

4. **DECLARATION OF UNDERSTANDING**

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.....

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

Parents bringing other siblings that are not participating in training **must at all times** be responsible for their supervision.

The children must behave in a quiet and orderly manner, not cause any disturbance and not wander about the property. No responsibility will be taken for injury or illness whilst on the property.

Parents are welcome to stay and watch their children at training.

[INTERNATIONAL CHENG MING]

Internal Martial Arts Contract

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 agrees to be bound by the terms of this Contract with (International Cheng Ming) 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. The purchase of Club T/Shirt is compulsory and must be worn to training at all times.

(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 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 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 provider 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 (being International Cheng Ming) 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, agree to occupy and use the premises of the International Cheng Ming of Taiwan School at risk to myself and release to full extent permitted by law (Miriam Rosewarne and Neil Rosewarne), the International Cheng Ming School 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 International Cheng Ming School.

(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 School 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 the Cheng Ming System of martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Miriam Rosewarne and Neil Rosewarne (directors).

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the International Cheng Ming 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 the Courts 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.

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 (International Cheng Ming) , the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of .Nillumbik 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) (*Miriam Rosewarne*)
 - (ii) (*Nillumbik Council*);
 - (iii) (*International Cheng Ming*);
 - (iv) Miriam and Neil Rosewarne