

All Stars Self Defence Centres Pty Ltd
APPLICATION FORM

To enrol into any of our classes or courses, just return this form with your payment to:
All Stars Self Defence Centres Pty Ltd
c/o 10/236 East Boundary Road, East Bentleigh East, Vic 3165

1. APPLICANT 1 DETAILS:

Last Name:.....Given Names:.....
Address:Suburb:.....Postcode:.....
Ph (h).....Ph (w).....Fax(w).....Mobile:.....
Email:.....Date of Birth:.....Age:.....
Occupation:.....Employer:.....

APPLICANT 2 DETAILS:

Last Name:.....Given Names:.....
Address:Suburb:.....Postcode:.....
Ph (h).....Ph (w).....Fax(w).....Mobile:.....
Email:.....Date of Birth:.....Age:.....
Occupation:.....Employer:.....

APPLICANT 3 DETAILS:

Last Name:.....Given Names:.....
Address:Suburb:.....Postcode:.....
Ph (h).....Ph (w).....Fax(w).....Mobile:.....
Email:.....Date of Birth:.....Age:.....
Occupation:.....Employer:.....

2. HEALTH DECLARATION:

Are you prescribed drugs which may impair reaction time or judgement?
YES NO If yes, what drugs

Have you suffered any incapacity requiring medical attention in the past 12 months?
YES NO If yes, give details

Are you aware of any health problem, injuries or medical condition that currently affect you, in the interests of your safety, the academy/club should be advised of?
YES NO If yes please describe

3. MARTIAL ARTS / KICKBOXING / HISTORY

Have you studied martial arts before YES NO If yes please state particulars of:
Style:.....Grade Achieved:.....
Number of years studied:..... Name of your instructor.....

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?
If yes, give details

5. 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 thisday of.....20.....

Applicants Signature.....Witness signature.....

6. 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's.....

All Stars Self Defence Centre Pty Ltd

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's)

of (residential address)

I, (full name of Guardian)

of (residential address of Guardian)

the Applicant, hereby agree to be bound by the terms of this Contract with All Stars Self Defence Centres Pty Ltd 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) 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 operates 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.

PLEASE NOTE THE FOLLOWING:

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 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 the All Star Self Defence Centres Pty Ltd at risk to myself and release to full extent permitted by law (Rod Catterall), The All Star Self Defence Centres Pty Ltd, 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 the All Stars Self Defence Centres Pty Ltd.

(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 Club/Academy Company 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 activities carried on by All Stars Self Defence Centres Pty Ltd publically or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of Rod Catterall.

(h) Agreement to abide by the Academy Rules

I, the Applicant, agree that I will abide by the All Stars Self Defence Centres Pty Ltd 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.

(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 ofand the Courts of 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's*)

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

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 (All Stars Self Defence Centres Pty Ltd) , the providers in respect of this agreement include :

- (a) The President, Councilors and Ratepayers of Shire Council. If a Council Hall is being hired or if not the principle representatives of the venue being hired
- (b) The staff, instructors, venue providers, including but not limited to :
 - (i) (Gillon Group)
 - (ii) (Glen Eira City Council, City of Casey);
 - (iii) (Virginia Park Estate, Rowville Community Centre, Narre Warren Community Centre, Killberry Valley Primary);
 - (iv) (Rod Catterall, Marco Vogel, Aaron Giorno, Steven Barnett, Kon Grivas, John Moumas, Sonya Jubb, Denis Levin , Steve Mackay, Teresa Caruso, and all assistant instructors etc)

Please nominate the club / system you are wishing to attend eg. karate, kickboxing.

Club / systemReferred by:

Cut along dotted line and return form to head office ASAP. Your I.D. card will be mailed out shortly after.



Payment Details: *Cheque , Money Order, Credit Card. (We do take payments over the phone)

Credit card Details: Please circle type of card

Visa / Bank card / Mastercard

Cardholder name: _____ Card number: / / /

Expiry: _____ Amount \$ _____ Cardholder's signature: _____

TERM CONFIRMATION & PAYMENT REQUEST FORM (DIRECT DEBITED FROM CREDIT CARD)

1. APPLICANT'S DETAILS:

Last Name: Given Names:
Address: Suburb: Postcode:
Ph (h)..... Ph (w)..... Fax(w)..... Mobile:.....
Email: Age's:
Parents Name

2. TERM FEES / TERMS & CONDITIONS :

Term fees of \$ per term (training week) are to be paid in full prior to next term and no later than 1 week before the end of the existing term. Your booking is only confirmed by payment only. This fee will now include part of your annual membership / insurance fee. This fee will be deducted each term from your credit card automatically 2 weeks before the end of each term unless you notify us prior to the last two weeks.

**3. Membership Date Joined.....
Parents Signature Dated**

**4. BOOKING DETAILS: (Please indicate days, times training, club attending.)
Days ; Mon , Tues , Wed , Thur , Fri , Sat
Number of children..... Club Attending
Session Times; Bentleigh.....**

5. PAYMENT TERMS & CONDITIONS:

Please ensure you have read the booking terms and conditions below.
*All classes & courses require a minimum of 6 in attendance to proceed (bookings are essential for classes & courses 5 minute changeover periods may apply when classes run back to back. Call if unable to attend) If you no-longer wish to train you must notify us out of courtesy in writing .Class term fees allow you to train only at the club you are a member at. The prices do include GST all discounts must be authorized by Management.

Payment & Make up Class Policy ;

- All payments are to be cash, cheque or credit card. All fees are non transferable
- Full term fees for lessons are payable in advance.
- If payment is not made by the last class of this term, you will automatically lose your placement.
- The make up class policy is now limited to those that are sick or injured.
- Prior notice of your child's absence must be received prior to their schedule class in order to receive a make up or you forfeit that class.
- All Stars can only offer make up classes subject to availability provided.
- A class can only be made up in the same term. It can not be carried over to the next term.
- Should a make up session be booked, but not attended, or if a suitable time cannot be arranged between management and yourself, then you forfeit that lesson.
- Credit / or refunds will not be given on unattended classes.
- No more than 2 make up lessons can be offered per term (Subject to terms above).

**Payment Details: *Cash, Cheque, Money Order, (Credit Card -only at Bentleigh).
(We do take payments over the phone, only at Bentleigh)**

**Credit card Details: Please circle type of card
Visa / Bank card / Mastercard**

Cardholder name: _____ Card number: / / /
Expiry: _____ Amount \$ _____ Cardholder's signature _____

To enrol into any of our classes, just return this form with your payment to:
Payments are normally by direct debit from credit card, but cash or cheque is also accepted.
All Stars Self Defence Centres Pty Ltd
c/o 10/236 East Boundary Road, East Bentleigh East, Vic 3165