

**Tai Chi Kung Fu Institute**  
**ENROLMENT FORM & WAIVER**



**1. APPLICANT DETAILS:**

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Ph 2: \_\_\_\_\_

Email: \_\_\_\_\_

How did you find out about us? \_\_\_\_\_

What are your martial art goals? \_\_\_\_\_

**2. HEALTH DECLARATION:**

Name and identify any physical/mental impairments, drugs/medication, injuries or medical condition that currently affect you, or in the interest of health and safety we should be advised of:

\_\_\_\_\_

**3. MARTIAL ARTS HISTORY**

Have you studied martial arts before YES NO If yes please state particulars of:

Style: \_\_\_\_\_ Number of years studied: \_\_\_\_\_

**4. DECLARATION OF UNDERSTANDING - Martial Arts Is Dangerous**

I have read and understood the Conditions & Waiver or if I did not understand the terms of the document I requested an independent person to explain them to me.

Dated this .....day of.....20.....

Applicant Signature..... Witness Signature.....

**4. 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 .....

**Tai Chi Kung Fu Institute**  
**Conditions & Waiver**

**1. Interpretation**

"**the Applicant**" means the individual who signs this form 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, the Applicant, hereby agree to be bound by the following terms with Tai Chi Kung Fu Institute 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 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 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 potentially dangerous.

I, the Applicant, agree to occupy and use the premises of Tai Chi Kung Fu Institute at risk to myself and release to full extent permitted by law Zhao Ming Shao, Tai Chi Kung Fu Institute, 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 Tai Chi Kung Fu Institute.

**(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 the martial arts studied at Tai Chi Kung Fu Institute publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Tai Chi Kung Fu Institute.

**(h) Agreement to abide by the Institute Rules**

I, the Applicant, agree that I will abide by the Tai Chi Kung Fu Institute Code of Conduct and agree and acknowledge that an

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 Victoria and Australia shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

**(k) Allergy & Medical Conditions**

I, the Applicant understand the Tai Chi Kung Fu Institute may arrange and/or provide food and beverage from time to time. It is my sole responsibility to refrain from and/or prevent my child from consuming any foods which may cause allergic reaction to myself and/or my child.

I, the Applicant understand that if I and/or my child has food allergy or medical conditions, it is **my sole responsibility to prepare and/or stand by at the training premise with appropriate medication.**

**(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; or if under 18 y/o – Guardian*) \_\_\_\_\_

**This (date)** \_\_\_\_\_ **day of (month)** \_\_\_\_\_ **20**\_\_\_\_\_

**in the presence of (Name of witness)** \_\_\_\_\_

**(Signature of witness)** \_\_\_\_\_

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

**SCHEDULE 1**

In addition to Tai Chi Kung Fu Institute, the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of City of Monash Council and City of Glen Eira, 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) City of Monash;
  - (ii) City of Glen Eira;
  - (iii) Tai Chi Kung Fu Institute;
  - (iv) Zhao Ming Shao, and all instructors, assistants and members at the Tai Chi Kung Fu Institute

## New Members Discount Offer

Valid for 2 weeks only



✓			Cost
	Pants + 1 T-shirt + Basic shoes		\$55
	<b>Tracksuit</b> easy wash, fully lined with zip jacket and pocketed pants		\$45
	Beginner DVD Set (2 discs)		\$35
<b>Total</b>			

Name: \_\_\_\_\_ Class Venue: \_\_\_\_\_

Email: \_\_\_\_\_

T-shirt size: \_\_\_\_\_ Male Female      Pants: your approx. height: \_\_\_\_\_ cm

Polo T-shirt: Black White      Round neck T- shirt: Black White Red

Shoe size: \_\_\_\_\_      Shoe colour (upgrades only): Black White

Tracksuit size: (Unisex) XS S M L XL

DVD Type: Tai Chi KungFu Wushu Internal KungFu

If paying by credit card, please complete: VISA / Mastercard / AMEX

Cardholder name: \_\_\_\_\_

Card no. \_\_\_\_\_ Exp. \_\_\_\_/\_\_\_\_

Amount: \$ \_\_\_\_\_ (+\$1 card fee)      Signature: \_\_\_\_\_