



Training Liability Waiver

All Participants must sign the below liability waiver before they can commence martial arts training with Influence Defence.

DISCLAIMER: Martial arts, which includes Muay Thai Kickboxing and Krav Maga, is a high risk contact sport

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)*

.....

the Applicant, hereby agree to be bound by the terms of this Contract with Influence Fitness & Defence of 174 Smart Road, St Agnes, South Australia 5097 ABN 79 152 107 563, 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) **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.
- b) **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.
- c) **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.



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 provider 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.

- d) **Wavier 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 any way caused by, or arising out of, any activity carried on by the indemnified
- e) **Martial Arts done at Applicant's own Risk** - Any person training Martial Arts, or activities connected with Martial Arts or participating in any activity carried on by the providers are only allowed to do so on the distinct understanding that they undertake at their own risk.
- f) **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.
- g) **Governing Law** - Any agreement entered into pursuant to this acceptance is to be governed by the laws of South Australia and the Courts of South Australia shall have exclusive jurisdiction to entertain any action in respect of any such agreement.
- h) **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*).

This (date) day of (month) 20.....

in the presence of (signature of witness)

Witness Name:

Witness Address:

*This contract **must** be signed by a guardian if the Applicant is under the age of 18*