



TOORAK BASKETBALL CLUB INCORPORATED

Membership Terms & Conditions

| | |
|----------------|-----------------------------|
| Approval Date | 23 rd March 2021 |
| Version | 03 |
| Review by Date | 23 rd March 2023 |

By registering as an associate member of the Toorak Basketball Club, Inc (the “Club”), the parent/guardian of the registering player (the “player”):

1. Agrees to register the player with Basketball Victoria before the player participates in any try-outs, training, games or Club activities or functions. This can be achieved by signing up the player for a PlayHQ account and paying the required fee. See: <https://basketballvictoria.com.au/registration/>;
2. In the event that the parent/guardian player has not registered the player with Basketball Victoria prior to engaging in the aforementioned activities:
3. the parent/guardian acknowledges and is aware that the player may not be covered by insurance otherwise provided by Basketball Victoria: see <https://basketballvictoria.com.au/insurance/> and **V-Insurance Basketball**;
4. the parent/guardian agrees that in the event that the player is injured or causes injury to another individual or is involved in any accident or incident which may give rise to legal liability, the parent/guardian is wholly responsible for any legal liability which may ensue as a result;
5. the parent/guardian indemnifies and agrees to hold the Club harmless against all claims whatsoever arising out of the injury, accident or incident referred to in the last preceding subparagraph.
6. Otherwise the parent/guardian gives permission for the player to train and play with the Club.
7. In the event of any illness, injury, accident or incident to the player where the parent/guardian is not able to be contacted or has not responded in a timely or fulsome way to attempts by the Club to make contact and it is considered to be in the interests of the health and safety of the player:
8. the parent/guardian authorises the Club to obtain paramedic, medical, nursing or other emergency services for the player including ambulance travel;
9. the parent/guardian is responsible in full for the payment of any expenses arising out of the provision of the aforementioned paramedic, medical, nursing or other emergency services including ambulance travel;
10. the parent/guardian will indemnify the Club in full for any expenses incurred by the Club in obtaining the aforementioned paramedic, medical, nursing or other emergency services including ambulance travel for the player.
11. Acknowledges and is aware that the player may be injured or cause injury in the course of a training session, game or when participating in Club activities or functions and the parent/guardian understands and voluntarily accepts the risk



TOORAK BASKETBALL CLUB INCORPORATED

Membership Terms & Conditions

and agrees that the Club will not be liable for any injury, loss or damage including without limitation, personal, bodily or mental injury and economic loss so caused. Should there be any claim arising out of any injury, loss or damage to the player or other individual which is not otherwise covered under the insurance provided by Basketball Victoria, the parent/guardian indemnifies and agrees to hold the Club harmless against all such claims whatsoever.

12. Understands the parent/guardian may need to be the Team Manager for the player's team and in assuming the role agrees to complete beforehand and provide the Club with a duly executed Basketball Victoria Member Protection Statutory Declaration. See [Basketball Victoria Member Protection Statutory Declaration](#).
13. If the parent/guardian is selected to be Team Manager, but is unable to perform this role, the parent/guardian agrees to find another parent who will perform the Team Manager role in their place.
14. Agrees that in the event the parent/guardian withdraws the player from the Club subsequent to registration, a cancellation fee of up to 50% will apply.
15. Consents to the use of photographs or video footage for the use on the Club's website, newsletters and publications, promotions and distribution to members. The parent/guardian understands that this consent may be withdrawn at any time upon written notice to the Club's Secretary.
16. Agrees that the player and the player's family will adhere to the Club's published policies, which are published on the Club's website.