



# SURF SPORTS ATHLETE AGREEMENT

## PRIVACY

The personal details are being collected by Surf Life Saving Sydney for the purpose of selection of athletes to compete for Surf Life Saving Sydney. The personal information will be disclosed to the selection panel for the purpose of selection. You have the right to access the information held about you by Surf Life Saving Sydney.

## BACKGROUND

This document sets out the terms and conditions that relate to membership of any Surf Life Saving Sydney Team/Squad and/or Representative Team. Once you have accepted membership of these Team/Squads or teams the Terms of the Agreement will be in force and you will be bound by those terms and conditions. If you have any doubts or queries regarding the content of this agreement you should contact Surf Life Saving Sydney, alternatively you may also seek independent advice.

## 1. Definitions

**Agreement** means this Agreement and any other document or materials referred to in the agreement and incorporated by reference.

**Athlete** means a member of any Surf Life Saving Sydney Team/Squad and/or Representative Team.

**Coach** means the person selected by Surf Life Saving Sydney to control and otherwise manage the Team.

**SLSA** means Surf Life Saving Australia Limited.

**SLNSW** means Surf Life Saving NSW

**SLSSYD** means Surf Life Saving Sydney.

**Team/Squad** means any Surf Life Saving Sydney Team/Squad..

**Team** means any Surf Lifesaving Sydney Representative Team.

**Team Manager** means the person appointed to control, direct and manage the Team.

**Period of the Agreement** means the period of time stated in **clause 3**.

## 2. Precedence over other Agreements and Instructions

I acknowledge that this agreement shall have precedence over any agreement I have with, or instructions I may receive from, any other person or parties including, any sponsor of my club, or any employer, manager, agent, consultant, adviser, coach or supplier of mine.

## 3. Period of Agreement

### 3.1 Team/Squad

I agree that this Agreement starts on the date in which my membership of the Team/Squad is advised to me by SLSSYD and ends on the agreed completion date of each program/event.

### **3.2 Team**

I agree that this Agreement and my obligations included in it are constant and apply from the date on which my membership of the Team/Team/Squad is advised to me by SLSSYD until the earlier of:

- (a) the date on which I return directly to my usual place of residence after the completion of the competition in which the team is competing; or
- (b) the date on which I commence travel or undertake other commitments not directly related to my role in the Team; or
- (c) upon this Agreement being terminated under **clause 13**.

## **4. Athletes' Obligations**

### **4.1 Team/Squad**

As a selected member of the Team/Squad I undertake and agree to:

- (a) remain a proficient bronze medal or relevant age awardee and a financial member of the association
- (b) obey all reasonable directions given by Team/Squad management and any person appointed to implement those directions;
- (c) attend and participate in, to the best of my ability, all Team/Squad training sessions, camps, testing and Team/Squad meetings. Application for consideration of non-attendance at any camp and/or organised activity must be provided in writing and sent to SLSSYD prior to the starting date of the camp or organised activity;
- (d) not enter into any contract, arrangement, or understanding that would prevent me from complying with this Agreement;
- (e) retain a high level of fitness;
- (f) acknowledge that a failure to achieve a level of physical fitness necessary to compete in any national or international event may result in suspension of the benefits that would otherwise have been provided under **clause 5** of this Agreement;
- (g) read and comply with the Anti-Doping Policy of SLSA;
- (h) read and comply with the SLSSYD Code of Conduct set out in **clause 14**
- (i) read and comply with all SLSSYD, SLSNSW and SLSA rules, regulations and policies
- (j) not consume alcohol whilst travelling as a member of the Team/Squad to and from Team/Squad activities and whilst in attendance at those activities other than with the consent of a SLSSYD nominee;
- (k) unless otherwise authorised in writing, travel to and from Team/Squad activities on the dates and in the manner directed by Team/Squad management;
- (l) if and when reasonably requested to do so by Team/Squad management, contribute by way of money and/or equipment to my own preparation for and participation in Team/Squad activities. Such money to be paid prior to participation in Team/Squad activities;
- (m) maintain my own private medical insurance cover; and

(n) comply with all reasonable requests from Team/Squad management to provide accurate details and relevant information pertaining to training issues, times and competition schedules.

