

NEW MEMBER APPLICATION ADULTS

1. APPLICANT DETAILS

Full Name			
Street Address			
Suburb		Postcode	State
Contact Number		Email	
Date of Birth			
Please tick: <input type="checkbox"/> Adelaide University (AU) Student Student No. <input type="text"/>			
<input type="checkbox"/> Spouse of AU Student <input type="checkbox"/> AU Graduate			
<input type="checkbox"/> Student on placement/exchange to AU <input type="checkbox"/> Staff of AU, AU Sport or AU Union			
<input type="checkbox"/> None of the above			

2. EMERGENCY CONTACT

Name		Contact Number	
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3. MEDICAL CONDITIONS, ALLERGIES ETC

If not applicable, please write "Not Applicable"

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4. APPLICATION TERMS

I understand that Karate is a system of fighting that involves strenuous physical exercise and physical contact with other persons and property, and there is a significant risk that serious injury, illness from infectious diseases (e.g. COVID-19), disability, death or property damage may result from participation.

In full knowledge of the risks and hazards, I choose to participate in Karate at my own risk, apply for membership of the Adelaide University Karate Club Inc ABN 81 721 753 664 (**Club**) and agree as follows:

1. I acknowledge that all information provided on this form is subject to the Club's Privacy Policy, which can be viewed at www.aukc.com.au/membersresources.htm;
2. I will become and remain a member of Adelaide University Sport and Fitness Association Inc (**AUSF**) and Australian Karate Federation Limited (**AKF**), and I authorise (without obliging) the Club to sign all documents and do all things necessary on my behalf to apply for and maintain membership of AUSF and AKF;
3. I will comply at all times with the constitution and policies of the Club, AUSF and AKF, which are available at www.aukc.com.au, www.adelaideunisport.com.au and www.karateaustralia.org.au respectively;
4. To the maximum extent permitted by law, I accept all risk of loss, liability, damage, injury, illness or death to any person or property, which may be suffered or caused in connection with my membership of the Club, AUSF or AKF or my participation in Karate, however it may arise (including by negligence of the Club, AUSF, AKF or their officers, members, instructors, volunteers, servants or agents), and I release and indemnify the Club, AUSF, AKF and their officers, members, instructors, volunteers, servants and agents in relation to any such loss, liability, damage, injury, illness or death; and
5. I declare that I am not the subject of any allegation, arrest, charge or conviction for a sexual offence, an offence of indecency, violence or deprivation of liberty (whether indictable or not) or any other indictable offence and if I become so subject I will immediately notify the Club, cease my participation at the Club and authorise the Club to take any action necessary to comply with its legal obligations.
6. I declare that I am not a member of any Australian organisation practicing Karate that is not a member of AKF.

PLEASE TURN OVER FOR RISK WARNING & EXCLUSION

RISK WARNING & EXCLUSION

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services (including recreational services¹), there is:

- A statutory guarantee that those services will be rendered with due care and skill; and
- A statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child, who acquires recreational services for the child, cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Adelaide University Karate Club Inc ABN 81 721 753 664 for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

- 1 **Recreational services** are services that consist of participation in:
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- 2 **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.cbs.sa.gov.au

I have had sufficient opportunity to read the above terms (including on page 1), I fully understand them, I understand that I have given up substantial rights by signing below and I sign voluntarily.

Applicant Signature

Date

/ /

Witness Signature

Witness Name &
Address