



DWSA TEAM AGREEMENT
TEAM MANAGER AGREEMENT
&
CODE OF CONDUCT AGREEMENT

THIS Agreement made the _____ day _____, _____ between Disabled Water Ski Australia which is a Division of the Australian Waterski and Wakeboard Federation, a Corporation incorporated under the laws of the Australian Capital Territory hereinafter referred to as the AWWF, and this named Division, being Australian Waterski and Wakeboard Federation Disabled Division and hereafter known as Disabled Water Ski Australia (DWSA).

AND (name of Team Member): _____

or

AND (name of Team Manager / Official): _____

Hereinafter referred to as the Team Member whose address is;

NAME OF COMPETITION:

LOCATION OF COMPETITION:

And the Athlete / Team Members parent or legal guardian if a minor whose address is hereinafter referred to as "Parent"

NAME OF PARENT / LEGAL GUARDIAN:

This agreement is entered into between the parties jointly and severally, as follows herein.

Whereas DWSA is a Division of the AWWF which is an incorporated body composed of Divisions throughout Australia, dedicated to the advancement and promotion of the sport of water skiing (or its named divisions) in Australia and is the recognised National Governing Body for competitive water skiing (or its named derivatives as defined by the AWWF) and is recognised as the representative governing body for Australia by the International Waterski and Wakeboard Federation, hereinafter sometimes referred to as IWWF.

AND WHEREAS, as part of its activities, the DWSA organises and manages the Water Ski Teams (hereinafter referred to as the "Australian Teams") to represent it and Australia in water ski competitions throughout the world;

AND WHEREAS, the above named party has been duly selected by the DWSA in accordance with its Selection Policy, bylaws, rules and regulations to be a member of the Australian Team and is eligible to partake fully in the program designed for the Australian Team by the DWSA and its officers;

AND WHEREAS, the parent and the Team Member wish to relieve the DWSA of all liabilities arising out of the Team Members participation as an Australian Team Member or otherwise in any activities of the DWSA

AND WHEREAS, both the Team Member and the Parent fully appreciate the risk inherent to the Team Member's participation in water skiing activities and competitions whether sponsored by the DWSA or otherwise and both nevertheless fully concur in such participation as a member of an Australian Team, accept the risk involved in water skiing competition and hereby, for their self, heirs, executors and administrators, release and forever discharge the DWSA, AWWF Dis, and AWWF its agents, servants and all DWSA, AWWF Dis and AWWF representatives connected with trips to and from competitions in any required tournament or activity, of and from any and all rights, claims, demands and actions of any and every nature whatsoever that may occur, for any and all loss, damage or injury sustained by person or equipment, before, during and after the said tournament or activity trip.

AND WHEREAS, the Team Member and the Parent grants to the DWSA the right to use any photographs, television, video or motion pictures taken during or in connection with the World Championships, Regional Championships or any other tournament or activity in which the Team Member participates as a member of the Australian Team for the purpose of news, tournament television productions, tournament promotion or promotion of the sport or fund raising by the DWSA, provided that any other commercial use of such images would require the consent of the Team Member.

AND WHEREAS, it is understood that in the construction of this agreement, the feminine gender shall be substituted for the masculine, the plural for the singular and the singular for the plural where such substitution shall be required by the context of this agreement NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, which is acknowledged by all parties herein, the parties hereto agree as follows:

