

Athlete Team Agreement

Date: 20th November 2021

SKI RACING VICTORIA INC

and

SURNAME:

GIVEN NAME(S):

Lander & Rogers

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Agreement

Date:

PARTIES

SKI RACING VICTORIA of PO Box 377, Moama NSW ("**SRV**") and

Surname:

Given Name(s):

Address:

Contact Telephone:

Email address:

Date of birth:

Gender: ☐ Male ☐ Female

("Athlete" or "I")

RECITALS

- A. SRV is sending a team to represent Victoria at the Trans-Tasman Competition to be held in New Zealand on Saturday 9th April to Sunday 10th April 2022 TBC (**Event**).
- B. This Agreement sets out the rights and obligations of the Athlete participating as a member of the Victorian team for the Event (**Team**).

AGREEMENT

1. ATHLETE'S ACKNOWLEDGEMENT I

acknowledge and agree that:

- (a) SRV is the state governing body for ski racing in Victoria and is recognised as such by the national governing body for ski racing in Australia, which in turn and is recognised by the Australian Waterski and Wakeboard Federation and the International Water Ski Federation.
- (b) This Agreement has priority over any other Agreement that I may have with any other sporting body, sponsor, or any other person or organisation.

- (c) SRV is exclusively entitled to determine my eligibility to be, and continue to be, a member of the Team.
- (d) My eligibility for continued membership of the Team is at the discretion of SRV, and is conditional upon me entering into this Agreement and strictly observing its terms and conditions.
- (e) I have read and understood this Agreement, including the risks of travel and participation in the Event as provided in **clause 5 and agree to participate in the Event as a member of the Team subject always to the terms and conditions set out in this Agreement.**

2. TERM

This Agreement will commence from the date of signing and subject to **clause 9, will continue until the completion of the Event on Sunday 10th April 2022 TBC (Term).**

3. ATHLETE'S UNDERTAKINGS &

WARRANTIES I undertake and agree that I:

- (a) will be subject to, and comply with, all reasonable control, management and direction given by the Team Manager(s) and any other person authorised by the Team Manager or Head Coach during the Term of this Agreement.
- (b) will undertake and maintain any vaccinations as directed and recommended by my doctor or travel clinic (and having regard to the location of the Event) and/or as directed by SRV.
- (c) will conduct myself in a proper manner to the absolute satisfaction of SRV so as not to bring myself, SRV (including its agents or employees), the sport of ski racing, SRV's sponsors or the Team into disrepute or censure. If I do not conduct myself in a proper manner, I acknowledge that this Agreement may be terminated by SRV, and I will automatically be excluded from the Event and all Team Activities.
- (d) will advise SRV if at any time during the Term of this Agreement I am charged with or convicted of any serious offence which is punishable by imprisonment even if a term of imprisonment (suspended or not) is not imposed.
- (e) will not make, issue, authorise or offer any public criticism or statement or endorse any public criticism or statement, which does or may reasonably be expected to have a prejudicial effect on the interests of SRV (including its agents or employees), SRV's sponsors, the Team or any of its members, or any SRV event.
- (f) will, at my own cost, travel to and depart from the Event and Team Activities upon the date and in the manner determined by SRV, or as directed by the Team Manager.
- (g) Will, at my own cost, live in the accommodation nominated by SRV for the whole period of the Event and/or any Team Activity as determined by the Team Manager and/or Head Coach.
- (h) will ensure that my health and fitness are at the optimum to enable me to train and compete for the Team at the Event to the best of my ability.

