



## CLOSE COMBAT KRAV MAGA (CCKM)

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t/as PERSONAL TRANSITION  
t/as CLOSE COMBAT  
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# Terms of Participation

By digitally submitting this form, you agree to the **Terms of Participation**, for all forms of training or services provided by PERSONAL TRANSITION also known as CLOSE COMBAT and agree to the following **Exclusion Clause**

## **For all training and/or treatment services which are face to face at the studio:**

I verify that I, or the participant in my care

1. Have not travelled within the last 14 days outside of Australia
2. Are NOT sick, meaning you do not have a fever, cold, flu like illness, including symptoms of runny nose, sore throat, cough, fatigue or difficulty breathing – of any sort. I allow a temperature check from staff
3. Have not been in contact with any person who is currently ill from COVID-19 – tested positive
4. Have not been in contact with any person who is awaiting a positive test result for COVID-19
5. Will complete contact tracing **Sign In + Sign Out**

I understand that I should not be on the premises unless I [or the participant in my care] meets all the above criteria. I have read the EXCLUSION CLAUSE, specifically Item 4.

## **ONLINE training:**

I will ensure for myself or all underage persons in my care, who participate in any online sessions

- ✓ I will provide an open space with no doors closed
- ✓ Will be done in an appropriate, safe and secure environment (non-slip floor and please remove any potential obstructions)
- ✓ Will wear appropriate clothing for training
- ✓ Will have no negative comments and no bad language is to be used
- ✓ There will be a parent/guardian home during the session if the participant is underage

I understand that by joining any online classes by CLOSE COMBAT, I have automatically agreed to participate according to the listed requirements,

or

If the participant named on this form, joins any online classes by CLOSE COMBAT, I have given permission for them to join and I will ensure that they will participate according to the listed requirements .

## **For personal training or small group sessions**

- a. A No-show or cancellation within 24 hours before your session will incur a full fee payment.
- b. A cancellation outside of 24 hours will incur no fee; however will be allocated another time slot.
- c. Obviously in *exceptional* circumstances, these fees may be waived, and this will be at the discretion of the individual trainer.

## **EXCLUSION CLAUSE**

1. **I HEREBY ENROL** in Close Combat Krav Maga (CCKM) (ABN 89 570 091 638) Self Defense Training, by B.D. Uriel & M.A. Uriel t/as Personal Transition on the basis of the terms and conditions set out below.
2. **I ACKNOWLEDGE THAT:-**
  - a. The training involves physical contact with the other persons inherent risks;
  - b. During training I will be taught skills, techniques, positions, maneuvers, behaviors, ways of approaching and responding to events and mindsets (hereafter referred to as 'practices') that are intended to be used when defending myself or others from immediate threats of physical harm. These practices are taught with the intention that they will be used reasonably and lawfully either during training or otherwise Practices taught include, for example, risky activities such as (but not limited to) punches, kicks, elbows, knees, headbutts, bites, rolls, throws, trips, chokeholds, joint manipulations and eye gouges.
  - c. Personal Transition uses various items of equipment that may pose risks to the safety of myself, instructors (including Personal Transition employees or other persons who supervise and provide instructions during training) and other associated with training (including spectators), including but not limited to:- Sticks, bars, rubber knives, rubber guns, chairs, bin lids, training syringes, and any other items that may be used in everyday situations to assault a person.

- d. Instructors have their own styles and ways of supervising and teaching that are unique to them but which may cause injury when followed. It is my responsibility to use my own judgment when determining whether the supervision and instructions provided are adequate and safe for myself and others to follow when training. It is my responsibility to notify the instructor and immediately withdraw from training if I become concerned about the activities being undertaken that may pose a risk to me or others.
3. **I INDEMNIFY AND HOLD HARMLESS** Personal Transition, its instructors, staff members, students, International Krav Maga Federation (IKMF) Australia and anyone associated with Personal Transition's activities in any way whatever against any claims howsoever arising, including (but not limited to) claims in negligence for loss or damage for personal injury or death, brought about as a result of, or in connection with:-
- a. The instructor's conduct in overseeing or providing instruction during, or otherwise in connection with, training. Such loss or damage may be sustained by:-
    - i. Me acting alone or with another person's; or
    - ii. Other persons as a result of, or in connection with, my conduct during training or otherwise.
  - b. The conduct of persons associated with Personal Transition in arranging the training including the provisions of instructors, equipment and training facilities, or in any other way howsoever arising.
  - c. Any other matter related directly or indirectly with my participation in the course.
4. **I HERBY AGREE** to exclude Personal Transition, its instructors, staff members, students, International Krav Maga Federation (IKMF) Australia and anyone else associated with Personal Transition's activities in any way whatever from liability from:-
- a. Any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law contained in Schedule 2 of the Australian Competition and Consumer Act 2010; or
    - i. Death; or
    - ii. A physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); or
    - iii. The contraction, aggravation or acceleration of a disease of an individual; or
    - iv. The contraction, aggravation or acceleration of any flu like virus, including but not limited to COVID-19, SARS, MERS, H1N1, H2N2, H3N2 of an individual or
    - v. The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstances, occurrences, activities, form of behaviour, cause of conduct or state of affairs in relation to an individual.
      - (a) That is or may be harmful or disadvantageous to the individual or community; or
      - (b) That may result in harm or disadvantage to the individual or community.
5. **I CONFIRM** I am physically capable of participating in this training and that I have no existing medical condition which precludes or should reasonably preclude my participation that I have not disclosed to Personal Transition.
6. **I CONFIRM** that if I am under the age of (18) years, I have obtained permission/consent from my parent(s)/guardian(s) for my participation and to these terms and conditions.

#### **CLAUSES REGARDING PHOTOGRAPHY/FILMING**

1. **I CONSENT** to Personal Transition :-
- a. using constant video surveillance on the premises, specifically inside the reception, waiting and training areas plus the outside parking and shop front. There is **no video surveillance** in the treatment room or toilets;
  - b. photographing and filming me while I undertake training activities;
  - c. using material obtained from such photography and filming for the purpose of producing and displaying promotional material.

**I / We have read, understand and agree to the Terms of Participation (previous page) and the Exclusion Clause above. All information provided to CLOSE COMBAT is true and correct.**