

NEW STUDENT AGREEMENT

Applicant details			
Last name		First name	Date of birth
Address			
Suburb		Postcode	
Home phone	Work phone	Mobile phone	
Email			

Please tick if you would like to opt out from receiving the club e-newsletter

Where did you find out about our club? (Please circle) Family or Friend / Internet / Bus Advert / Flyer Advert / Walked past / Other

Emergency contact (in the event of illness or injury)			
Last Name		First Name	Relationship
Address			
Contact Phone			

Declaration of health		
QUESTION	Please circle	DESCRIPTION
Are you prescribed any drugs that may impair reaction time or judgment? If yes, what drugs?	Yes No	
Have you suffered any incapacity requiring medical attention in the past 12 months? If yes, give details	Yes No	
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? If yes, please describe	Yes No	
If requested, do you agree to obtain a doctor's medical certificate giving you permission to undertake our training.	Yes No	

Martial arts history			
QUESTION	Style(s)	Grade(s) Achieved	Instructor(s)
If you have studied martial arts before please list your history here.			
Have you ever been excluded from a Martial Arts club by a medical practitioner, the club, or any other person or entity? If yes, please describe	Please circle Yes No	DESCRIPTION	

Declaration of understanding
I have read and I understand the terms & conditions of this agreement or if I did not understand I have obtained a satisfactory explanation from an independent source. I hereby certify and decree that all the information contained in the declarations above is true and accurate.

Agreement (for all persons 18 years old and over)			
Applicant signature		Witness signature	
Date		Date	

Guardians consent (for all persons under 18 years old)			
Last name		First name	Relationship
Address			Phone
Guardian signature		Witness signature	
Date		Date	

TERMS & CONDITIONS

It is a precondition by FitLife Martial Arts that you carefully read the following terms, and if you agree to be bound by them, then once this Agreement is signed and returned to FitLife Martial Arts you will be permitted to undertake and participate in FitLife Martial Arts Programs, Training, and to provide Instruction.

The personal information provided on this registration form, will be used by the FitLife Martial Arts for general administration, communication within FitLife Martial Arts and other matters of welfare relating to your participation at the club. The information will be stored securely and will not be provided to any third parties or used for any purposes other than those outlined.

Definitions

(i) **"you / your / me / I"** means and includes but is not limited to the person over 18 years of age who signs this Agreement or if under 18 years of age means the person for which this Agreement is signed by his/her parent or guardian, executors, administrators, or assigns.

(ii) **"FitLife Martial Arts"** means FitLife Martial Arts : Business Number BN2 1888917/Trademark Application Number 1408610, its franchisees, officers, contractors, servants, agents and employees.

(iii) **"FitLife Martial Arts Programs"** means all FitLife martial art activities, martial arts training and techniques, and use of equipment and associated activities of **FitLife Martial Arts** (including its franchisees).

FitLife Martial Arts agrees to permit you to train with accredited FitLife Martial Arts Instructors in this FitLife Martial Arts Program upon and subject to the following terms and conditions.

Conditions

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.

Medical Conditions and History

Pursuant to and without limiting the declaration of health contained within the Student Application Form to which I have signed and in consideration of the below medical history provided by me, I hereby declare that my general health is good and unless disclosed below I suffer no health related problems or disability which could preclude my participation in FitLife Martial Arts and its associated activities.

I acknowledge and agree that FitLife Martial Arts may refuse or cease allowing me to continue to participate in FitLife Martial Arts Programs at any time due to the above, however in any event I agree and accept that FitLife Martial Arts has no responsibility now or in the future to assess and has and accepts no liability in respect of my medical condition, and in addition if I choose, fail, refuse or neglect to disclose to FitLife Martial Arts any condition which could preclude my participation in FitLife Martial Arts Programs, or continue to participate in FitLife Martial Arts despite any medical condition (whether disclosed or not) then in all respects I indemnify and hold FitLife Martial Arts harmless from any loss, damage, injury or death however caused.

FitLife Martial Arts may disclose any details relating to your medical condition to other Instructors who may train you.

Consent to First Aid

I hereby give my consent to FitLife Martial Arts to administer any first aid, CPR, or other treatment that may become reasonably necessary in the event of any injury or accident that may arise during FitLife Martial Arts Programs or associated activities.

Agreement to abide by FitLife Martial Arts Rules

I, the Applicant, agree that I will abide by the 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 FitLife Martial Arts.

I understand that I may not always have the FitLife Martial Arts instructor I desire, but I shall seek to learn from whomever is instructing, to show respect due to whomever is instructing, and to conduct myself in accordance with the etiquette and policies and procedures established by FitLife Martial Arts.

Martial Arts done at Applicants' own Risk

I understand the nature of physical contact in FitLife Martial Arts Programs and associated activities and I consent to such contact subject to my right to immediately withdraw from any training which makes me uncomfortable. I shall not in any way conduct myself inappropriately or take inappropriate advantage of the contact FitLife Martial Arts Programs and training allows.

