



Athlete & Management Agreement

PRIVACY

Personal details collected by Surf Life Saving New South Wales (SLSNSW) are for the purpose of athlete selection to compete for Surf Life Saving New South Wales. The personal information will be disclosed to the Selection Panel for the purpose of selection consideration. Athletes have the right to access the personal information held about them by Surf Life Saving New South Wales.

Collection, use and disclosure of personal information by SLSNSW will at all times be in accordance with the provisions of the Privacy and Information Act.

BACKGROUND

This document sets out the terms and conditions that relate to membership of any SLSNSW High Performance Squad, SLSNSW Talented Athlete Squad and/or New South Wales Representative Team. Once an athlete has accepted membership of these Team/Squads or teams, the *Terms of the Agreement* will be in force and athletes will be bound by those terms and conditions. If athletes have any doubts or queries regarding the content of this agreement they should contact Surf Life Saving New South Wales or alternatively 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 SLSNSW High Performance Squad, SLSNSW Talented Athlete Squad or New South Wales Representative Team.

Coach means the person selected by SLSNSW to control and otherwise manage the Team.

SLSA means Surf Life Saving Australia Limited.

SLSNSW means Surf Life Saving New South Wales.

Team/Squad means any SLSNSW High Performance Squad or the SLSNSW Talented Athlete Squad.

Team means any New South Wales 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 branch, or club, or any employer, manager, agent, consultant, adviser, coach or supplier of mine.

3. Period of Agreement

3.1 Squad Selection

I agree that this *Agreement* starts on the date in which my membership of the Squad is advised to me by SLSNSW and ends at the conclusion of the agreed completion date of the Squad program.

3.2 Team Selection

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 is advised to me by SLSNSW 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

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- (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 Squad

As a selected member of the SLSNSW High Performance or Talented Athlete 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 Squad management and any person appointed to implement those directions;
- (c) attend and participate in, to the best of my ability, all Squad training sessions, camps, testing and Squad meetings. Application for consideration of non-attendance at any camp and/or organised activity must be provided in writing and sent to SLSNSW 1 month prior to the starting date of the camp or organised activity to allow consideration for a replacement athlete;
- (d) not enter into any contract, arrangement, or understanding that would prevent me from complying with this Agreement;
- (e) retain a high level of skill and fitness pertaining to selected for events/programs;
- (f) acknowledge that in the view of the Coach, failure to demonstrate 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) I understand that I will be undertaking physical activity at times at or near the extent of my capacity and that such physical activity may involve some risk;
- (h) read and comply with the Anti-Doping Policy of SLISA;
- (i) read and comply with the SLSNSW Code of Conduct set out in **clause 14**;
- (j) read and comply with all SLSNSW and SLISA rules, regulations and policies;
- (k) not consume alcohol whilst travelling as a member of the Squad to and from Squad activities and whilst in attendance at those activities;
- (l) unless otherwise authorised in writing, travel to and from Squad activities on the dates and in the manner directed by Squad management;
- (m) if and when reasonably requested to do so by Squad management, contribute by way of money and/or equipment to my own preparation for and participation in Squad activities. Such money to be paid prior to participation in Squad activities and as much notice as practical will be provided by SLSNSW;
- (n) maintain my own private medical insurance cover; and
- (o) comply with all reasonable requests from 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 SLSNSW 1 month 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 SLSNSW under **clause 13** and that I will automatically be withdrawn from the Team and be required to immediately leave the competition venue and instructed to 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 SLSNSW;
- (e) live in the accommodation determined and arranged by SLSNSW during the competition;
- (f) train and keep myself at the highest level of physical condition to enable me to compete in the competition in which I was selected for;

Surf Life Saving New South Wales



- (g) I understand that I will be undertaking physical activity at times at or near the extent of my capacity and that such physical activity may involve some risk;
- (h) compete at the event and do so to the highest level I can;
- (i) disclose immediately to the Coach any illness and/or injury that may prejudice my proper participation at the competition;
- (j) On the occasions prescribed by the Team Manager, wear only the clothing issued by SLSNSW or the competition organisers and to wear the uniform prescribed by SLSNSW or the competition organisers for athletes at the competition;
- (k) 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;
- (l) attend all Team 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;
- (m) 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;
- (n) 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 SLSNSW nominee;
- (o) 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 SLSNSW or bring the sponsors of the Squad, or the competition into disrepute or public ridicule;
- (p) 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;
- (q) supply my own equipment to be used in the competition. Such equipment must comply with SLSA specifications.
- (r) observe and comply with the rules, regulations and policies of event and of behaviour as laid down, issued or determined by SLSNSW including the SLSNSW 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 SLSNSW, SLSA or relevant International body, I acknowledge this *Agreement* may be terminated by SLSNSW under **clause 13** and that I will automatically be withdrawn from the Team/Squad and will be required to immediately leave the competition and instructed to return to my usual place of residence.

