



## **Netball Queensland - Participant Terms & Condition**

### **1. TERMS AND CONDITIONS**

Click to view the [Privacy Statement](#) and [Terms of Use](#) which cover the use of all Netball Queensland Online Systems and Netball Australia's privacy policy which Netball Queensland has adopted.

Further, by proceeding and completing this sign-up form you are agreeing to be bound by the Policies, Procedures and Membership Terms and Conditions of Netball Queensland.

These Terms and Conditions may be amended from time to time by Netball Queensland.

### **2. CANCELLATION, REFUNDS AND TERMINATION**

A registered individual member who has participated in any Association/Club (**Affiliates**) training, non-competitive or competitive netball matches or netball activities that falls within an Association &/or Netball Queensland's jurisdiction is not entitled to a refund of the Netball Queensland capitation fee.

Netball Queensland or its Affiliates may change or terminate Netball or any part of Netball at any time, including (but not limited to) for health and safety reasons or if directed to do so by a government authority. If this occurs, Netball Queensland is not required to provide a refund.

Netball Queensland may terminate your participation in Netball at any time if it is reasonable and necessary to do so, including if there is any breach of the Code of Conduct and Integrity.

### **3. PHOTOGRAPHS AND VIDEOS**

You consent to Netball Queensland or its Affiliates filming/photographing you or your child's participation (Images) and using/authorising the use of the Images in any manner we consider appropriate (including marketing, publicity, promotional, preservation, educational and commercial purposes) and you grant a licence to use such Content in accordance with the Netball Australia Terms of Use. To withdraw your consent please email [netballconnect@netballq.org.au](mailto:netballconnect@netballq.org.au)

### **4. TERMS AND CONDITIONS FOR UNDER 18**

(a) You are the parent or legal guardian of the child or dependant being registered to participate in a Netball Queensland program.

(b) You provide permission for your child or dependant to participate in Netball on the Terms and Conditions set out in this document.

### **5. SAFETY OF CHILDREN AND YOUNG PEOPLE**

Netball Queensland is committed to promoting the safety of children and young people participating in Netball. Netball Queensland works with Clubs and Associations to establish and maintain a child safe and child friendly environment for Netball. This includes taking all necessary measures to ensure the safety of children involved in Netball.

You can find Netball Australia's Child Safety Policy which Netball Queensland has adopted and related documentation on its website (<https://netball.com.au/>). If you witness or have a concern regarding child abuse, you must report this in accordance with Netball Australia's Child Safety Reporting Procedure or to the Netball Centre personnel. If you believe the child is in immediate danger, please call the police on (000).

## **6. REGISTRATION**

- (a) In order to register you, your child or dependant for Netball, you must complete the Netball registration form and pay the fee specified in the form.
- (b) You warrant that you, your child or dependant is the age in which you declare when they participate in Netball and you agree to provide evidence of age if Netball Queensland requests it.
- (c) Netball Queensland will not process any registration that is uncomplete, unclear, or is not accompanied by the relevant fee.

## **7. COMPLIANCE WITH OUR POLICIES AND PROCEDURES**

(a) You agree to comply with, and ensure that you and/or your child or dependant complies with policies and procedures on the Netball Queensland and Netball Australia websites and as notified to you (including Netball Australia and Netball Queensland Child Safety Policy, Social Media Policy, Codes of Conduct and COVID-safe protocols), as well as any lawful and reasonable directions given to you by Netball Queensland representatives and Netball Centre personnel in relation to Netball.

## **8. LIMITATION OF LIABILITY**

- (a) You understand that Netball is a limited contact sport and that there are inherent risks associated with participation in Netball, which may result in personal injury (even of a serious nature) to a Participant and that you fully accept and agree to bear those risks.
- (b) You agree not to bring any claim or proceeding against Netball Queensland for any damage, loss or injury whatsoever that you or a Participant may suffer from participation in Netball.
- (c) Netball Queensland's liability to you is limited (at Netball Queensland's election) to Netball Queensland repaying any amounts paid by you under these Terms and Conditions to Netball Queensland or supplying or resupplying any Netball services to which you are entitled in accordance with these Terms and Conditions.
- (d) You authorise Netball Queensland or its Affiliates personnel, in the event of any injury or illness, to obtain on you or your child's behalf and at your expense, any medical assistance, treatment and transportation as deemed necessary.

(e) You understand that participants are entitled to certain insurance benefits in connection with Netball. You understand that this insurance covers participants only and does not cover parents, guardians or other people attending any activities that form part of Netball. You accept that the level of cover provided to Participants is the level chosen by Netball Australia, is not intended to be comprehensive cover and does not include cover for expenses claimable from Medicare or the Medicare "Gap", which cannot be insured through personal injury insurance. These items may be claimable through private health insurance and it is recommended that you investigate your personal insurance needs and consider the benefits of obtaining relevant insurance, for example private health insurance and ambulance cover, etc. Questions about insurance benefits in connection with Netball should be directed to Netball Queensland.

(f) You acknowledge that there is an unquantifiable risk of transmission of viral illness including COVID-19 associated with participation in Netball and you have considered that risk and your and the Participant's personal circumstances, including any vulnerability that the Participant may have or that of persons whom the Participant will be in close contact with following participation in Netball. You acknowledge that COVID-19 may have very serious health consequences that by the Participant participating in Netball you acknowledge and accept these risks.