

OM BASKETBALL – TERMS & CONDITIONS, WAIVER & PARTICIPANT AGREEMENT

Last updated: 5 April 2026

This website (www.ombasketball.com) and all associated services are owned and operated by OM Basketball (Orhan Memedovski).

These Terms & Conditions apply to all participants, parents/guardians, and users. By registering, booking, paying for, or participating in any OM Basketball session, program, camp, or event, you acknowledge and agree to the following:

1. Participation & Assumption of Risk- Basketball is a physical and contact sport involving inherent risks, including but not limited to injury, illness, or accident.

By enrolling in OM Basketball activities, you:

- Acknowledge and accept all risks associated with participation
- Voluntarily agree to participate (or allow your child to participate)
- Accept responsibility for any injury or harm that may occur

2. Recreational Services Acknowledgement (Australia) Participants acknowledge that OM Basketball provides recreational services under applicable Australian Consumer Law and Civil Liability legislation.

To the extent permitted by law, you agree that liability for injury or harm may be excluded, restricted, or modified.

3. Medical Responsibility & Emergency Consent Parents/guardians:

- Confirm all relevant medical conditions, injuries, allergies, or additional needs have been disclosed prior to participation
- Confirm the participant is physically fit to participate

If a medical emergency occurs and a parent/guardian cannot be contacted, you authorise OM Basketball to:

- Seek medical treatment
- Contact emergency services if required

4. Limitation of Liability & Release To the fullest extent permitted by law:

OM Basketball, its coaches, staff, and representatives are not liable for any injury, loss, damage, or expense arising from participation in any activity, except where caused by proven negligence.

You agree:

- Not to make claims or take legal action for injuries or losses sustained during participation
- That participation is undertaken at your own risk

5. Insurance OM Basketball holds current Public Liability Insurance in accordance with Australian requirements.

Participants are responsible for their own:

- Personal accident insurance
- Health/medical coverage

6. Supervision Responsibility OM Basketball provides supervision only during scheduled session times.

Parents/guardians are responsible for:

- Participants before sessions begin
- Prompt collection after sessions conclude

7. Personal Property OM Basketball is not responsible for:

- Lost
- Stolen
- Damaged personal belongings

Participants are encouraged not to bring valuables.

8. Code of Conduct All participants must:

- Behave respectfully and safely
- Follow coach instructions
- Support a positive training environment

OM Basketball reserves the right to:

- Remove any participant for unsafe, disruptive, or inappropriate behaviour

No refunds will be provided in these circumstances.

9. Session Changes, Cancellations & Make-Ups Sessions may be:

- Cancelled
- Rescheduled
- Relocated

Due to weather, venue issues, illness, or unforeseen circumstances.
Where possible, notice will be provided.

Make-up sessions or credits:

- May be offered
- Are not guaranteed
- Are at the sole discretion of OM Basketball

10. Payments & Refund Policy

- All programs and sessions must be paid in full in advance
- All payments are non-refundable

Missed sessions due to:

- Illness
- Injury
- Holidays
- Personal reasons

Are not refundable or transferable

Late arrivals:

- Do not entitle participants to additional time

All prices:

- Are listed in AUD
- May be updated at any time

11. Program Structure & Participant Placement OM Basketball reserves the right to:

- Group participants appropriately

- Adjust session structure, format, and group sizes
- Decline or remove participants where necessary

This ensures safety, development, and program quality.

12. Media Consent By registering, you consent to the use of:

- Photos
- Videos
- Content

For promotional purposes, including:

- Social media
- Website
- Marketing materials

If you do not consent, written notice must be provided prior to participation.

13. Intellectual Property All content, including:

- Training materials
- Videos
- Branding
- Website content

Is the property of OM Basketball and may not be:

- Reproduced
- Distributed
- Used

Without prior written permission.

14. Child Safety OM Basketball operates in accordance with child safety standards.

The owner:

- Holds a valid Queensland Blue Card
- Has completed relevant background checks
- Is a qualified and registered teacher

15. Changes to Terms OM Basketball reserves the right to update or modify these Terms & Conditions at any time.

Continued participation constitutes acceptance of updated terms.

16. Governing Law These Terms & Conditions are governed by the laws of Queensland, Australia.

17. Contact For enquiries:

info@ombasketball.com

AGREEMENT By registering, booking, or participating in OM Basketball programs, you confirm that:

- You have read and understood these Terms & Conditions
- You agree to the Waiver, Liability Release, and Media Consent
- You accept all conditions outlined above