#### **4.2 Team**

As a selected member of the Team I undertake and agree to:

(a) attend and participate in, to the best of my ability all team training sessions, camps, sports science testing and team meetings. Application for consideration of non-attendance at any camp and/or organised activity must be provided in writing and sent to SLSSYD prior to the starting date of the camp or organised activity;

(b) remain under the control, management and direction of the Team Manager, or any person appointed by him/her and, to comply with all reasonable orders given by him/her, or any person appointed, during the period of the Agreement;

(c) conduct myself in a proper manner to the absolute satisfaction of the Team Manager and, if I do not do so, I acknowledge that this Agreement may be terminated by SLSSYD under **clause 13** and that I will automatically be withdrawn from the Team/Squad and be required to immediately leave the competition venue and return to my usual place of residence;

(d) travel to and from venues of the competition upon the dates and in the manner determined and arranged by SLSSYD;

(e) live in the accommodation determined and arranged by SLSSYD during the competition;

(f) train and keep myself at the highest level of physical condition to enable me to compete at the competition;

(g) compete at the event and do so to the highest level I can

(h) disclose immediately to the Coach any illness and/or injury that may prejudice my proper participation at the competition;

(i) On the occasions prescribed by the Team Manager, wear only the clothing issued by SLSSYD or the competition organisers and to wear the uniform prescribed by SLSSYD or the competition organisers for athletes at the competition;

(j) I will not, without the approval of the Team Manager and then only in the presence of the Coach or other appointed person, supply any information to the media or for the purpose or use by or in the media whether spoken or written and that I will not grant any interviews to the media without prior approval of the Team Manager;

(k) attend all Team/Squad training and other activities arranged by the Team Manager, unless otherwise excused and to attend media conferences, promotions, displays and other activities arranged by the organisers of the competition if endorsed by the Team Manager;

(l) not consume nor encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering my growth or performance and to abide by the Anti-Doping Policy of SLSA;

(m) not consume any alcohol for the period, from the commencement of travel to the competition, until the end of this Agreement in accordance with **clause 3**, including when travelling to and from the competition and during the competition other than with the consent of a SLSSYD nominee;

(n) not participate in any type of demonstrations or propaganda whether political, religious, or racial or in any activity which would tend to reduce the reputation of SLSSYD or bring the sponsors of the Team/Squad, or the competition into disrepute or public ridicule;

(o) not accept, give or be involved in any way in any inducement or bribe in relation to my performance in the competition, or the performance of any other athlete at the competition;

(p) supply my own equipment to be used in the competition. Such equipment must comply with SLSA specifications.

(q) observe and comply with the rules, regulations and policies of event and of behaviour as laid down, issued or determined by SLSSYD including the SLSSYD Code of Conduct.

### **4.3 Ineligibility to Compete**

If my entry to the competition is found to be ineligible under the rules and regulations of SLSSYD, SLSNSW, SLSA or relevant International body, I acknowledge this Agreement may be terminated by SLSSYD under **clause 13** and that I will automatically be withdrawn from the Team/Squad and will be required to immediately leave the competition and return to my usual place of residence.

in the opinion of the Coach and after consultation with Medical Professional(s) and/or SLSSYD, I am unable to perform at the event to the best of my ability due to injury, illness or any other capacity, I acknowledge that this Agreement may be terminated by SLSSYD under **clause 13** and that I will automatically be withdrawn from the Team/Squad and will be required to immediately leave the event and return to my usual place of residence.

## **5. SLSSYD's Obligations**

### **5.1 Team/Squad**

For the period of the Agreement, SLSSYD will provide:

(a) transport, accommodation and subsistence for Team/Squad activities as deemed necessary by SLSSYD;

(b) administrative support to enable the Team/Squad members to participate in Team/Squad activities and other activities made available to Team/Squad members.

