(h) 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.

(i) 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 that State shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(j) 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 Sosuishi-ryu Bujutsu Australia, Hurstville Dojo, the providers in respect of this agreement include:

- (a) NSW Department of Education and Training as representatives of the venue being hired
- (b) The staff, instructors, venue providers, including but not limited to:
 - (i) Georges River College: Hurstville Boys' High Campus
 - (ii) Neil Worsley, School Principal
 - (iii) Sosuishi-ryu Bujutsu Australia and its directors
 - (iv) Wojciech (Wojtek) Bagadzinski
 - (v) Glenn Wheeldon
 - (vi) Fred Scali
 - (vii) Leon Ari
 - (viii) Peter Williams
 - (ix) Douglas Matthews
 - (x) Thomas Crooks
 - (xi) Grant Cole
 - (xii) Dennis Bexis
 - (xiii) Anthony Pritchard
 - (xiv) Michael Grieve
 - (xv) Kevin Tsetong
 - (xvi) Gabriel Dayeh
 - (xvii) Chris Madden