

Aikido Clinic + Restraint & Removal Seminar Series 2009 Payment Form

SEMINAR FEE

Aikido: Foundations	AUD \$60 per person
Restraint & Removal	AUD \$90 per person
Aikido: Principle & Practice	AUD \$60 per person
Three-Seminar Package	AUD \$139 per person

PAYMENT METHOD

VISA | MASTERCARD | AMEX | CHQ⁺ | MONEY ORDER⁺⁺ | CASH

NAME ON CARD_____
CREDIT CARD NO_____
EXPIRY DATE_____
CARDHOLDER'S SIGNATURE_____
CCV*

*Located on signature panel.
For Amex located on front.

NB: Where a registrant is unable to attend, any refund is solely at the discretion of the Hosting Dojo.

+ Overseas cheques must be Bank Cheques

++ Money orders from Australian participants only

Mail To : Aikido Shudokan, 4 Gooch Street, Thornbury 3071, VICTORIA AUSTRALIA

Or Fax : 03 9480 1587 (within Australia) / +613 9480 1587 (international)

Martial Arts Contract
Martial Arts is Dangerous
The following must be read carefully:

1. Interpretation
"the Applicant" means the individual who signs this Contract and agrees to be bound by its terms. If the individual is under 18 years of age, the guardian of that individual must also sign this Contract.

2. Acceptance
I, *(full name)*

of (residential address)

I, *(full name of Guardian if applicant under 18 years of age)*

of (residential address of Guardian)

The Applicant, hereby agree to be bound by the terms of this Contract with the Hosting Dojo (Aikido Shudokan, Aikido Yoshinkai NSW or AMAI as determined by seminar location), the staff and instructors, 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) Seminar Fees

The Applicant will pay on demand the prescribed or stated fee for the service.

(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 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 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 resupply of Martial Arts instruction and related activities
- (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.

(f) Martial Arts done at Applicants 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) Acceptance

Performance of the provider’s obligations under the contract 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 Victoria and the courts of Victoria shall have exclusive jurisdiction to entertain any action in respect of such agreement.

(i) Agreement to Abide by Rules of the Hosting Dojo

I, the applicant, agree that I will abide by the Code of Conduct of the Hosting Dojo and agree and acknowledge that any failure to abide by the Code of Conduct may result in my expulsion from the seminar.

(j) 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.

APPLICANT SIGNATURE

DATE (DD/MM/YY)

In the presence of

WITNESS SIGNATURE

[This contract must be signed by a guardian if the applicant is under the age of 18.]