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Summary

### **Disclaimer**

This is a legal document between you and Handball Australia Association Pty Limited, ACN 620 549 233 that affects your rights. If you are uncertain or uncomfortable with some of these conditions we recommend that you obtain advice to ensure you understand and accept our conditions of participation and entry.

I agree that I/my child/enrolled member/Osh centre/School can participate in these services and events on the following basis

#### 1 General Terms

- 1.1 I understand that I/my child/children/my students should not participate in this event/events unless I am/he or she is/they are in a fit state physically and mentally to compete the event safely. I acknowledge that if I am aware of an existing medical condition and/or uncertain of my/his/her/their state of fitness then a medical practitioner should be consulted prior to participating.
- 1.2 I consent to receiving any medical treatment including ambulance transportation in circumstances where a coach determines as a result of a health incident during or after the service provided or event.
- 1.3 If I /my child/my student's is/are feeling unwell they will not attend any services
- 1.4 I have disclosed, provided, written, emailed or attached to my enrolment details of any medical, physical and behavioural conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed, including any allergies or injuries. I have supplied an emergency contact name and number.
- 1.5 Handball Australia Association Pty Ltd is not liable for any lost personal possessions.
- 1.6 Although Safety precautions are undertaken by coaches and organizers (such as cones, first aid, staff training, safety instructions are a service to me and other participants) it is a requirement that participants need to act responsibly and sensibly in events and any other service.
- 1.7 My service registration is not transferable to any other person or other event/service. Any attempt to transfer my entry, gain entry without enrolling or allow another person to participate under my name may result in cancellation without refund, insurance being deemed void and inability to enter further services or events.
- 1.8 You, your child/children/OSH/School are insured with Public Liability \$10,000,000 and Professional Indemnity \$1,000,000 under Handball Australia Association Pty Ltd underwriter Dual Australia Pty Ltd. I understand that insurance cover in our coaching services may not cover me for all injury, loss or damage sustained by me, my child, our students. See underwriter terms

#### 2 Your Coach

- 2.1 All adult coaches have a Valid NSW working with Children Check or QLD Blue Slip
- 2.2 Senior coaches and above have First aid. I am a student/parent/legal guardian, OSH or school and consent to staff providing appropriate first aid
- 2.3 Been trained and abide by Handball Australia Pty Ltd policies and process. Been given coaching guidelines booklet and a schedule for each event and service

#### 3 Rewards

3.1 Accept rewards such as trophies, medals, hats, balls, ice blocks, lollies or prime drinks (hydration versions, no caffeine, 1 gram sugar). Inform us if your child/OSH or school does not allow Prime. In circumstances where there maybe allergy issues or your child is not allowed food, please inform us.

### 4 Marketing

- 4.1 Add my email address and to Handball Australia Association Pty Ltd e-marketing. You can cancel and unsubscribe at any time.
- 4.2 Receive SMS's to promote/invite you to events and reminder to re-enrol to events. Opt out anytime
- 4.3 You or your child, students, school or OSH centre may be photographed, and placed on our website, social marketing associations, brochures or other marketing mediums. Please inform us before event date if you do not wish this to happen
- 4.4 Your child full name, school and competition scores can be added to our website. If you do not allow this please inform us. If you want an alias name or first name and initial Last name only please edit within your profile login or inform us

#### 5 Competitions and Tournaments

I, my son, students, school and OSH will abide by Handball Australia Association Pty Ltd competition rules, etiquette, terms and conditions, Formats, understand the rewards and will follow the sportsmanship steps process. See Competition booklet for specific descriptions

### 6 Refunds, Credits, Makeups, Cancellations or Transfers

6.1 Group lessons & Privates. Service can be refunded, credited or transferable to the following term. Cancellation must be made within 1 hours of the lesson. Transfer to another class/day/time during the term period is permitted pending vacancies. Group

- privates: If one person cancels and the other student attends, its considered a completed lesson and no makeup is given.
- 6.2 School Sport: On rainy days, hot day, away or cancelled we provide wet weather program. If cancelled and no wet weather indoor program, no refund, credit or makeup is given.
- 6.3 Refunds and/or credits will be given for person injured, excessive rain delays or excessive heat for Comps, camps, privates, weekly coaching or Birthday parties not school sport programs

### 7 Holiday Camps and excursions

- 7.1 Handball holiday camps. Brisbane, Gold Coast and some Sydney camps are indoor facilities and service is on rain, hail or shine. Sydney East provides a wet weather program at Fox Studios. Including movie theatre, amazing race challenge and play centre. Sydney North is outdoor and there are no wet weather facilities. We will cancel if too wet and SMS you 1 hour before event. If your child is away, sick or injured and have a casual booking you may cancel (1 hour notification must be given), full refund, credit, rebook/transfer another day or credited to another camp is given.
- 7.2 Give permission for me/my child/children when registered in our coaching services, camp or competitions to participate or be involved in
  - a) Shuttle bus transportation when purchased and where needed
  - b) Indoor sports facility entry
  - c) Excursions (Internet café or Timezone)
  - d) Ten pin/strike bowling
  - e) Movie excursions
  - f) Inter club, challenges and all affiliated excursions at camps throughout term coaching
  - g) Sport classes, private lessons, Christmas party or special events.

#### 8 Enrollments and Discounts

- 8.1 Enrolments: Must be made on our website. If you cannot process payment please request and invoice
- 8.2 Discounts: Only apply via payments online, with the code and by the due date. Special discounts Only applicable to that immediate family members or siblings.
- 8.3 Refer a friend discount
  - (a) Referral code will be emailed to you.
  - (b) Your friends use your code and they gets \$10. Once they enrol (you) the referrer gets a new \$10 discount code.

- (c) Unlimited sharing of referral code. The \$10 referal/discount code will be unique and can only be used 1 time. Each successful referral will lead to a \$10 discount code. So if the referrer successfully referred 10 friends, he/she will get 10 unique \$10 discount codes, total value \$100. Can be used for a single transaction. In other words referrers can't use 2 coupons in a single transaction.
- (d) New members/customers only

### 9 Extra Supervision

9.1 This must be booked on our website. If your child is away or does not need this service we must be notified..

#### 10 Behaviour

10.1 Any inappropriate and/or unlawful behaviour from students. We will follow the sportsmanship steps process. Bad behaviour from parents such as damage/vandalism of our property or facilities, abusive or offensive behaviour including but not limited to sexist and/or racist and/or bullying and/or inappropriate behaviour will result in 25 meter distancing or immediate cancellation from our services from both parents and children or students of OSH or school. Fees will not be refunded. Any repairs, clean-up costs will be charged and will be the liability of you, the parent or guardian.

## 11 Summary

- 11.1 By participating, I accept all risks necessarily flowing from my participation that could result in injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims demands and proceedings arising out of my participation and I hereby indemnify them against, all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to and include Handball Australia Association Pty Ltd event organizers and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including event medical and paramedical personnel. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.
- 11.2 By accepting and enrolling in our services. You warrant that
  - (a) You have read all terms and conditions
  - (b) all personal details provided are true and accurate;
  - (c) you have all necessary rights as a student, parent or guardian to grant the rights;
  - (d) Information is not obscene or defamatory;

- (e) You will indemnify Handball Australia Association Pty Ltd against any loss or damage resulting from any breach of these warranties.
- (f) You acknowledge that Handball Australia Association Pty Ltd is under no obligation to exercise any of the rights
- (g) I certify that I am a student/parent/legal guardian and I have read this document and understand and accept the terms and conditions it contains