



Soto Deshi

(Attach Photo)

Application Form

Name :

Address :

.....

Date of Birth :

Phone :

Mobile:

Email:

Next of kin / contact:

Ph :

Education :

Employment :

Martial Arts Experience:

Interests / Hobbies:

Reasons For Application:

Personal References:

.....
Ph:

.....
Ph:

2. MEDICAL INFORMATION:

Pre-Existing:

Injuries:

Conditions:

Allergies:

Medication:

Special Needs:

3. HEALTH DECLARATION:

Do you take prescribed drugs which may impair reaction time or judgement? *(Circle)*

NO

YES If yes, what drugs

.....

.....

Have you suffered any incapacity requiring medical attention in the past 12 months? *(Circle)*

NO

YES If yes, give details

.....

4. EMERGENCY DETAILS

Contact Name:

Contact Ph: Contact Mobile:

Doctors Name:

Doctors Phone: Ambulance: Y / N

N/B:

5. 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? *(Circle)*

NO

YES If yes, give details

.....

6. 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 **Compass Institute Inc (Kenshinryu) 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) Fees

The Applicant will pay on demand the prescribed or stated fees for the service. Such fees may be notified to the Applicant by flyer, letter or memorandum or by notice displayed in the provider's premises or premises occupied by the provider or verbally.

(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.

(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 Applicant's own Risk

Any person training Martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by this Institute /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 Queensland and the Courts of Queensland shall have exclusive jurisdiction to entertain any action in respect of any such agreement

(i) Statement of Understanding

I, the Applicant have read, or have had read to me, or if I did not understand the terms and conditions of the Contract I requested an independent person to explain them to me. 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)

.....

GUARDIAN'S CONSENT: [This contract **must** be signed by a guardian if the Applicant is under the age of 18.]

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

..... Postcode State

SCHEDULE 1

In addition to The Compass Institute Inc (Kenshinryu) and its Board of Management, the providers in respect of this agreement include

- (a) The Mayor, Councillors and Ratepayers of Sunshine Coast Regional Council, (if a Council Hall is being hired) or if not, the principle representatives of the venue being hired, leased or utilised.
- (b) The staff, instructors, venue providers, including but not limited to:

- (i) *Chief Instructor David Dangerfield and any Assistants/Instructors designated by him;*

Conditions & Terms:

- Membership : \$50 per annum
- Fees are set at \$50 per week. (Payable four weeks in advance)

These include :

- All tuition as per the Soto Deshi schedule but does not include seminars
- All afternoon teas

They do not include:

- Shinsa (grading fees) up to Shodan (1st degree black belt)
- Transport to and from the Dojo

- ❑ Dogi are the responsibility of the student. They must have a minimum of 3 clean dogi in suitable condition at all times
- ❑ Non – attendance for more than three consecutive days requires a doctors certificate
- ❑ If injured the student is still required to attend all classes, participating in all possible activities. If the injury is to the upper body, the student must sit in seiza during classes – if to the lower body, the student may use a chair.
- ❑ The student must always adhere to the principles of hygiene and safe and courteous training as detailed in the Safety instructions and Student Handbook.
- ❑ From time to time the student must be available to accompany teachers to school programmes and seminars in other centres. The latter may require that the student accompany the teacher to another centre for several days and serve as assistant during that time. Occasionally this may require attendance over weekends.
- ❑ The students duties extend to the maintenance of the Dojo, grounds and vehicles and they may be required to assist in routine repairs and upkeep. If the student is licensed, he/ she may be required to serve as driver from time to time

Failure on the part of the student to:

- maintain Dojo standards
- follow all instructions with an open heart
- maintain a harmonious posture in relation to teachers, fellow students and the general public
- maintain payment of fees
- carry out all duties gladly
- obtain a suitable pass in the requisite subjects

Will result in a written warning. Further failure will result in suspension for up to two weeks. Fees are still payable during this period. Further failure will result in the students' instant dismissal from the course and the Dojo. Prepaid fees will be retained by the Institute.

- ❑ A written appeal to a suspension or dismissal must be lodged with the Yudansha inside two weeks from the date of suspension or dismissal. The Yudansha will have sole discretion in settlement of all appeals. The Chief Instructor will however maintain a veto to any decision made by the Yudansha as concerns Soto deshi. Once the appeal has been considered, no further appeal will be accepted.
- ❑ The Institute staff and all teachers will do their utmost to support the student throughout the course. Ultimately however, the emphasis is on the student to “learn”.

Acceptance of Conditions & Terms:

I have thoroughly read and where necessary signed, the Conditions & Terms including the Registration and Liability Waiver and accept them in full. In so doing I recognise that I am bound by these conditions and the stated requirements.

Print Name:

Signature:

Parent /Guardian:
(if applicant is under 18 years)

Signature:

Witness:
(Kenshinryu)

Signature:
(Justice of the Peace)

Chief Instructor:

Date :