

Takemusu Aikido Kai (Australia) Inc.

MEMBERSHIP APPLICATION FORM

Fill out form, print and sign. Please bring completed form to your first class.

APPLICANT'S DETAILS

Surname:

Given names:

Address:

State: Postcode:

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

Date of Birth:

E-mail Address:

NEXT OF KIN DETAILS

Surname:

Given name:

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

Relationship to you (parent/guardian/carer):

HEALTH DECLARATION:

Are you taking any medications that may affect your capacity to safely participate in Martial Arts?

YES **NO** (please select button)

How does this medication affect you?

What are the known side-effects of this/these medications?

Have you suffered any incapacity requiring medical attention in the past 12 months?

YES **NO** (please select button)

If yes, give details:

Do you have an injury or a disability that may impact or affect your capacity to safely participate in Martial Arts?

YES **NO** (please select button)

If yes, please describe:

Please Note:

Members (including applicants) must advise the Instructor if suffering from any injury, medical condition or disability, either permanent or temporary, which may be adversely affected by certain types of training. Examples of this may include blood pressure problems and cardiac disorders, neck, knee and back injuries, diabetes and asthma.

Persons with the above or like conditions must provide - or secure and provide, a medical certificate clearly stating that the person is able to participate in martial arts classes and whether there are any restrictions or conditions applicable.

MARTIAL ARTS HISTORY

Are you currently studying or have you studied any form of Martial Arts before? **YES** **NO**
(please select button)

If yes please state particulars:

Style: Grade Achieved:

Number of years Studied: Name of Instructor:

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 **NO** (please select button)

If yes, give details:

PARTICIPANT UNDERSTANDING - MARTIAL ARTS IS DANGEROUS

Aikido is a contact martial art, meaning it involves physical contact with one or more other practitioners in ways designed to simulate as closely as possible the self-defence options available to a practitioner when confronted with physical aggression and/or threatening behaviour.

As in any other physically demanding recreational activity, there is always a risk of injury.

Any person participating in a class conducted by **Takemusu Aikido Kai (Australia) Inc.** does so with the full understanding that whilst it is the policy of Takemusu Aikido Kai (Australia) Inc. to minimise this risk, the nature of contact physical activity prevents its total elimination.

Persons participating in a class conducted by Takemusu Aikido Kai (Australia) Inc. do so of their own volition and at their own risk.

ALL APPLICANTS MUST READ, COMPLETE, AND SIGN THE FOLLOWING CONTRACT/WAIVER BEFORE THEY COMMENCE TRAINING.

IF THE APPLICANT HAS NOT COMPLETED THESE FORMS IN FULL, THEY ARE NOT PERMITTED TO UNDERTAKE TRAINING DUE TO *WORKPLACE HEALTH AND SAFETY ACT 1995*, AND MAIA RISK MANAGEMENT PROVISIONS.

TAKEMUSU AIKIDO KAI (AUSTRALIA) INC.

MARTIAL ARTS WAIVER

MARTIAL ARTS IS DANGEROUS

The following terms and conditions must be read carefully:

1. Interpretation

"the Applicant" means the individual who signs this Waiver and agrees to be bound by its terms and conditions and includes a parent or guardian of that individual if the individual is less than 18 years of age, and includes a carer of that individual if the individual has a disability that requires care.

2. Acceptance

I, (full name)

.....
of (residential address)

.....
I, (full name of Parent/Guardian/Carer)

.....
of (residential address of Parent/Guardian/Carer)

.....
the Applicant, hereby agree to be bound by the terms and conditions of this Waiver with **Takemusu Aikido Kai (Australia) Inc.** 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) Association and Branch 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 (**declares**) 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, injury, or disability which would render it unsafe for the Applicant to take part in Martial Arts.

(c) Exclusion of Applicant

The Applicant warrants (**declares**) 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 waiver.

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, staff, instructors, coaches, assistant coaches, association committee, 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.

(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 Association are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(g) Acceptance

Performance of the provider's obligations under the waiver may be affected by any one or more of the providers either jointly or severally.

(h) Governing Law

Any agreement entered into pursuant to this acceptance is to be governed by the laws of the State of and the Courts of shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(i) Code of Conduct

The Applicant agrees to be bound by the **Takemusu Aikido Kai (Australia) Inc.** Code of Conduct, and accepts that if they are found to be in violation of the code of conduct, **Takemusu Aikido Kai (Australia) Inc.** reserves the right to withdraw the membership of the Applicant at any time in writing.

(j) False declaration

Where an Applicant has made (or is found to have made) a false declaration, or provided false, untrue, or incorrect information in their application form, or this waiver, **Takemusu Aikido Kai (Australia) Inc.** reserves the right to deny or withdraw the membership of the Applicant at any time in writing.

(k) Statement of Understanding

I, the Applicant, have read and understood the terms and conditions of the Martial Arts Waiver, or if I did not understand the terms and conditions of the Waiver, I have had them explained to me, and having understood the same, I consent to the activities proposed, and agree to the terms and conditions as described in this waiver.

I have been provided with a copy of the **Takemusu Aikido Kai (Australia) Inc.** Code of Conduct and agree to be bound by its provisions.

I hereby certify and declare that all of the information contained in the application form and this waiver is true and correct.

I consent to **Takemusu Aikido Kai (Australia) Inc.** collecting my e-mail address for the purposes of keeping me updated on association-related activities, and acknowledge that I can withdraw my consent at any time in writing.

Dated this day of 20.....

Applicant Name

Applicant Signature

Witness signature

PARENT/GUARDIAN/CARER'S CONSENT: (for all persons under 18 years)
This waiver must be signed by a parent/guardian/ carer if the Applicant is under the age of 18.

I hereby certify and **declare** that all of the information contained in the application form and the waiver is true and accurate. I consent to **Takemusu Aikido Kai (Australia) Inc.** collecting my e-mail address for the purposes of keeping me updated on association-related activities, and acknowledge that I can withdraw my consent at any time in writing.

Name

Signature

Relationship to Applicant

Address in full:

Date:

E-mail Address:

Witness signature

SCHEDULE 1

In addition to **Takemusu Aikido Kai (Australia) Inc.**, the providers in respect of this waiver agreement include:

- (a) The staff, instructors, and venue providers including but not limited to:
 - i. Lang Park Police-Citizens Youth Club (Lang Park PCYC)
 - ii. **Takemusu Aikido Kai (Australia) Inc.** – Paddington Dojo, Suncorp Stadium, Castlemaine Street, Paddington
 - iii. **Takemusu Aikido Kai (Australia) Inc.** – Redlands Branch, Redlands Memorial Hall, 44 Smith Street, Cleveland.
 - iv. **Takemusu Aikido Kai (Australia) Inc.** – T [[[[\ æDojo, GF Ô|ãç } Âd^^ç
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- (b) **All coaches, assistant coaches and official office bearers of Takemusu Aikido Kai (Australia) Inc.**