OPTIMUM MARTIAL ARTS ACADEMY

66 Arthur Allen Drive
BARDIA NSW 2565
&
1st Ingleburn Scout Hall
Westland Memorial Park

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Adult's Martial Arts Membership Application - 14TH September 2025

Section 1: Your Contact Details (Please PRINT Clearly)

Title / Pronoun _____ Name _____ Surname _____ Date of Birth ___ / ___ / ___ Age____

Home Street _____ Suburb _____ Post Code _____

Mobile ☎ _____ - _____ - _____ Email _____ Occupation_____
(4) (3) (3)

In case of an emergency who should we contact for you?

Name _____ Phone ☎ _____- _____-_____ Relationship to you? _____

Section 2: Your Medical History

Have you consulted a doctor about starting an exercise program or martial arts classes? (Please circle: **YES** **NO**)

Have you ever knowingly suffered from any of the following conditions? (✖ Cross if NO, Number Ascending (1 to 9 etc) if YES)

Arthritis		Chronic Headaches		Hearing Problems		Jaundice		Pleurisy	
Asthma		Circulation Problems		Heart Murmur		Joint Condition		Pneumonia	
Back Condition / Pain		Diabetes		Heart Palpitations		Kidney Problems		Rheumatic Fever	
Blackouts		Dizziness		Hepatitis		Liver Problems		Sight Impairment	
Bladder Disorders		Epilepsy		Hernia		Lung Disease		Stroke	
Bone Disease		Fainting		High Blood Pressure		Major Surgery		Thyroid Trouble	
Cancer		Glandular Fever		Low Blood Pressure		Migraines		Tuberculosis	
Chest Pains		Other Gland Trouble		High Cholesterol		Muscular Illness/Pain		Ulcer	
Chronic Bronchitis		Gout		HIV / AIDS		Obesity		Any Other Condition?	

If you have ticked any of the above, or have any other condition or illness please give details below or attach another page:

1)	5)
2)	6)
3)	7)
4)	8)

Do you smoke in any form? (please circle) **YES** **NO** If YES what type and how many would you smoke in an average day?

Have any of these immediate family members - **Father** - **Mother** - **Child** - **Brother** - **Sister** - **Grandfather** - **Grandmother** - **Uncle** - **Aunty** ever suffered from any of the following conditions? If they have, please give details such as who they were, what side of the family (mothers or fathers side), what age they were, was it genetic or lifestyle induced, & was it treated and how.

Heart Attack	Heart Disease	Heart Operation	Blood Pressure	High Cholesterol	Diabetes	Stroke	Cancer	Gout

Are you taking any prescription medications or recreational drugs? (Please circle: **YES** **NO**)

If YES, what are they, and what are they for?

Do you experience any side effects from these medications? (Please circle: **YES** **NO**)

Are you now or have you recently been pregnant? (Please circle: **YES** **NO**)

Is there any further information that you feel is relevant to your past or present health? (Please circle: **YES** **NO**)

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? (Please circle: **YES** **NO**) If YES, please give details as to why.

Section 3: Your Training Motivation

Why do you want to learn martial arts? _____

Please circle the types of martial arts you want to study KUNG FU JIU-JITSU SELF DEFENSE KICKBOXING ALL

Details of martial arts you have studied before	School / Style 1 ↓	School / Style 2 ↓	School / Style 3 ↓
School Names & Styles			
Who were your instructors?			
Time Spent Training in Previous Style			
What levels / belts did you get to?			

How did you find out about our classes? Google Search ☐ Facebook Ad ☐ Facebook Group ☐ Instagram Post ☐

Letterbox Flyer ☐ Poster ☐ Word of Mouth ☐ Existing Student ☐ Walking Past ☐ Exhibition / Demonstration ☐

Section 4: Martial Arts Contract

Training in martial arts is dangerous!! Take your time to read the following conditions carefully!!

1. Interpretation

The **"Applicant / student"** means the individual who will be utilising the service of martial arts instruction.