- (i) will disclose immediately to the Team Manager, any illness and/or injury that may prejudice my training, or participation in the Event and/or Team Activities. If the Team Manager and/or Head Coach is of the opinion that I am unable to perform at the Event due to injury, illness or any other incapacity, I acknowledge that this Agreement may be terminated by SRV and I will automatically be withdrawn from performing at the Event.
- (j) will wear the official Team uniform, clothing, and training apparel as provided, prescribed or approved by SRV on all occasions as directed by the Team Manager.
- (k) will maintain a neat and presentable personal appearance at all times whilst a member of the Team. In particular, but without limiting this sub-clause, I agree that hairstyles, clothing and other elements of personal presentation must be suitable for a member of the Team representing Australia at the Event.
- (l) will comply with and be subject to the SRV Constitution and all by-laws and policies including, but not limited to, the following:
 - (i) SRA Illicit Drug Policy;
 - (ii) Anti-Doping Policy;
 - (iii) Member Protection Policy;
 - (iv) Grievance By-Law.
- (m) will cooperate with SRV in the provision of interviews, photographs and television performances as reasonably requested by SRV.
- (n) will:
 - (i) not permit my name or image to be used in connection with the operation, promotion or marketing of any betting or gambling agency;
 - (ii) not participate, assist or arrange the participation or assistance of others in any gambling or betting activities in relation to the Event; and
 - (iii) inform SRV immediately if I become aware of any unauthorised use of my name or image in connection with the operation promotion or marketing of any gambling or betting activities and in that case, I agree that SRV may, in its complete discretion, determine what, if any, action to take in relation to such unauthorised use of my name or image.
- (o) will not accept any personal financial reward or other material benefit from a third party (**Sponsor**) which is related to, or directly or indirectly connected to, my participation in ski racing unless:
 - (i) I have provided SRV with full details of my obligations to the Sponsor; and
 - (ii) SRV has provided prior approval of such arrangement in writing.

4. ALCOHOL & DRUG MISUSE

- (a) I agree not to take or use drugs, stimulants or any other substance or participate in any other practices or conduct prohibited by the SRA Illicit Drug Policy, SRA Anti-Doping Policy, WADA and/or the Australian Sports Anti-Doping Authority Act of 2006 (referred to in this Agreement as a Prohibited Practice).
- (b) I agree that if required by a Testing Authority I will undergo a test or provide a sample which may be analysed to determine whether or not I have taken or used drugs or stimulants or participated in any other practices prohibited by the SRA, WADA or ASADA.
- (c) If I engage in a Prohibited Practice, I acknowledge I shall be in breach of this Agreement and may be subject to immediate dismissal from the Team and to such further sanction as prescribed by the SRA Anti-Doping Policy or SRA Illicit Drugs Policy.
- (d) Drinking of alcohol is prohibited for all Athletes under the age of 18 years at all times.
- (e) I understand my role as a member of the Team and will conduct myself, at all times, in a manner suitable to that of a member of the Team representing Australia at the Event. Any failure to be able to perform required duties due to excess alcohol consumption or drug use will be dealt with in accordance with **clause 9**.

5. RISKS OF TRAVEL, MEDICAL AND INSURANCE

- (a) I understand that there are risks involved in travelling to the Event. I understand that if I suffer any injury or illness, the Team Manager SRV may provide evacuation, first aid and/or medical treatment at my expense and that your acceptance of the terms and conditions of this Agreement constitutes my consent to such evacuation, first aid and/or medical treatment.
- (b) I understand that if at any time SRV may (in its sole and absolute discretion) and having regard to the safety of the Team:
 - (i) withdraw the Team from participating in the Event; and/or
 - (ii) terminate this Agreement;and any costs I have incurred or have been incurred on my behalf will be my responsibility.
- (c) I understand that it is my responsibility to purchase any necessary travel and medical insurance as well as required immigration documentation and, should there be incidental costs for any illness, accident or unforeseen circumstance which may occur during the term of this Agreement, I will be responsible for bearing those costs. I declare that I have made adequate provision to protect myself with all necessary insurance coverage for my travel to and participation in the Event.

6. MEDIA

Subject to **clause 3(e)**, I may discuss my performance with the media and make public comment in relation to the Event or Team Activities (including on social media such as Facebook or Twitter) but shall not under any circumstances comment adversely on the performance of any Athlete, whether Australian or not, or the general conduct of the Team or make any comment in relation to the policies, Team Manager or discipline of the Team or of SRV.

7. RECORDINGS

- (a) I acknowledge that as a member of the Team, I may participate in activities which have both international and historic significance and I agree to be filmed, televised, photographed or otherwise recorded during Team Activities and the Event, under the conditions and for the purposes now or hereafter authorised by SRV.
- (b) I acknowledge that:
 - (i) SRV owns, or has the right to use, all rights in copyright, trade marks, trade names, logos, design images (including photographs, video, film and other recordings) or service marks (together Intellectual Property) relating to the Team, the Athlete and my performances in the Event and Team Activities or as a member of the Team;
 - (ii) any rights which I may have in respect of the Intellectual Property is hereby assigned to SRV; and
 - (iii) SRV may utilise the Intellectual Property for such purposes as SRV in its absolute discretion shall think fit, (including commercial purposes) whether during or after the Term.