Safety is not the sole responsibility or FitLife Martial Arts instructors and staff. I am responsible for my own safety and the safety of those around me.

I have the right and responsibility to excuse myself from any exercise or training I believe will be harmful to me. I must evaluate each situation in the context of my skill and current physical condition, and conduct FitLife Martial Arts Programs and associated activities in a manner that is safe.

In the event of an injury, I have the right and responsibility to evaluate the extent of harm, stopping what I am doing and determining if it is safe to continue. In the event of a serious injury or appearance of a serious injury, I have the right to call a stop to a particular training session.

Any person training 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.

Not to teach / train others

I acknowledge that the programs, methods, and styles of FitLife Martial Arts are the property of FitLife Martial Arts, and only to be taught by those authorised by FitLife Martial Arts in writing (that is, only by FitLife Martial Arts or FitLife Martial Arts instructors).

Unless authorised by FitLife Martial Arts in writing, I acknowledge and agree that I shall not (nor attempt to) now or at any time in the future teach or train

any other person, directly or indirectly, in FitLife Martial Arts Programs, whether for free, reward or otherwise, and without limiting the foregoing not for any reason whatsoever.

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.

FitLife Martial Arts Authority

I acknowledge that FitLife Martial Arts has the authority to refuse me instruction and training, terminate or cancel this Agreement at any stage for any reason due to and including but not limited to adverse weather or training conditions, force majeure, my health, conduct, behaviour, attitude, or injury.

Emails / Social Networking Sites (Facebook MySpace and the like)

I hereby consent to FitLife Martial Arts sending emails to me, and/or contacting me through my Social Networking Site account (as may be advised from time to time) which may contain marketing material. I understand and acknowledge that in the event that I do not wish to receive emails, or be otherwise contacted from FitLife Martial Arts through my Social Networking Site I can unsubscribe or cease contact at any time by the giving of notice in writing.

Images / Logos / Promotional Material

I agree that no trade mark (whether registered or unregistered), image, brand, logo or similar of FitLife Martial Arts may be used without the prior written permission of FitLife Martial Arts.

I hereby consent to FitLife Martial Arts taking my photograph/image for use in promotional material and testimonials and any other publication of FitLife Martial Arts and I agree that such software, design, text, graphic, advertisements, and material utilizing such photographs/images are owned or licensed by FitLife Martial Arts and are protected by International and Australian laws, and I shall have no rights, title or interest in any such material, and no rights to compensation for use of such photographs/images of me.

I agree that I may not use, copy, modify, transmit, store, publish or distribute any FitLife Martial Arts provided material without prior written consent of FitLife Martial Arts.

Promotion of other business or interests

I shall not solicit or promote my own business or interest including any goods or services to FitLife Martial Arts, or other students/members of FitLife Martial Arts without prior written permission by FitLife Martial Arts.

Variation

This Deed may only be varied by an agreement in writing signed by the parties.

Entire Agreement

This Deed and the Indemnity and Release are the sole and entire agreements between the parties in relation to FitLife Martial Arts.

Governing Law

This Deed will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland.

Severance

If any provision contained in this Deed is or becomes void, illegal or unenforceable for any reason whatsoever then such provision will be severed from this Deed which otherwise continues to be valid and operative.

Counterparts

This Deed may be executed in original form and/or by facsimile transmission or PDF copies in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

SCHEDULE 1

In addition to FitLife Martial Arts, the providers in respect of this agreement include:

- (a) The president, Councillors and Ratepayers of Brisbane City Council, Gold Coast City Council, Maroochy Shire Council, Caloundra Shire Council, and Noosa Shire Council (or relevant 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. FitLife Martial Arts and its branch schools
 - ii. Chinese Kung Fu Academy and its branch schools
 - iii. 963 Stanley St, EAST BRISBANE, QLD
 - iv. Department of Education (Sherwood State School), Sherwood Qld
 - v. Holy Rood Anglican Church, Oxenford, Qld
 - vi. Tallegandra Rd, Beenleigh, Qld
 - vii. Firth Park, Sports Auditorium, Mudgeeraba, Qld
 - viii. Mudgeeraba Show Grounds Hall, Mudgeeraba, Qld
 - ix. Southport Rotary Youth Centre, Southport, Qld
 - x. QCWA (Kalinga Stree) Caloundra, Qld
 - xi. Department of Education (nambour State Primary School) Nambour, Qld
 - xii. QCWA Tewantin (Main St, Tewantin) Qld
 - xiii. Qld Scouting Association (Beach Road, Maroochydhore) Qld
 - xiv. Rosanna Uniting Church, Rosanna, Melbourne, Vic
 - xv. Somerset College, Somerset Drive, Mudgeeraba, 4213
 - xvi. Goonellabah Sports and Aquatic Centre, Lismore, NSW, 2480
 - xvii. Henry Sue, Ben Sue, Greg Barry, Steven Locke, Paul Laird, Tim Grubi, Glenn Lange, Richard Walker, Jason McInnes, Marc Webster, John Mitchell and all accredited Instructors.