



# Brisbane Kung Fu

Wu Zen Dao *The Way of Martial Art Zen*



## MEMBERSHIP APPLICATION FORM

### 1. APPLICANT'S DETAILS:

Last Name: ..... Given Names: .....

Address: .....

Postcode: ..... Email: .....

Ph. (mob): ..... (home): .....

D.O.B: ...../...../..... Occupation: ..... Employer: .....

### 2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgment? YES / NO

If yes, what drugs.....

Have you suffered any incapacity requiring medical attention in the past year? YES / NO

If yes, give details.....

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

.....

Do you have any health problem/s which, in the interests of your safety, Brisbane Kung Fu should be advised of? YES / NO

If yes, please describe .....

### 3. MARTIAL ARTS HISTORY

Have you studied martial arts before? YES / NO

If yes please state particulars of:

Style:..... Number of years studied:.....

Name of Instructor: ..... Grade:.....



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#### 4. EXCLUSION OF APPLICANT

Have you ever been excluded from Martial Arts in the past by a medical practitioner or any other person or entity or a Martial Arts Club? YES / NO

If yes, give details .....

#### 5. WHERE DID YOU HEAR ABOUT US?

Website / Word of Mouth / Flyers / Other .....

#### 6. DECLARATION OF UNDERSTANDING

##### Martial Arts Is 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.

Dated this ..... Day of ..... 20.....

Applicant Signature.....

Witness Signature.....

#### 7. 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: .....

.....



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## OFFICE USE ONLY

### Main System Of Study:

#### External Class

Bei Quan (Shaolin Long Fist Kung Fu - Chang Quan)  
Shuai Jiao (Grappling/Wrestling)  
Weaponry

#### Internal Class

Tai Ji Quan (Tai Chi)  
Qi Gong (Chi Gong)  
Xing Yi Quan (Hsing Yi)

#### Private Class

Personal Training (Any of the above)  
Stage Combat / Fight Choreography (Formal and Informal Curriculum available)  
Weaponry (Eastern and Western)  
San Da (Contact Fighting)

### Membership Fee Paid:

\$75 (12 months) \$40 (6 months)  
\$60 (returning)

Membership No.: \_\_\_\_\_

Membership Expiry: \_\_\_\_/\_\_\_\_/\_\_\_\_

Membership Password: YES / NO

Payment Package: \_\_\_\_\_

EZI Debit Set up: \_\_\_\_\_

Student Checklist completed: \_\_\_\_\_

Date Entered: \_\_\_\_/\_\_\_\_/\_\_\_\_

User Name: \_\_\_\_\_

Password: \_\_\_\_\_

*shifujason@brisbanekungfu.com*

*www.brisbanekungfu.com*

*ph: 0412 313 653*



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## Martial Arts Contract

### MARTIAL ARTS IS DANGEROUS

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 Brisbane Kung Fu 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) i. 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

#### (b)ii. Pregnancy Policy

A pregnancy policy is available and should be read if applicable.

#### (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.

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## **PLEASE NOTE THE FOLLOWING:**

If the 'Competition and Consumer Act 2010' 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 Brisbane Kung Fu at risk to myself and release to full extent permitted by law Jason King, Brisbane Kung Fu, 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 Brisbane Kung Fu.

## **(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 Brisbane Kung Fu 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 Brisbane Kung Fu martial arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Brisbane Kung Fu.

## **(h) Agreement to abide by the Brisbane Kung Fu Class Code of Conduct**

I, the Applicant, agree that I will abide by the Brisbane Kung Fu, 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.

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**(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 Queensland 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 or Guardian*) .....

Date ...../...../.....

in the presence of (*signature of witness*) .....

**SCHEDULE 1**

In addition to Brisbane Kung Fu, the providers in respect of this agreement include:

(a) The venue providers and representatives including but not limited to those below:

- *MacGregor State High School,*
- *Fitness 4173,*
- *Holland Park Scout Hall,*
- *Jubilee Hall, and*
- *Springwood Home Studio.*

(b) The staff, instructors, and representatives of Brisbane Kung Fu including but not limited to:

- |                         |                   |
|-------------------------|-------------------|
| • Jason King,           | • Richard Baker,  |
| • Peter Natalier,       | • Nicola Price,   |
| • Richard Nicholls,     | • Shonika Hill,   |
| • Kevin The,            | • Chris Fanning,  |
| • Vincent Constantinou, | • Darren Cummins. |