



**SYDNEY KINGS
GAME DAY PARTICIPANT TERMS & CONDITIONS**

Game Day Participant – Terms and Conditions

By completing this form to be involved during the Sydney Kings Game Day events, you, as the parent or guardian and the participant agree to the terms and conditions outlined below. 'You' and 'I' refer to the participant involved on Game Day and or the parent or guardian of the participant if the participant is under the age of 18 years old.

Stakeholders

For good and valuable consideration, receipt of which is hereby acknowledged, you hereby release and hold harmless Sydney Kings Basketball Club (the "Team"), the venue, the National Basketball League, and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (the "Parties") and their respective licensees, sponsors, and designees from and against any and all claims, causes of action, or demands relating to or arising out of my attendance at and/or participation in any Game Day(s) activity, clinic(s), workout(s), basketball game(s) or scrimmage(s), contest(s), promotional activity(ies) or other event(s) run by the Team (the "Event"), and further agree to indemnify the Parties for (i) any claims, damages or causes of action relating to or arising out of the Event or (ii) any breach of any representation or warranty contained herein.

Privacy

By registering to be involved during Game Day, you agree to be added to the Sydney Kings electronic database and receive information relating to the Club including products, services and future activities or events. The Club may also share or disclose your personal information to third parties for purposes reasonably expected relating to the operation of Game Day or otherwise required by law.

The Club further collects your personal information (including any relevant health information you provide when you register or that we may collect during the event) to:

- Process your registration;
- Organise, promote, operate and facilitate your safe participation;
- Compile and maintain records and a database of participants; and,
- Comply with the Club's legal obligations and exercise its rights in running the Game Day activity.

The personal information the Club collects will be handled in accordance with its Privacy Policy which may be viewed at sydneykings.com. The Privacy Policy also explains how to contact us, how to request access to and correct the personal information we hold, how to make a privacy complaint, how we deal with such complaints and how to opt out of receiving emails from the Club. and in accordance with the Privacy Act 1988 (Cth).

Young participants

If a participant is under the age of 18, the Club will not without the consent of a parent or legal guardian, accept your registration and participation during Game Day or knowingly collect your personal information. When Your personal information is collected, your parent or legal guardian must:

- be authorised to provide your personal information including required health information;
- inform the participant of this Privacy Notice and our Privacy Policy; and
- make the participant aware that they may contact the Club if they do not wish to share their personal information with the Club.

If you do not provide all the personal information we request or you do not consent to the Club collecting or using the information as described above, the Club may at its sole discretion refuse your participation for Game Day events.

Participation

To register to participate for any Game Day event, you must register online at the Club website. The first enrolments received will be given priority enrolment for their preferred Game Day activity/event.

Medical

You hereby certify, warrant, represent, agree and covenant that you (A) are free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any other circumstance, including but not limited to those activities associated with the event, (i) impair, prevent or prohibit me from engaging in the event or (ii) be affected, aggravated or worsened in any way as a result, directly or indirectly, or my involvement in the event, (B) am of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair my ability to enter into this event general release form and acknowledgement agreement (the "agreement"), (C) am entering into this agreement by my own free will, act and deed, without any undue influence from the parties or any other party and (D) am deriving a material benefit from participating in the event.

You recognise that a basketball can be an activity with a risk of personal injury and confirm that you are aware of and accept such risk and will be responsible for your own actions and involvement in this activity;

You expressly assume all risk of injury (including, without limitation, permanent disability and death) relating to or arising out of the event, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

You agree to indemnify and release to extent permitted by law, the Club (its directors, agents, officers, related parties, employees, contractors and assigns) and/or any medical staff provided by the Club from any and all loss, injury, damage or theft of property, suffered as a result of my participation at the Game Day activity.

You consent for the person in charge at the Game Day activity to seek any medical attention for you if required. If an ambulance is required to be called for you by the Club, the cost of the ambulance and any resulting medical treatment will be at your expense.

Media

You grant full permission to the team (and their respective parties), by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, and to license others to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use, for any purpose (including, without limitation, for advertising, sales, promotional and/or any other commercial purposes), in any manner, without further notification, authorisation or compensation to me or anyone on my behalf, name, nickname, voice, biographical information, photograph, and/or other likeness, and any photographs, videotapes, motion pictures, recordings, or other record of the event (or any part or parts of my participation in the event) in any and all media, whether now known or hereafter developed, worldwide and in perpetuity, and you represent and warrant that no further permission is required for the team to use the event as provided herein.

Should you not wish any of your images or likeness to be used, please notify the Club in writing via email at: membership@sydneykings.com.au or via post at: PO Box 375, Sydney Markets, 2129 NSW.

Variation and Assignment

You agree that these terms and conditions can only be varied by the Club.

Governing Law

These terms and conditions will be governed by the laws of the State of New South Wales.

Declaration

For good and valuable consideration, receipt of which is hereby acknowledged, you hereby release and hold harmless Sydney Kings Basketball Club (the "Team"), the venue, the National Basketball League, and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (the "Parties") and their respective licensees, sponsors, and designees from and against any and all claims, causes of action, or demands relating to or arising out of my attendance at and/or participation in any Game Day(s) activity, clinic(s), workout(s), basketball game(s) or scrimmage(s), contest(s), promotional activity(ies) or other event(s) run by the Team (the "Event"), and further agree to indemnify the Parties for (i) any claims, damages or causes of action relating to or arising out of the Event or (ii) any breach of any representation or warranty contained herein.

By agreeing to these terms and conditions, you (A) acknowledge that you have read and understand the provisions set forth in this agreement and voluntarily consent to and accept the terms set, (B) have full authority to execute this agreement and do so with full knowledge of the facts and circumstances surrounding the event and the rights that you are granting, (C) expressly agree that if any portion of this agreement is held invalid or unenforceable, the balance shall nonetheless continue in full legal force and effect and (D) acknowledge that the parties shall not be obligated to me for any medical expenses or damages.