

Student Disclaimer Form

FOUNDATIONS SD

All information will be treated in the strictest of confidence

FOUNDATIONS SD PTY LTD WARNING AND WAIVER

The terms and conditions in this warning and waiver are in addition to any general terms and conditions you may have signed or be subject to due to your use of Foundations SD Limited's (FSDL) Facilities. Herein and throughout this document, Foundations refers to the company listed as Foundations SD Limited (FSDL).

YOUR PHYSICAL CONDITION AND SAFETY

1. You acknowledge that Wing Chun training can be of a high intensity, and as it involves from time to time vigorous physical activity there is risk of injury, disability, paralysis and even death.
2. You understand that it is your responsibility to consult a physician regarding your ability to participate in FSDL classes, furthermore it is your responsibility to inform FSDL staff of any injuries or disabilities you may have prior to training, and also inform staff if you feel unwell before, during or after participating in a class.
3. You shall not participate in FSDL classes whilst suffering from any infections or contagious illness, disease or other ailment including but not limited to open cuts, abrasions, open sores or minor infections, where there is any risk that such use or participation in such condition may be detrimental to the health, safety, comfort or physical condition of other participants of said classes; you will bring any such matters to the attention of the staff of FSDL if in any doubt.
4. In addition to the above if you are pregnant, under medication and/or suffering from or having suffered from any medical disability you are strongly advised to seek the advice of a qualified medical practitioner before participating in FSDL classes and you should not participate if there is a risk to your health.
5. FSDL teachers use 'hands on' correction for posture – you hereby consent to this method of instruction. FSDL reserves the right to exclude members at any point without notice, memberships are non-refundable and non-transferable.

LIMITATION OF LIABILITY/RELEASE/INDEMNITY

1. You hereby acknowledge that you are aware that in participating in FSDL classes, there is the risk or possibility of injury, you voluntarily accept these inherent risks.
2. You take full responsibility for any injury, loss or damage to your person/property that may arise directly or indirectly from your participation in FSDL classes.
3. You have consulted a qualified medical practitioner recently and know of no reason why you should not participate in FSDL classes.
4. You have no physical or mental restrictions, disabilities or any predispositions to sickness or injury that may be aggravated or adversely affected as a result of your participation in FSDL classes.
5. You promise that you will participate in FSDL classes at all times in accordance with the instructions given by FSDL and you acknowledge that FSDL will not be liable for injury or damage sustained if you participate in FSDL classes before you have received proper instruction or contrary to such instruction.
6. To the fullest extent permitted by applicable laws, you hereby agree that FSDL, and its respective servants, agents, employees, and staff shall not be liable in contract, tort (including without limitation negligence), pre-contract or other representations or otherwise out of or in connection with your participation in FSDL classes, for any claims, demands, damages, economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), loss of good will or reputation, or special or indirect consequential losses in any case.
7. You will not now or in the future, directly or indirectly, seek to claim compensation from FSDL, or other participants in FSDL classes, for any injury, loss, costs or damages occurring, or arising from, your participation in classes. You hereby release FSDL and other participants in classes from any claim for injury, loss, costs or damages occurring, or arising from, your participation in classes. You hereby agree to indemnify, defend and hold FSDL harmless against any liability, damages, legal fees, or from any other costs incurred in connection with claims caused by your negligence or other wrongful acts or omissions, even if FSDL was negligent.
8. You hereby agree to defend, fully indemnify on demand and hold harmless FSDL from and against all liabilities, claims, expenses, damages and losses including legal fees (on an indemnity basis) which FSDL may suffer arising from any breach of these terms and conditions by you, or in connection with any act, omission, default, negligence or conduct attributable to you.
9. You grant permission for images, video and audio of your participation in classes to be used by FSDL for marketing purposes from time to time.

Student Name

Parent/Guardian (If applicable)

Phone Email

DOB Emergency Name & Phone

Date Student/Guardian Signature