



# Kyushin-Ryu Aikido

Atemi-Ryu Jujitsu Preservation Society

求心流合気道当身流柔術保存会

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*Training Injury Waiver*

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Training Injury Waiver, V1,

December 2022

To be reviewed December 2026

## Training Waiver

### **MARTIAL ARTS and EXERCISE OF ANY KIND IS DANGEROUS**

The following terms and conditions must be read carefully, as they affect your legal rights:

#### 1. Interpretation

“The Applicant” means the individual who signs this Training Waiver and agrees to be bound by its terms and conditions and includes a guardian of that individual if the individual is under 18 years of age.

“The Provider” means KYUSHIN-RYU AUSTRALIA and its employees, trainers, contractors, agents, representatives, or venue providers.

“The Services” means any membership, instruction, class, type of training, seminar, or any other activity promoted by The Provider.

2. The Applicant hereby agrees to be bound by the terms of this Training Waiver. The Provider agrees to permit The Applicant to use their premises and facilities and provide The Services, and any related activities upon and subject to the following terms and conditions:

(a) Fees - The Applicant will pay on demand the prescribed or stated fees for The Services. Such fees have been notified to The Applicant by letter or memorandum or by notice displayed, or verbally. KYUSHIN-RYU AUSTRALIA uses Square Payment to process electronic payments.

(b) Medical Conditions - The Applicant warrants that he or she has not at any time suffered any blackout, seizure, convulsion, and 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 any of The Services.

(c) Exclusion of Applicant - The Applicant guarantees that he or she has not at any time been excluded from any of The Services offered by The Provider or similar activity by a medical practitioner, or any person or entity including a Martial Arts, Fitness Club / Gym, or Sporting Body.

(e) Agreement to abide by Rules of The Provider –

I, the Applicant, agree that I will abide by the Centre Rules as defined by the Provider. I have read and understand the Centre Rules, and agree that any failure to abide by rules of the Centre Rules may result in my suspension and or expulsion from The Services of The Provider.

(f) The Services not to be taught by Applicant - The Applicant agrees that he/she is in no way qualified or authorised to teach activities carried on by The Provider,

publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorisation of The Provider.

(g) Governing Law - Any agreement entered into pursuant to this acceptance is to be governed by the laws of the State of South Australia and the Courts of South Australia shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(h) Training done at Applicant's own Risk - Any person participating in The Services carried on by The Provider, are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(i) Acceptance - Performance of The Provider's obligations under this Training Waiver may be affected by any one or more of The Provider's either jointly or severally.

(j) Personal Image –

I, The Applicant authorise The Provider to use my image to promote The Services provided by The Provider in any way The Provider chooses.

3. I hereby acknowledge that:

- a. I am not an employee of The Provider
- b. My participation in any activity or function is purely voluntary and for my own personal interest and benefit.

4. 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 from all liabilities howsoever arising from 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 Provider, arising out of or participating in any of The Services or in connection with any of The Services or in anyway caused by, or arising out of, any activity carried on by The Provider.

I, The Applicant, have been advised and understand that the practice or participation in any of The Services is potentially dangerous.

I, the Applicant, agree to occupy and use the premises of The Provider at risk to myself and release to the full extent permitted by law The Provider 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 whilst receiving The Services from The Provider.

I acknowledge that in signing this waiver I am subject to the Civil Liability Act 1936 (SA) and acknowledge absolutely I have given up my rights to damages for any

injuries that may be sustained as a result of my participation in this recreational activity.

**5. DECLARATION OF UNDERSTANDING**

**MARTIAL ARTS and EXERCISE OF ANY KIND IS DANGEROUS**

I have read and understood the terms of this Training Waiver or if I did not understand the terms and conditions of this Waiver I requested an independent person to explain them to me and am now fully aware of all terms and conditions associated with this recreational activity.

I, The Applicant, sign this Training Waiver by my own free will and do so with full understanding of the above.

**Name of student**

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**Name applicant or caregiver (if under 18 years of age):**

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**Signature of applicant or caregiver:**

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**Date:**.....