### **5.2 Team**

For the Period of the Agreement, SLSSYD will:

(a) appoint the Team Manager;

(b) determine and supply SLSSYD Teams/Squads with team clothing, to be worn as directed by the Coach or Team Manager.

## **6. SLSSYD Sponsors**

I acknowledge that to fund the Team/Squad program and to participate as a Team/Squad in the nominated event, SLSSYD has entered into agreements for commercial sponsorship of, and the provision of supplies to, the Team/Squad. I, therefore agree to:

(a) assist and co-operate with SLSSYD and its sponsors and suppliers so that SLSSYD's sponsors and suppliers may maximise their promotional benefits;

(b) be available as reasonably required by SLSSYD for, and appear or participate in, SLSSYD sponsors' and/or suppliers' advertising, promotions and marketing; and

(c) neither appear nor participate in any advertising, promotions or marketing for companies which are not SLSSYD sponsors and/or suppliers unless any such appearance or participation is in the normal course of my employment and is unrelated to my competitive performances or membership of the Team/Squad. I note that SLSSYD may specifically waive this prohibition in writing in the case of advertising, promotions or marketing by my sponsor and/or suppliers if:

(i) the products or business of my sponsor and/or supplier do not conflict with the business or products of SLSSYD sponsors and/or suppliers; and

(ii) they do not relate to my membership of the Team/Squad nor my competitive performance as a member of the Team; and

(iii) they do not breach the rules and regulations of SLSSYD and SLSA concerning sponsorship identification or advertising; and

(iv) they do not suggest any association with the Team/Squad, the Team or SLSSYD.

## **7. Media**

I understand that as a member of the Team/Squad I am participating in life saving training and competition which is significant and agree:

(a) to be filmed, televised, photographed and otherwise recorded during Team/Squad activities and during competition at the nominated event to which I have been selected as a Team/Squad member, under the conditions and for the purposes authorised by SLSSYD;

(b) to not act as a press attaché, journalist, or perform any of the functions of the media, without the expressed written permission of SLSSYD; and

(c) that SLSSYD owns all rights in the photographs taken in accordance with **clause 7(a)** and SLSSYD has the right to reproduce such photographs.

## **8. Intellectual Property**

I acknowledge that SLSSYD owns all rights subsisting in copyright, trademarks, trade names, logos, designs, images (including photographs, video and film), service marks or performance rights relating to the Team/Squad and my performances as a member of the Team/Squad.

## **9. Medical Information**

I authorise:

(a) any medical practitioner, sports scientist or therapist whom I have consulted during the twelve months prior to the commencement of the period of the Agreement to provide details of any illness or injury which I have sustained or may sustain or of any pre-existing medical condition, to the Medical Officer of the Team/Squad and/or SLSSYD when required by him/her or them. I understand that such information is required solely to determine my medical fitness to perform to the best of my ability as a member of the Team/Squad;

(b) the Medical Officer of the Team/Squad and/or SLSSYD to make full disclosure to the Coach and Team Manager of any information obtained under **clause 9(a)**, any detection of a prohibited drug or

stimulant or practice under **clause 10**, and of any diagnoses or treatment that has been made or prescribed for me; and

(c) SLSSYD to retain any medical information obtained in respect of me and the results of any tests or examination carried out on me for use in research and publication in medical or scientific papers provided that such publication preserves the rules of medical confidentiality.

#### **10. Drug Testing**

I agree to provide a sample of my own urine and/or body fluid for analysis by a drug testing agency to determine whether or not I have taken or used prohibited drugs, stimulants or substances or used a prohibited method in breach of the Anti-Doping Policy of SLSA. I acknowledge that if I am in contravention of the Anti Doping Policy of SLSA this Agreement may be terminated by SLSSYD under **clause 13** and that I will automatically be withdrawn from the Team/Squad and be required to immediately leave the Team/Squad activities or nominated national event and return to my usual place of residence.