- 1) The parties hereto confirm and adopt the aforesaid recitals;
- 2) The Team Member agrees that acceptance of a place on an Australian Team involves a commitment to compete and or participate in the World Championships, Regional Championships (all the designated event(s) for the Australian Team)
- 3) The Team Member agrees to participate fully in all official team training camps as determined by the DWSA unless an Application in writing for an exemption has been approved by the Chairman, DWSA.
- 4) The Team Member agrees to use or wear equipment required to be utilised by all competitors in the competition (such as skier bibs, ski lines and boots) regardless of personal sponsorship conflicts. The Team Member also agrees to wear the appropriate Team uniform as designated by the DWSA and or the Team Manager from time to time during the competition period, regardless of personal sponsorship conflicts. Team uniform is meant to include formal wear, blazers, tracksuits, bathing suits and similar items provided by the DWSA for the use by the Australian Team, and may include sponsor identification and advertising by the sponsor provided that such clothing is endorsed by the DWSA, no personal sponsors identification or advertising not approved by the DWSA is permitted by individual Team Members on any such team clothing. The DWSA will allow the Team Member to use personal sponsors identification and or advertising on any specified personal competitive equipment (such as skis, vests, wet suits and gloves);
- 5) The Team Member covenants and agrees to safe guard the Team Blazer when on loan from DWSA and shall not lend, sell, or trade the Team Blazer without the specific authorisation of the offices of the DWSA and shall return the said blazer in a suitable condition by post or other recognised means of delivery to the office of the DWSA. In the event that the Team Blazer is not returned to the said office or is returned in an unsuitable condition then the Team Member shall pay to the DWSA a sum equal to the full replacement value of the Blazer. If the Team Member is suspended or expelled from the Australian Team, such clothing will be returned by him to the appropriate official of the DWSA on request. Notwithstanding the above, if a Member is selected to represent Australia at only one world championship, the blazer remains the property of the DWSA and must be returned per this clause. The member does have the option of purchasing the blazer at DWSA cost price.
- 6) It is understood that the Team Members selection to an Australian Team obligates him to compete and or participate in the World Championships, Regional Championships (or

the designated event(s) or activities for the Australian Team). Any Team Member who, without good cause, abandons his Australian Team position or who is dismissed from the team because of violation of any terms of his agreement prior to the conclusion of the World Championships, Regional Championships (or the equivalent), will be held liable to repay the DWSA for all or part of the expenses incurred by the DWSA on their behalf in connection with their participation in the World Championships or Regional Championships (or the equivalent);

7) Each Team Member shall ensure that he is completely familiar with DWSA and IWWF competition and eligibility rules, which are available either through the DWSA or IWWF websites.

8) Failure to abide by this Agreement may result in suspension and or expulsion from the Team. Suspension in this Agreement refers to the temporary loss of Team Membership privilege, whereas expulsion refers to the complete termination of a Member's association with an Australian Team. The authority to enforce complete termination of the Team Member rests with the following parties: Team Manager and/or DWSA Chairman. Suspension may be invoked at a competition venue, or in transit to or from a competition or activity, by the Team Manager or DWSA Chairman. This suspension will revoke an individual's rights to the privilege of Team Membership including all reimbursable expenses and the return of any subsidies already paid. In cases where the Team Manager or DWSA Chairman has initiated the suspension, the process detailed in the Code of Conduct document shall be implemented.

9) *In accordance with the IWWF Anti-Doping Rules, drug controls will be conducted during world championships. As a Team Member all athletes agree to be subject to doping control.*

The World Anti-Doping Agency (WADA) regularly publishes the current **List of Prohibited Substances and Methods**; along with, the **Summary of Major Modifications and Explanatory Notes**. The List, which is one of five International Standards that are mandatory for all Signatories of the World Anti-Doping Code (Code) designates what substances and methods are prohibited both in- and out-of-competition and which substances are banned in particular sports.

Information about the IWWF Anti-Doping program, the current IWWF AD Rules and links to the list of banned substances can also be accessed at <http://iwwfed.com/athletes/anti-doping/> and <http://www.iwsf.com/AntiDoping/IWWF%20AD%20Rules%202015.pdf>

10) The Team Member acknowledges and agrees that Australia's water ski teams are highly visible elements of the sport and the DWSA, each Team Member is viewed as an official representative of the DWSA, the sport and Australia. The personal conduct and attitude of a Team Member are a reflection of the values and standards with each Team Member brings to the sport. A Team Member's personal conduct and attitude is to be of the highest standards.