2. Acceptance

I _____ of _____
(the Applicant / student - Please print your full name here) (Please print your home address here)

the Applicant / student, agree to be bound by the terms of this contract with ***OPTIMUM MARTIAL ARTS ACADEMY*** and the persons named and described in **Schedule 1** below, hereinafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities to practice martial arts, to instruct me in martial arts and related activities ("the service"), upon and subject to the following terms and conditions:

(a) Subscription / Membership / Tuition Fees
The Applicant / student will pay the fees for the service on time. Fees may be notified to the Applicant by written document, email, text message, by a notice displayed in the provider's premises (or premises occupied by the providers), verbally, or on the provider's website.

(b) Medical Conditions
The Applicant / student warrants that they have never suffered a blackout, seizure, convulsion, fainting, dizziness, and is not presently receiving treatment for any illness, disorder, or injury which would render it unsafe for the them to take part in martial arts classes or training.

(c) Exclusion of Applicant
The Applicant / student warrants that they have not at any time been told they cannot / should not participate in martial arts by a medical practitioner, or any legal representative or entity, including this or any other martial arts club.

(d) The Rights of a Consumer (That's you!)
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 providers, which flowing from them, cannot be excluded, restricted, or modified by any provision of the contract.

THEREFORE, PLEASE NOTE THE FOLLOWING: (Legal-Speak is translated into normal English in red.)
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, (in other words, if we mess up), then the liability of the providers for breach of those warranties is limited to:
(i) the re-supply of the Martial Arts instruction and related activities; (we give it to you again) or
(ii) the payment of the cost of having the Martial Arts and related activities supplied again. (or we refund you)

(e) Waiver and Indemnity
In all other cases and except where inconsistent with the above, the Applicant / student for themself, their executors, administrators, dependents and other personal representatives, hereby absolves and indemnifies the providers and all their servants, agents, employees, 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 Applicant's / student's 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 fitness activities, or in connection with martial arts or fitness activities, or in any way caused by, or arising out of, any activity carried on by the indemnified.

(f) Martial Arts and self defence are practiced at the Applicant's own risk!
Any person training in martial arts, or in activities connected with martial arts, or participating in any activity carried on by this Club / School / Business 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 carried out 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 New South Wales, and the courts of New South Wales shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

Section 5: Declaration of Understanding

TRAINING IN MARTIAL ARTS IS DANGEROUS!

I the Applicant / student;

1) Have read or have had read to me all the above conditions, and having understood them, I consent to the activities proposed.
2) Have read and understood the terms of Section 4, 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.
3) Have received a copy of the "Martial Arts Terms of Service" sheet which I have read, understood, and agree to abide by if I'm to participate in martial arts training / tuition / classes, and / or fitness training sessions with Optimum Martial Arts Academy.
4) Have disclosed any information that is relevant to my ability to safely participate in exercise or martial arts training programs to the staff of Optimum Martial Arts Academy, or any relevant or appropriate agents or associates thereof.
5) Am aware that all martial arts including, Kickboxing, Kung Fu, Kali / Arnis / Eskrima, Jiu-Jitsu, Krav Maga / Kapap, Capoeira, Boxing, Karate, Grappling, and Self Defence are contact activities, and that ***it is not uncommon to incur injuries whilst participating***. I therefore understand and agree that neither Neal Elliott / Optimum Martial Arts Academy / The Optimum Zone / Chris Russell, or their employees, agents or associates, (who will take all reasonable care and attention), **WILL NOT BE LIABLE FOR ANY INJURY OR LOSS OF PROPERTY**, whether caused by accident or neglect during the course of any training in, or of any component of, the Optimum Fighting Concepts combat system, whether during an official class at an Optimum Martial Arts Academy location or anywhere else, with or without supervision.

Applicant Name:_____ Applicant Signature _____ Date _____ / _____ / 2025

SCHEDULE 1
In addition to *(Neal Elliott / Optimum Martial Arts Academy / Chris Russell and their agents)*, the providers in respect of this agreement include but are not limited to:
(a) The president, councillors, and ratepayers of Campbelltown Council and, the principle representatives of any venue or other space being hired for the purposes of classes, seminars, competitions, gradings, training, practice, or any other associated activities.
(b) The venue / space owners, staff, instructors, venue / space providers, including but not limited to: *(i) Neal Elliott / Optimum Martial Arts Academy / Optimum Fitness Concepts / The Optimum Zone (ii) Chris Russell (iii) (iv) Scouts NSW (v) Campbelltown Council (vi) Fariborz Fardin and any of his associated businesses*