If in the opinion of the Coach and after consultation with Medical Professional(s) and/or SLSNSW, 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 SLSNSW under **clause 13** and that I will automatically be withdrawn from the Team/Squad and may be instructed to immediately leave the event and return to my usual place of residence.

5. SLSNSW's Obligations

5.1 Squad

For the period of the, SLSNSW will provide:

- (a) transport, accommodation and subsistence for Squad activities as deemed necessary by SLSNSW;
- (b) administrative support to enable the Squad members to participate in Squad activities and other activities made available to Squad members.

5.2 Team

For the Period of the *Agreement*, SLSNSW will:

- (a) appoint the Team Manager;
- (b) determine and supply SLSNSW Teams with team clothing, to be worn as directed by the Coach or Team Manager.



6. SLSNSW Sponsors

I acknowledge that to fund the Team/Squad program and to participate as a Team/Squad in the nominated event, SLSNSW 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 SLSNSW and its sponsors and suppliers so that SLSNSW's sponsors and suppliers may maximise their promotional benefits;
- (b) be available as reasonably required by SLSNSW for, and appear or participate in, SLSNSW 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 SLSNSW 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 SLSNSW 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 SLSNSW 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 SLSNSW and SLSA concerning sponsorship identification or advertising; and
 - (iv) they do not suggest any association with the Team/Squad, or SLSNSW.

7. Media

I understand that as a member of the Team/Squad I am participating in life saving training and competition which is of State significance 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 SLSNSW;
- (b) to not act as a press attaché, journalist, or perform any of the functions of the media, without the expressed written permission of SLSNSW; and
- (c) that SLSNSW owns all rights in the photographs taken in accordance with **clause 7(a)** and SLSNSW has the right to reproduce such photographs.

8. Intellectual Property

I acknowledge that SLSNSW 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 SLSNSW 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 SLSNSW 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) SLSNSW 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 samples of my own urine and/or body fluid for analysis as required by a drug testing agency under the authority and power of the Australian Sports Anti-Doping Authority (ASADA) for detection of prohibited drugs, stimulants or substances or a prohibited doping 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 SLSNSW 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 instructed to return to my usual place of residence.

11. Insurance

All financial members of SLSNSW 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 "SLSNSW" means and includes:
- (i) SLSNSW, its directors, officers and managers;
 - (ii) the officials, coaches, medical practitioners, sports scientists, therapists and other officials of SLSNSW including the Team Manager;
 - (iii) any independent contractor from time to time employed by SLSNSW; and
 - (iv) any voluntary worker carrying out duties for SLSNSW whether in an honorary or unpaid capacity or otherwise.
- (b) I agree that SLSNSW 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 SLSNSW) 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 SLSNSW;
 - (iii) any disciplinary action taken against me or involving me by SLSNSW or my Branch;
 - (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 SLSNSW 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 SLSNSW and will at all times keep SLSNSW 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 SLSNSW or incurred or become payable by SLSNSW.

13. Termination

- (a) I agree this *Agreement* may be terminated prior to the end of the Period of the *Agreement* by:
- (i) mutual agreement between me (the athlete) and SLSNSW;
 - (ii) SLSNSW 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 SLSNSW into disrepute;
 - (iii) SLSNSW 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 instructed to 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 my Branch and/or by SLSNSW under their respective constitutions and rules.



14. Code of Conduct

As a SLSNSW 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 SLSNSW 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, SLSNSW & SLSA standards, rules, regulations and policies.
- (f) operate within the rules of surf lifesaving including state, national, international and the Anti-Doping Policy guidelines that govern SLSA.
- (g) understand your responsibility if you breach and are aware of any breaches of the code of conduct.
- (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 SLSNSW & SLSA WHS 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 SLSNSW are in dispute about the interpretation of this *Agreement*, or any other matter arising under it, it is agreed that SLSNSW 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.

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