11 The Team Member agrees to travel and participate as a representative of the Australian Team. Knowledge of and compliance with the expectations outlined herein are an integral part of this agreement. Each Team Member by affixing his or her signature hereto covenants and agrees to abide by each provision of this agreement. The following specific guidelines are promulgated and agreed to by the Team Member as standards by which the Team Member will conduct themselves while a member of the Australian Team; Specifically;

CODE OF CONDUCT

As a Team Member I agree to:

- a) Each Team Member understands that a Team Member represents the Team, the DWSA and Australia. General conduct when traveling, eating in restaurants and while lodged in hotels should always reflect this responsibility. Team Member agrees to respect and acknowledge others' customs, accents, languages and mannerisms.
- b) If a complaint is necessary when traveling on a public conveyance, in a hotel or eating in a public place, Team Members agree to speak to the designated person in a respectful and considerate manner.
- c) Abide by the judgments of officials and all competition rules and to cooperate with officials, coaches and fellow competitors to ensure fair competition treating all with respect and dignity.
- d) Follow all lawful directions as issued by the DWSA, the Team Manager or respective Chief Judge, Officials or Tournament Director.
- e) Act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct.
- f) Avoid criminal behavior and acts including the mischievous damaging and vandalising of personal, private and public facilities or property on and away from the venue.
- g) Not use any medication or substance on the World Anti Doping Authority prohibited substances and methods list and not to use substance or procedures in violation of the IWWF or AWWF Anti Doping Rules. See Clause (9).
- h) DWSA has a zero tolerance alcohol policy during sanctioned competitions starting from the day of Registration for all on water participants until such time as their on water activities have ceased. Each Team Member agrees that any Team Member in violation of this Rule shall be subjected to the Team disciplinary process.
- i) Refrain from using recreational drugs or prescription medication in a nonprescribed manner.
- j) Refrain from conduct detracting from my ability or that of my team mates to attain peak performance.

- (k) All Team Members must attend the ski site every day of the Championships to support their Team Members who are still competing even if they have finished their individual events

The next provision applies to Team Members under the age of 18.

- (k) Refrain from the use or possession of alcoholic beverages, tobacco products or drugs while in the custody of the Team Manager, Coach, or their designee, or while travelling to/from team sponsored events. Note the age limit for consumption of alcohol in the USA is 21 or over.
- (l) Refrain from purchasing or providing alcoholic beverages to persons under the age of 18 (21 in the USA) while at or travelling to/from team sponsored events, including all hours between scheduled event activities.
- (m) Refrain from loaning my identification credentials to underage athletes.
- (n) Refrain from verbally abusive, disrespectful, offensive, racist or sexist behavior.
- (o) Avoid being late for curfew, or being late or absent from an official event activity (camp, seminar, meeting, training or competition)
- (p) Do not engage in unsportsmanlike conduct, public disturbance or nuisance behavior.
- (q) Failure to follow the dress code as designated by the Team Manager at an official event or activity

FOR THE CODE OF CONDUCT DISCIPLINARY, APPEALS AND
GRIEVANCE PROCEDURES PLEASE REFER TO THE MEMBER
PROTECTION POLICY ON THE AWWF WEBSITE:

12) It is acknowledged by all parties to this Agreement that the Team Member may have contractual obligations with industry sponsors, it is understood and agreed that a Team Member participating in a Team event may not perform duties for a sponsor during official Team practice, the event, official ceremonies, and during any appearance as a representative of an Australian Team without advance permission of the DWSA Chairman or the Team Manager. The Team Member agrees that any request to perform such activities from an industry sponsor will be referred to the DWSA Chairman and/or the Team Manager.

