



# YAKNMA

BRAZILIAN JIU JITSU

## 1. MEMBER DETAILS

TITLE:

FIRST NAME:

SURNAME:

GENDER:

DATE OF BIRTH:

OCCUPATION:

ADDRESS:

SUBURB:

POSTCODE:

CONTACT NUMBER:

EMAIL:

REASON FOR COMMENCING BJJ / GOALS:

HOW DID YOU HEAR ABOUT US?:

CURRENT RANKING:

MEDICAL CONDITIONS:

## 2. EMERGENCY CONTACT

TITLE:

FIRST NAME:

SURNAME:

CONTACT NO:

RELATIONSHIP:

# **TERMS AND CONDITIONS** *(please read carefully)*

## **Interpretation**

The "Student" or "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.

## **Acceptance \***

I, (full name)

Of (residential address)

I, (full name of guardian)

Of (residential address of guardian)

The Student hereby agrees to be bound by the terms of this contract with Nakama Brazilian Jiu Jitsu and the persons named and described in Schedule 1, hereinafter jointly and severally referred to as ("the providers"). The providers agree to permit the Student to use their premises and facilities for Martial Arts purposes, to instruct the Student Brazilian Jiu Jitsu ("BJJ") specific training or other Martial Arts ("the training") upon and subject to the following terms and conditions:

## **Clause 1 - Academy fees**

1.1 The Student will pay on demand the prescribed or stated fees for the service. Such fees may be notified to the Student by letter, email, or memorandum or by notice displayed in the provider's premises or premises occupied by the provider or verbally. Payments will continue to be deducted from the student's nominated account after the minimum period until written notice is given by the Student to either cease or suspend training for an agreed specified period. If payment is declined, an additional \$15 will be added to fees for each default to cover any administration, dishonour, or other bank fees.

1.2 Cancellation requests require 2 weeks written notice. Fees may only be put on hold by written request if and when a medical certificate shows that the Student is unable to train for medical reasons only. There is a maximum suspension period of 3 months (13 weeks) allowed per 12-month period. If the suspension period exceeds 3 months, the membership may be cancelled, and the Student may need to reapply for membership at the rates assigned at the time of the new application.

## **Clause 2 - Medical condition and indemnity clauses**

2.1 Prior to the Student engaging in BJJ and other Martial Arts training on the premises, the Student agrees to and must notify the Instructors of any prior or existing medical condition or injury whether the Student is pregnant or suspects the Student is pregnant, or is otherwise aware of any condition or circumstance that would make the Student's participation in BJJ and other Martial Arts training dangerous for the Student and/or any other participants or likely to cause harm to the Student and/or any other participants.

2.2 Upon signing this contract, the Student releases and discharges the Instructors, their officers, servants, agents and employees (**the releasees**) from any and all causes of actions, claims, demands, suits, liability, costs, accounts and proceedings whatsoever and howsoever (whether at law or in equity), including for loss and damage in respect of personal injury, death or damage to property, that the Student may now or at any time may have but for the entry into this contract could or might have had against the releasees arising out of Student's participation in BJJ or other Martial Arts training.

2.3 By entering into this contract, the Student hereby holds the Instructors and BJJ and any Martial Arts performed on the premises and their officers, servants, agents and employees (**the releasees**) harmless and indemnifies the releasees from any and all liability for any property damage or injury to any third party resulting from the Student's participation in BJJ or other Martial Arts training.

## **Clause 3 - Martial Arts done at applicants own risk**

### *Assumption of Risks*

By entering into this contract, the Student acknowledges that the student is aware that training BJJ involves risks, dangers and hazards, including, but not limited to: the possibility of injury, worsening of an existing medical condition or injury, or death. By entering into this contract, the Student declares that the Student freely accepts and fully assumes all such risks, dangers and hazards and the possibility of injury, worsening of an existing medical condition or injury, or death, property damage or any loss resulting therefrom.

## **Clause 4 - The Student's responsibility to follow instructions**

By entering into this contract, the Student agrees to and warrants that the Student will follow the instructions of BJJ Instructors at all times and in the event that the Student feels any pain or discomfort or suffers any injury during BJJ training that the Student will notify the Instructors as soon as possible. Should the Student fail to observe and/or follow the instructions of the BJJ Instructors, the Instructors have full discretion to deny the Student from continuing their training.

## **Clause 5 - Exclusion of applicant**

The Applicant warrants that the student has not at any time been excluded from Martial Arts by a medical practitioner or any person or entity including a Martial Arts Club.

## **Clause 6 - Governing law**

Any agreement entered into pursuant to this contract is to be governed by the laws of the State of Victoria and subject to exclusive jurisdiction of Courts of Victoria.

**Clause 7 - Statement of understanding**

I, the Applicant, have read or have had these terms and conditions read and explained to me. Accordingly, I accept to be bound by these terms and conditions.

**Signed (Student/Applicant)\*** \_\_\_\_\_

**This (date)\*** \_\_\_\_\_

**In the presence of (signature of witness)\*** \_\_\_\_\_

*(this contract must be signed by a guardian if the Applicant is under the age of 18.)*

**Schedule 1**

*In addition to Nakama Brazilian Jiu Jitsu, the providers in respect of this agreement include:*

- a. The staff, instructors, venue providers, including but not limited to:
  - i. Nakama Brazilian Jiu Jitsu
  - ii. Jess Smith