8. AUTHORISATION

- (a) I consent to and authorise any medical practitioner, sports scientist or therapist whom I have consulted during the twelve months prior to becoming a member of the Team, to provide details to SRV if and when required by SRV of any illness, injury, pre-existing medical condition or disease, which I have or may have and all drugs or medications prescribed for me by such person. To facilitate such consent I have in addition to this Agreement signed the consent form attached to this Agreement as '**schedule 1**'.
- (b) I understand that the information referred to in **clause 8(a)** is to be **utilised by SRV primarily for the purposes of determining my medical fitness to participate in the Event.**

9. BREACH OF AGREEMENT

- (a) I acknowledge and agree that if I breach this Agreement I will be liable to all or any of the following sanctions at the discretion of SRV:
 - (i) termination of this Agreement immediately;
 - (ii) exclusion from the Event and Team Activities;

- (iii) return to my place of residence if so instructed by the Team Manager and/or Head Coach with any associated additional costs at my expense;
 - (iv) to appear before a Disciplinary Tribunal established by SRV for the purposes of determining further action.
- (b) Notwithstanding any action taken under **clause 9(a)**, my obligations under this Agreement will continue to be of full force and effect until the conclusion of the Term.

10. AGREEMENT NOT TO SUE

- (a) In this clause "SRV" means:
- (i) SRV, its board of directors, members, employees, officers and managers;
 - (ii) Team Manager, medical practitioners, sports scientists, therapists and other officials of the Team;
 - (iii) any independent contractor from time to time employed by SRV; and
 - (iv) any voluntary worker carrying out honorary or unpaid duties for SRV.
- (b) I recognise that SRV is vital to the ongoing activities of the Team, future teams and the sport of ski racing in Victoria. Therefore I agree that SRV and all Team sponsors will not be under any liability to me for any loss, damage or injury of any kind arising from or in connection with, directly or indirectly, any act, omission or fault of any person (including SRV and any sponsor) in respect of:
- (i) this Agreement;
 - (ii) my participation or non-participation in the Event or any Team Activity or arising from my membership of the Team;
 - (iii) any disciplinary action taken against me or involving me by SRV,
- and I agree to release SRV and any sponsors from any actions, suits, proceedings, claims or demands that I may have in respect of any such loss, damage, illness or injury.
- (c) I agree to indemnify SRV and any Team sponsors and will at all times keep SRV and any sponsors indemnified from and against any actions, suits, causes of action, proceedings, claims and damages (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by me) which may be taken or made against SRV, or any sponsor or incurred or become payable by SRV or any sponsor.
- (d) I agree and acknowledge that SRV shall not be, or be deemed to be, liable whether in contract, in tort or under any statute for any loss, damage or injury of any kind arising from or in connection with, directly or indirectly, any act, omission or fault of any person (including SRV and any sponsor).

11. OTHER CONSIDERATIONS

- (a) This Agreement shall be governed by the laws of Victoria and the parties shall submit to the jurisdiction of the Courts of Victoria and courts able to hear appeals from the Courts of Victoria.
- (b) I declare that by signing this Agreement I have read and understood the terms of this Agreement.
- (c) I acknowledge and agree that the duration, extent and application of the restraints imposed upon me by the provisions of this Agreement are reasonable and necessary for the protection of the interests of SRV. If any such restriction is determined to be void or unenforceable then such clause or clauses shall insofar as it is possible be read down to the extent required to make them valid and enforceable and without affecting the validity of the remainder of this Agreement.
- (d) Subject to **clause 11(e), if any dispute arises concerning the construction of this Agreement or any matter arising from it (other than relating to a matter to be considered by the SRV Disciplinary Tribunal) before any proceedings may be brought in any Court, the dispute must first be dealt with in accordance with the provisions of the SRV Grievance procedure in force at the time at which notice of the dispute is first given by the party raising the dispute. To the extent required, I agree that the SRV Grievance procedure applies to me and to any dispute arising under this Agreement which is covered by this clause 11(d).**
- (e) For the avoidance of doubt, if a dispute arises as to whether I have breached this Agreement, I agree that such dispute must be dealt by the SRV Disciplinary Tribunal in force at the time such dispute arises. To the extent required I agree that the SRV Disciplinary Tribunal has jurisdiction to consider any such dispute.
- (f) This Agreement constitutes the entire agreement between the parties. No agreement or understanding varying the terms of this Agreement shall be binding on either party unless in writing and duly executed by or on behalf of the parties to this Agreement.