- a. Team Member understands and agrees to abide by all regulations of the IWWF which prohibit any sponsor promotion when accepting awards at World or Regional Championships.
- b. Team Member understands and agrees that sponsorships for Australian Teams may be arranged by the DWSA. In these cases it is understood and agreed that the Team Member is not asked to endorse a product, nor is a Team Member individually sponsored. Only the "Australian Team" as an entity of the DWSA is sponsored

13) The Team Member is a representative of the DWSA and Australia, Team Member covenants and agrees to the following dress code while engaged in any team activity;

- a. Clothing will always be neat and clean. Selection of clothing to wear will be done with due consideration to the surroundings and customs and acceptable to the time and locale, shoes should be clean and polished. The Team Member explicitly agrees that the opinion and decision of the Team Manager shall be controlling, and that the Team Member will abide by any and all directions for change initiated by the Team Manager.
- b. Dress during travel may be casual. When travelling as a Team and when Team dress is available, Team Member agrees, at the direction of the Team Manager, to wear designated Team clothing
- c. Team Member agrees to wear the official Australian Team Uniform during opening ceremonies, closing ceremonies, banquets, at other official functions and at any other time as directed by the Team Manager.
- d. The DWSA will provide Team Uniform items to measurements as provided by Team Members. The parties agree that the wearing of Team Uniform items is restricted to Team Members and support staff as identified by the DWSA Chairman or Team Manager. Certain items of uniform clothing may be approved by the DWSA Chairman or Team Manager for wearing by family members and supporters.
- e. The DWSA will identify Uniform items to be worn at various Team functions and the Team Member herein agrees to abide by the directions issued by the DWSA Chairman or the Team Manager.
- f. The Team Member agrees that some, or all, of the team uniform items may have to be paid by the Team Member.

14) Physical Conditioning and Personal Health: Physical conditioning of Team Members is recognised as an important element of championship athletic performance. Team Member herein agrees to actively participate in an off-water training and conditioning program and to report to the Team Manager in excellent physical condition, prepared for world class level competition. A Team Member who becomes ill or whose health status changes because of pregnancy or other physical condition at any time prior to or during the event for which the Team Member has been selected, agrees to immediately notify the Team Manager of the health condition. For an existing injury, the Team Member understands and agrees that the Team Manager may ask for a Medical Certificate authorizing travel where an existing injury exists and the Team Member agrees to provide such Certificate when asked to do so.

15) Travel and Accommodations: Team Member understands and agrees that the Team Member will arrange round-trip transportation between a Team Member's home state capital and the World Championship venue as well as daily living expenses. The Team Member understands and agrees that the Team Manager will arrange for accommodation, pre worlds training (if any), entry fees and vehicle hire. . The Team Member agrees that some, or all, of these items may have to be paid by the Team Member

18) Foreign Travel Requirements: The Team Member and or responsible parent or guardian is responsible for having an up to date Australian Passport, visas and other documents which are required for entry into various countries. All costs of the above documentation will be borne by the Team Member. Team Member also understands and agrees that he or she will seek medical advice about immunization requirements at least twelve (12) weeks prior to travel to a foreign

country, and will bear the expense of any required immunisation.

TEAM MANAGER

19) Appointment: From nominations received from individual applicants and voted on by the DWSA Executive or at an AGM.

20) Where practicable, promote the Australian Team and obtain grants, sponsorship, and organize fundraising which will help towards overseas travel and training expenses for the Australian Team at World and Regional Championships.

21) Provide budget for World Championship Expenses.

22) Arrange uniforms for all Team Members

23) Submit Intent to Enter Forms and pay Entry Fees

25) Arrange pre worlds training where available

26) Co-ordinate the travel arrangements to the World Championships.

27) Co-ordinate the accommodation requirements for the Team Members at World or Regional Championships.

28) *The Team Manager*, with the approval of the DWSA Chairman, may withdraw a Team Member from representing Australia if that member does not fulfil his obligation to the DWSA and Australia as a result of unsatisfactory behavior or refusing to abide by reasonable requests made by the Team Manager.

31) The Team Manager will uphold his responsibilities to manage the Team in accordance with this agreement and is subject to the same penalties as a Team Member.

IN WITNESS WHEREOF, the Parties in the Agreement duly execute the Agreement

Team Member

BY:

DATE:

DWSA Chairman

BY:

DATE:

Team Manager

BY

DATE:

PARENT (If Team Member is a Minor

BY:

DATE: