

## **HILLS BASKETBALL ASSOCIATION INC.**

### **HORNETS PRODUCT WAIVER**

This is an important document and you and your parents should read it carefully. By signing the Hornets Product Waiver, you acknowledge that you have read and understand these terms and conditions.

#### **Definitions**

1. In these terms and conditions;
  - a. "Products" mean all programs conducted by Hills Basketball Association that are not covered under Basketball Australia's Participation Registration. They include but are not limited to Hornets Academy Skills Sessions, Hornets Academy Holiday Camps, Play & Train, Hornets 3X3 Tournaments, Northwest Schools Challenge & Education Courses.
  - b. "Participant" means a participant in the Basketball activities.
  - c. "Program" means the event as authorised by HBA.

#### **Insurance**

Sports Injury insurance is not provided for Hornets Academy Skills Sessions, Hornets Academy Holiday Camps, Play & Train, Hornets 3X3 Tournaments, Northwest Schools Challenge and Education Course participants, unless participant is a registered player with Hills Basketball or Basketball NSW.

#### **Risk and Waiver**

You should be aware that there are risks of injury associated with playing basketball, as there are with most sports. Risks will arise in the context of the activities of running, jumping, catching, throwing and guarding opposition players. While we aim to minimise risks, it is not possible to eliminate them all.

Your participation in the recreational activities supplied by the Hills Basketball Association is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and do happen which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, You should ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have.

By registering and accepting these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by Hills Basketball Association may involve risk. You agree and undertake any such risk voluntarily and at your

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own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW).

### **Disclosure of medical conditions**

You warrant that prior to undertaking any Basketball Activities you:

- a) are and must continue to be medically and physically fit and able to undertake and participate in the Basketball Activities; and
- b) are not a danger to yourself or to the health and safety of others.

You acknowledge that you must not participate in any Basketball Activities if you have any preexisting medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage.

You acknowledge that Hills Basketball Association rely on information provided by you and that all such information is accurate and complete.

### **Release and indemnity**

In consideration of Hills Basketball Association accepting your participation application, you to the extent permitted by law:

- a) release and forever discharge any Basketball Organisation from all claims that you may have or may have had but for this release arising from or in connection with your participation in Basketball Activities; and
- b) release and indemnify any relevant Basketball Organisation against any claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by any Basketball Organisation or in any other manner whatsoever; and
- c) indemnify and will keep indemnified and hold harmless any Basketball Organisation to the extent permitted by law in respect of any Claim by any person:
  - I. arising as a result of your participation in Basketball Activities; or
  - II. against any Basketball Organisation in respect of any injury, loss or damage arising out of or in connection with your failure to comply with a Basketball Organisation's rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the claim is caused or contributed to by the grossly negligent act or omission of a Basketball Organisation.

If you suffer any injury or illness, you agree that Hills Basketball Association may provide evacuation, first aid and/or medical treatment (including calling an ambulance to attend where Hills Basketball Association deems reasonable) at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment and associated costs.



**Use of image and name**

You acknowledge and consent to photographs and electronic images being taken of you during your participation in the Basketball Activities. You acknowledge and agree that such photographs and electronic images are owned by Hills Basketball Association and may use the photographs or electronic images for promotional or other purposes without your further consent being necessary.

You acknowledge and agree that such photographs and electronic images may be used by Hills Basketball Association if you may be tagged and shared online or otherwise.

In accordance with the HBA privacy policy, if you consider there are exceptional circumstances to justify your exclusion from publication of your image being utilised, please inform HBA and it will consider the removal of such information.