12. MINORS

- (a) If I am under 18 I agree that membership of the Team is conditional on my Guardian signing the acknowledgement and parent/legal guardian declaration contained in the execution clause of this Agreement.
- (b) My Guardian acknowledges and agrees with the terms and conditions in this Agreement, confirms the warranties given and acknowledgments made by me in this Agreement, and shall ensure as far as he/she is able that I shall carry out my obligations under this Agreement.

13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

The following words and phrases shall have the following meanings unless the context requires otherwise:

Agreement means this agreement and the schedule and annexures to this agreement.

ASADA means the Australian Anti-Doping Authority set up pursuant to the *Australian Anti-Doping Authority Act (Cth) 2006*.

Athlete means the person named as a party to the Agreement.

Chief Executive Officer means the person designated as such by SRV.

Guardian means parent or legal guardian or such other adult person who is legally responsible for the welfare of an Athlete under the age of 18 and if more than one then all such persons are included.

Head Coach means the person designated as such by SRV

I means the person named as a party to this Agreement

SRA means Ski Racing Australia Inc.

SRV means Ski Racing Victoria Inc.

SRV Event means any SRV event other than the Event and Team Activities.

Team means those persons or athletes named by SRV to represent Australia in the Event including coaches and officials selected by SRV.

Team Activity means any Team training camp or other training session for the Team or any two or more of its members, any official Team function, any other function or event designated as a Team activity by SRV.

Team Manager means the person designated as such by SRV.

Testing Authority means any body or organisation authorised by SRV or the controlling body of a SRV Event to conduct anti doping testing including but not limited to WADA, ASADA and a licensed overseas anti-doping testing organisation.

WADA means the World Anti-Doping Agency being a Foundation constituted under the Swiss Civil Code in Lausanne on November 10, 1999 and any agency contracted by it.

13.2 Interpretation

In this Agreement, including the Introduction unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) other grammatical forms of defined words or phrases have corresponding meanings;
- (d) a reference to a clause, part of a clause, schedule or annexure is a reference to that clause, part of a clause, schedule or annexure of or to this Agreement and a reference to this Agreement includes its schedules and any annexures;

- ## EXECUTION

Signature _____

Signature of witness

Name of witness (please print)

SIGNED by _____)
 _____)

Signature

Signature of witness

Name of witness (please print)

PARENT/LEGAL GUARDIAN DECLARATION

I,
(given name) (surname)

of.....
(address)

.....Postcode

being the parent/guardian of _____

hereby acknowledge that:

1. the Athlete is under the age of 18 at the time of signing the Agreement;
2. I/we have read and understood the Agreement and have fully explained to the Athlete the terms and effect of the Agreement;
3. the Athlete has read the Agreement and together with my/our explanation the Athlete has, to the best of my/our belief, understood the terms and effect of the Agreement;
4. the Athlete's membership of the Team may be terminated or there may be other sanctions imposed by SRV if there is a breach of the Agreement.
5. I/we have read and fully agree to the rights and obligations of my/our son/daughter as the "Athlete" as set out in this agreement for his/her participation in the Team.

.....

Signed (Parent/Guardian)

Date:

SCHEDULE 1 - MEDICAL AUTHORITY

Introduction

It is understood and agreed that to fully assess the implications of an injury or illness on training and performance capacity, it is essential that an athlete's Coach have access to all relevant information, particularly medical information. For example it may be necessary to modify training and/or to plan rehabilitation/recovery programs and revise workload and intensity expectations.

For this reason it is necessary for Medical Staff to have frequent and detailed discussion with Coaches. Such discussion may involve confidential information relating to the athlete's medical records.

Accordingly the Athlete or the parent/guardian of the Athlete authorises the release of such information and records to the Coach and to any other SRV personnel who, in the reasonable opinion of the Coach, need to be aware of such information and records.

Authority

Athlete:

I, (Athlete)

agree that any Medical Practitioner or Medical Staff, who are treating, or who have treated me, may disclose medical records and information relating to such treatment to the Head Coach, Personal Coach or SRV, where required.

..... (Athlete)

Date

Parent/Guardian

I (Parent/Guardian)
of (Athlete)

agree that any Medical Practitioner or Medical Staff, who are treating, or who have treated my daughter/son..... may disclose medical records and information relating to such treatment to the Head Coach, Personal Coach or Ski Racing Australia, where required.

.....

Signed (Parent/Guardian)

Signed (Parent/Guardian)

.....

Date

Date