#### **11. Insurance**

All financial members of SLSSYD acting within the policies and procedures of the organisation are covered by the Public Liability and WorkCover Insurance Policies of the association when undertaking approved Surf Life Saving activities and events. Individual members should consider additional insurances to meet specific needs; this includes but is not limited to travel insurance, personal item insurance or income protection insurance for example.

#### **12. Exclusion of Liability and Indemnity**

(a) In this clause "SLSSYD" means and includes:

- (i) SLSSYD, its directors, officers and managers;
- (ii) the officials, coaches, medical practitioners, sports scientists, therapists and other officials of SLSSYD including the Team Manager;
- (iii) any independent contractor from time to time employed by SLSSYD; and
- (iv) any voluntary worker carrying out duties for SLSSYD whether in an honorary or unpaid capacity or otherwise.

(b) I agree that SLSSYD 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 SLSSYD) in respect of:

- (i) this Agreement;
- (ii) my participation or non-participation in any training for the Team/Squad or as otherwise directed by the Coach or SLSSYD;
- (iii) any disciplinary action taken against me or involving me by SLSSYD.;
- (iv) any medical/scientific examinations and tests conducted on me during the Period of the Agreement; or
- (v) any issue arising in respect of selection; and

(vi) I release SLSSYD from any actions, suits, proceedings, claims or demands which I may have in respect of any such loss, damage or injury.

(c) I agree to indemnify SLSSYD and will at all times keep SLSSYD 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 SLSSYD or incurred or become payable by SLSSYD.

### **13. Termination**

(a) I agree this Agreement may be terminated prior to the end of the Period of the Agreement by:

(i) agreement between me and SLSSYD;

(ii) SLSSYD by written notice to me if, at any time, I fail to comply with any of my obligations in this Agreement, or behave in a manner that brings SLSSYD into disrepute;

(iii) SLSSYD by written notice to me if, I am injured, ill or otherwise incapacitated such that after medical examination, the Team Manager or the Coach considers me unfit to participate in Team/Squad activities including the nominated event.

(b) I agree and understand that if this Agreement is terminated under **clause 13(a)** I will automatically be withdrawn from the Team/Squad and be immediately required to leave the Team/Squad activities and return to my usual place of residence in Australia.

(c) I agree and understand if this Agreement is terminated under **clause 13(a)(ii)** I may also be disciplined by SLSSYD under their respective constitutions and rules.

### **14. Code of Conduct**

As a SLSSYD member I agree to observe and comply with the rules, regulations and policies of competition and code of behaviour, issued or determined by SLSA including SLSA's Code of Conduct as contained in the SLSA's current surf sports manual. and in particular, meet the following requirements in regard to my conduct during any SLSSYD sanctioned activity:

(a) respect the rights, dignity and worth of others.

(b) be fair, considerate and honest in all dealings with others.

(c) be professional in, and accept responsibility for, your actions.

(d) make a commitment to providing quality service.

(e) be aware of, and maintain an uncompromising adherence to, SLSSYD & SLSA standards, rules, regulations and policies.

(f) operate within the rules of surf lifesaving including national, international and the Anti-Doping Policy guidelines that govern SLSA.

(g) understand your responsibility if you breach, or are aware of any breaches of the code of ethics.

(h) refrain from any form of personal abuse towards others.

(i) refrain from any form of harassment or discrimination towards others.



(j) provide a safe environment for the conduct of the activity in accordance with relevant SLSSYD & SLSA policy.

(k) show concern and caution towards others who may be sick or injured.

(l) be punctual and dressed accordingly

(m) be a positive role model.

#### **15. Disputes**

If I and SLSSYD are in dispute about the interpretation of this Agreement, or any other matter arising under it, it is agreed that SLSSYD and I will attempt to negotiate in good faith to resolve it. If such negotiation does not result in an agreement, then it is agreed the dispute will be finally resolved by an arbitrator appointed by the National Sports Dispute Centre (ACN: 072 380 217).

#### **16. Governing Law**

This Agreement shall be governed by and construed according to the laws of New South Wales and the parties each agree to submit to the jurisdiction of the Courts of New South Wales.