

## CONDITIONS OF ENTRY

By entering this venue, all persons agree to be bound by the following terms and conditions

1. All persons must conduct themselves in a proper and reasonable manner and in accordance with:
  - a. HBA's policies, including the Disciplinary policy which is available on the HBA's website at <http://www.hawthornbasketball.com.au/about-us/policies-and-procedures/>
  - b. Basketball Victoria's Member Protection Policy and Codes of Conduct, a copy of which is available from Basketball Victoria, the association or from Basketball Victoria's internet site, [www.basketballvictoria.com.au](http://www.basketballvictoria.com.au).
2. By entering, all persons agree to be bound by:
  - a. the HBA constitution which is available at <http://www.hawthornbasketball.com.au/about-us/policies-and-procedures/>; and
  - b. Basketball Victoria's constitution, rules and by-laws
3. All persons agree that if they breach any of the above policies and/or rules they may be subject to HBA and/or Basketball Victoria's disciplinary procedures
4. Participants acknowledge that they will be exposed to certain risks when playing the sport of basketball, including but not limited to physical injury, and all participants accept those risks.
5. Entrants authorise HBA to obtain medical assistance, treatment and transport as deemed reasonably necessary by HBA and acknowledge that they will be responsible for any costs associated with any such medical treatment and/or transportation.
6. Persons entering agree to comply with any reasonable direction of any stadium supervisor and/or official connected with basketball.
7. The right to remove any person from the facility is reserved if the person's behaviour is considered dangerous or unacceptable. Derogative comments, abusive language and inappropriate or disruptive behaviour will not be tolerated.
8. Persons under the influence of alcohol or drugs are prohibited from entering or remaining on the premises. Smoking is prohibited in the venue.
9. Entrants are responsible for their own property at all times. HBA does not accept any responsibility for any property that is stolen, lost or damaged in the venue (including the change rooms).
10. HBA will not be liable for any injury, loss or damage suffered by any person entering this venue (including liability for any injury, loss or damage caused by the negligence of HBA). To the extent permitted by law, entrants agree to release, indemnify and hold harmless HBA and its employees and officers from and against any and all losses, liabilities, expenses, claims, demands, and damages whatsoever and howsoever arising resulting from or in connection with the entrant's use of this facility.
11. **WARNING:** If the entrant participates in activities at this venue, the entrant's right to sue HBA under the Australian Consumer Law and Fair Trading Act 2012 (Act) if the entrant is killed or injured because the activities at this venue were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign. **NOTE:** The change to the Entrant's rights, as set out in or on this sign does not apply if the Entrant dies or is injured due to gross negligence on HBA's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Act.