



Student Application Form

Wu-Shu, including san shou, tai chi and qigong, is dangerous. During Wu-Shu, it is possible that any injury can occur. By signing this form, the Applicant acknowledges that he/she will not take any action against The Wu-Shu Sports Academy in the event of any injury and that the Applicant will participate in Wu-Shu training entirely at his/her own risk.

1. APPLICANT'S DETAILS:

Last name: _____
Given names: _____
Address: _____
Telephone: Home: _____ Work: _____
Mobile: _____
E-mail: _____
Occupation: _____
Date of birth: _____
Name of employer: _____

2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgment?

YES If yes, what
NO drugs? _____

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

YES If yes, give
NO details: _____

Name and identify any physical impairments, injuries or medical conditions that currently affect you.

Are you aware of any health problem that you have that, in the interests of your safety, the academy/club should be advised of?

YES If yes, give
NO details: _____



3. MARTIAL ARTS HISTORY

Have you studied martial arts before/are you currently studying a martial art?

YES If yes, please state particulars of: Style(s):
NO

Grade achieved: Number of years studied:

Name of your instructor:

4. EXCLUSION OF APPLICANT

Have you ever been excluded from participation in 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

澳大利亞武術學院

WSA

MARTIAL ARTS CONTRACT
WU-SHU IS DANGEROUS

The following terms must be read carefully:

1. Interpretation

A reference to "**Applicant**" is a reference to the individual who has signed the accompanying application form and has thereby agreed to be bound by its terms and includes a guardian of that individual if the individual is under 18 years of age.

A reference to "**Wu-Shu martial arts**" is a reference to Chinese martial arts and includes, without limitation, modern and traditional Wu-Shu, Tai Chi, Qigong and San Shou.

2. Acceptance

The Applicant hereby agrees to be bound by the terms of this Contract with **The Wu-Shu Sports Academy, Australia** 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 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 offer 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 **The Wu-Shu Sports Academy, Australia** and premises utilized by **The Wu-Shu Sports Academy, Australia** at my own risk and release to full extent permitted by law Juliana Zhu, **The Wu-Shu Sports Academy, Australia** 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 Wu-Shu Sports Academy, Australia**.

The Applicant warrants acknowledges that all medical attention or treatment afforded to me by **The Wu-Shu Sports Academy, Australia** and its representatives, volunteers and all other related members will be of the first aid only, and hereby release **The Wu-Shu Sports Academy, Australia** and its representatives, volunteers and all other related members from any liability for administering such aid.

(f) Martial arts done at Applicant's own risk

The Applicant accepts that training in martial arts, or in activities connected with martial arts or participating in any activity carried on by **The Wu-Shu Sports Academy, Australia** involves some degree of risk of personal injury and assumes all risk of physical and mental injuries, disabilities and losses which may result from or in connection with the Applicant's participation in such training and activities.

(g) Martial arts not to be taught by Applicant

The Applicant agrees that he/she is in no way qualified or authorized to teach Wu-Shu martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of **Principal Juliana Zhu**.

(h) Agreement to abide by rules of The Wu-Shu Sports Academy, Australia

The Applicant agrees that he/she will abide by **The Wu-Shu Sports Academy, Australia** Code of Conduct (as amended from time to time) and agree and acknowledge that any failure to abide by rules of the Code of Conduct may result in my expulsion from **The Wu-Shu Sports Academy, Australia**.

(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 New South Wales and the Courts of New South Wales shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

SCHEDULE 1

In addition to **The Wu-Shu Sports Academy, Australia**, the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of Leichhardt Shire Council. If a Council Hall is being hired or if not the principle representatives of the venue being hired; and
- (b) The staff, instructors, venue providers, including but not limited to:
 - (i) Burwood Masonic Centre, Eastwood Public School, Salvation Army Hurstville, Kogarah Council and Hurstville Council;
 - (ii) Ultimo Community Centre and associated Council; and
 - (iii) Juliana Zhu, Yang Jian Min, William Beattie, Andrew Fu, Murray Henstock, Nick Young, Hugh Driver, Simon Chen and Norman Chen.

5. DECLARATION OF UNDERSTANDING
Wu-Shu martial arts are 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. By signing this declaration, I agree to be bound by the terms of the Martial Arts Contract.

Dated:

Signature of Applicant

Signature of witness:

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. 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. By signing this declaration, I agree (on behalf of the Applicant) that the Applicant will be bound by the terms of the Martial Arts Contract.

Dated:

Signature of guardian:

Relationship to Applicant:

Address: