



## **BIATHLON AUSTRALIA LIMITED**

# **National Team, National Junior Team & National Development Team Athlete Agreement (Version 1.02)**

**2022-2023**

### **DOCUMENT CHANGE CONTROL**

Author/s	Description	Date	Version Number
Gwen Young, Toni Hulme, Brooke Kneebush, Nicolle Greentree	New Athlete Agreement	2 September 2022	1.00
Gwen Young, Toni Hulme	Updated for Clause re- numbering, Clause 3(c ), Clause 4(c ), Clause 6(a) and definition of Specialized Equipment	9 September 2022	1.01
Toni Hulme	Updated for date of Athletes Agreement, Clause 6,	11 September 2022	1.02

## AGREEMENT FOR ATHLETES

### Definitions & Interpretation

In this Agreement, the following words have the respective meanings:

**“BA”** means Biathlon Australia

**“The BA Sponsor”** means any sponsor of or supplier to Biathlon Australia

**“Athlete”** means a Team Member

**“Athlete Sponsor”** means any sponsor of or supplier to an Athlete

**“Authorised Officer”** means any person appointed by BA including but not limited to, coaches, team manager, team leader to assist with the leadership, management or administration of any Team Camp or Activity

**“Commercial Purpose”** means advertising, promotion, marketing or endorsement of goods, services of any third party by any means or media, including the Internet

**“Competition”** means any competition or series of competitions for which the Team Member is selected or entered into by BA.

**“Image”** means:

- (a) a photograph or other representation of the image of the person and whether two or three dimensional;
- (b) a caricature of the person;
- (c) an original or copy signature of the person;
- (d) the voice of the person;
- (e) the name of the person;
- (f) the trademark of the person;
- (g) the sports performances of the person;
- (h) a quotation attributed to the person; or any combination of two or more of the above.

**“Internet”** means the world-wide network of Transmission Control Protocol/Internet Protocol-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, blogs, Facebook, social media, chat, File Transfer Protocol and Gopher. For the purpose of this Agreement, it also means any other form or medium for the digital transmission of images, sound and data, including broadband and interactive television, Wireless Application Protocol and Systems Management Servers.

**“Specialized Equipment”** means equipment which is necessary to compete at a biathlon or cross-country skiing (if supported by Biathlon Australia at the event) including but not limited to XC skis, XC poles, footwear, rifle and associated equipment, specialized clothing for competitions, training and warming up.

**“Team Assembly”** means the official gathering of the Team for a Team Camp or Activity as determined by the Authorised Officer. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of departure for each Team Member for travel to the Team Camp or Activity or in other circumstances, at the time of Village entry or where there is no Village, at the location of the Team Camp or Activity.



**“Team Camp or Activity”** means any team camp or activity of any nature for which the Team Member is selected or invited to by BA.

**“Team Member”** means any person selected by BA as a member of a Team for a Team camp or Activity, whether as an athlete, coach, official or support staff and includes an Authorised Officer and any accredited personal coach of an athlete.

**“Team Membership Period”** means in respect of general obligations under this Agreement, the period from the selection of the Team Member in the Team until the expiration of membership for any reason and specifically for the avoidance of any doubt, in respect of any Team Camp or Activity from the time of Team Assembly until the time of Team Release.

**“Team Release”** means the individual or group release of Team Members as determined by the Team Leader or Authorised Officer. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of arrival for each Team Member in their home or otherwise determined travel port for travel from the Team Camp or Activity, or in other circumstances, at the time of Village exit or where there is no Village, from the location of the Team Camp or Activity.

**“Team”** means a team selected by BA to represent Australia or BA at any Competition.

**“Team Leader”** means any person appointed by BA whose role is the leadership, management or administration of the Team.

**“Team Sponsor”** means any sponsor or supplier designated by BA to be an official sponsor of or supplier to the Team

**“Team Uniform”** means ceremonial, formal and casual apparel, competition sportswear and equipment supplied by BA for use at the Competition or in any Team Camp or Activity.

**“Village”** means the place or places of accommodation used for a Competition, Camp or Team Activity

## 1. Application of this Agreement

### a. This Agreement applies to:

- i. Team Members during the Team Membership Period;
- ii. Team Members (including parents where athletes are U18yrs), with respect to this Agreement at any time in relation to their membership of the Team;

### b. The following sanctions, in addition to others deemed appropriate, may be applied in the event of any breach of this Agreement by a Team:

- i. membership of the Team may be terminated;
- ii. Team Member may be required to leave a Team Camp or Activity or a Competition;
- iii. a Team Member may be excluded from competing at the Competition or any part or parts thereof;
- iv. a Team Member may be excluded from participating in a Team Camp or Activity or any part or parts thereof;
- v. a Team Member may be considered ineligible for membership in future Teams;
- vi. a Team Member may be deemed ineligible or disqualified from participating in any event or competition conducted under the control or auspices of BA for such period as deemed appropriate; and/or
- vii. a Team Member may have financial penalties imposed in respect of grants and funding received from BA, including the repayment of all financial assistance given to the Team Member by BA as the Board deems appropriate.

## 2. Obligations – General Conduct

### a. During the Team Membership Period, Team Members are required to:

- i. respect the spirit of fair play and non-violence; the talents, rights and privacy of fellow Team Members; contribute to a safe sporting environment and respectful culture which is accepting of individual differences; and to behave accordingly.
- ii. conduct themselves so as to obtain and maintain their best possible physical condition and state of mental preparedness to perform to the best of their ability at the Competition or Team Camp or Activity, to be honest concerning illness, injury and ability to train and participate, and to carry out their duties to the Team and to BA to the best of their ability;
- iii. observe and comply with directions of BA, the Team Leader or any Authorised Officer, which directions may include the imposition of curfews, proper attire for meals and any official functions or activities and restrictions on accessing the rooms of other Team Members;
- iv. conduct themselves in a proper and professional manner (including but not limited to, in relation to personal behaviour, ethical standards, language, manner and temper) to ensure Team harmony and so as, in the opinion of the Authorised Officer, Team Leader and BA, to not bring themselves, BA, the Team or the sport of biathlon into public disrepute or censure;

- v. comply with the following in relation to the consumption of alcohol, in respect of any Team Camp or Activity:
  - 1. Team Members who are under 18 years of age must not consume alcohol under any circumstances;
  - 2. For all other Team Members the consumption of alcohol must comply with any specific guidelines set for the particular Team Camp or Activity, and if permitted shall:
    - a. be in accordance with local laws and customs
    - b. not detract from their contribution to or performance at the Competition or Team Camp or Activity
    - c. not adversely affect their behaviour; and
    - d. not cause inconvenience or offence to others
- vi. comply with the terms and conditions of any additional team membership agreement and any specific guidelines set in respect of any Team Camp or Activity and all applicable Policies of BA as adopted from time to time and specifically including Child Safeguarding Policy, Members Protection Policy, Competition Manipulation and Sport Wagering Policy, Improper Use of Drugs and Medicine Policy, Code of Conduct.
- vii. at all times act courteously to the public and observe all local customs and laws and behave in a manner that will not cause offence to others;
- b. be polite and courteous when being interviewed by the media or when making comment in social media, including email, blogs and Facebook, do not make comments that criticise or disparage the performance or contribution of another Team Member or BA or otherwise make comments that are likely to bring themselves, BA, the Team or the sport of biathlon into public disrepute or censure;
- c. wear throughout the Competition or Team Camp or Activity, the Team Uniform, as and when requested, and use the equipment supplied to them as a member of the Team. A Team Sponsor's marks on the Team Uniform must not be obscured or damaged;

### **3. Obligations – Medical**

- a. if requested, provide a BA medical practitioner conducting an assessment with their complete medical history including details of all drugs and other substances used by or administered to them in the previous 6 months and any information that may be relevant under any applicable BA anti-doping policy;
- b. should BA request, agree to undergo medical testing as may be required by BA, the Team Leader or any other Authorised Officer, including, but not limited to giving blood samples for analysis. Such analysis may include testing for human immunodeficiency virus (HIV) with the result of any such analysis being subject to doctor/patient privilege and confidentiality;
- c. A request as outlined in 3(b) would be based on BA's concern regarding injury, illness or other medical condition which may affect the athletes' performance when racing or training. BA may accept a medical certificate from the Athlete's personal medical practitioner that the athlete is fit and able to join a BA Team and undergo all training and racing required of the team which would not then require testing as outlined in 3(b).

- d. agree to provide to BA and/or any Authorised Officer, details of any known medical or psychological condition or issue that may be, or become, relevant to the Team member's participation in the Team Camp or Activity; and
- e. consent in the case of a medical emergency to BA and/or any Authorised Officer obtaining such medical assistance as deemed appropriate and necessary and agree to cover the cost of medical expenses so incurred.

#### **4. Obligations – Athlete Sponsors**

- a. Athletes will not consent to their person or Image being used for a Commercial Purpose involving activities which:
  - i. breach any State or Federal Government Law;
  - ii. use the trademarks and other indicia and images of and associated with BA and/or the Team Camp or Activity;
  - iii. represent that the Athlete Sponsor has the approval of or is affiliated with the Competition, BA or the Team Camp or Activity; or
  - iv. bring the Athlete, BA, the Team, the Competition, the Team Camp or Activity or any member of the Team into public disrepute or censure.
- b. During the Team Membership Period, Team Members will not promote, or allow their person or Image to be used for any Commercial Purpose that is in competition with a Sponsor of BA or a Team Sponsor without the prior written consent of BA.
- c. In relation to Specialised Equipment, during the Team Membership Period, Team Members will not promote or advertise their Specialised Equipment by any representation or reference to their membership of the Team, should their specialized equipment conflict with a team or other sponsor of Biathlon Australia, unless there is written consent from Biathlon Australia. In the event of a Team Member being unsure, a inquiry should be made in writing to Biathlon Australia who will provide written consent or non-consent.

#### **5. Obligations – Gambling**

- a. Team Members will not appear in, participate in or permit their Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to the Competition.
- b. Team Members will not participate or assist in any gambling or betting activities associated with the staging of, or any performances at the Competition. Specifically, Team Members will not bet or gamble on any event in which they compete or on which they have obtained information that is not publicly available.

#### **6. Breach of this Agreement**

- a. Any breach of this Agreement by a Team Member occurring during a Team Membership Period shall be dealt in accordance with clause 1(b) and the appropriate BA policies, as amended and updated from time to time.



- b. If a breach of this Agreement is found to have occurred then any sanction under 1(b) may be imposed. The Team Member will be granted procedural fairness in accordance with the relevant BA policies.

#### **7. Acknowledgement of Agreement and Code of Conduct**

- a. Each Team Member shall be required to sign a copy of this Agreement and acknowledge their responsibilities under the Biathlon Australia Policies and Code of Conduct when returning their acceptance of an invitation to join a National Team.
- b. By signing this Agreement each Team Member acknowledges that he/ she or they are bound by this Agreement and the Biathlon Australia policies including the Code of Conduct and any specific guidelines issued for the particular Team, at any time and in any form, either in writing or verbally, by BA, Team Leader or Authorised Officer.
- c. The parent or guardian of a Team Member under the age of 18 years as at the date of execution by the Team Member or shall also be required to sign a copy of this Agreement.

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Signed by Guardian

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Signed by Team Member

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Print name of Guardian

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Print name of Team Member

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Date

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Date