



PISTOL AUSTRALIA INC.

TEAM MEMBER AGREEMENT

Between: PISTOL AUSTRALIA INC (PA), an incorporated association having its registered office situated at Unit 1/2 Phipps Close, Deakin ACT 2600

and:(Competitor's name)

of:(Address)

.....State:.....Postcode:.....

THE PARTIES AGREE AS FOLLOWS:-

1. This Agreement commences on the date of selection to the Team and will terminate on unless terminated earlier by one or both of the parties.
2. **PA shall be obliged to:**
 - (a) provide a Coach/Team Manager to supervise and administer the Team;
 - (b) determine, and undertake the promotion, marketing and sponsorship of the Team;
 - (c) arrange and fund travel and accommodation for the Competitor as a member of the Team where appropriate; and
 - (d) provide adequate insurance cover for the Competitor.
3. **The Competitor:**
 - (a) shall at all times, both during and outside competition, comply with the constitution, by-laws, regulations, policies and reasonable direction of PA, the Rules of the International Federation including its Anti-Doping Policy, the Anti-Doping Policy of the AOC and the rules of competition;
 - (b) be available to attend and participate in, to the best of his/her ability, all competitions, training sessions, training camps, and team meetings as directed by PA;
 - (c) travel to and from training and competition on the dates, and in the manner, as determined or approved by PA and stay in the accommodation arranged by PA for the whole period of any Team training or competition;
 - (d) be available for selection for the event he/she was selected or any other event as the Coach/Team Manager considers appropriate for the Competitor;
 - (e) shall not have or use (including use on clothing and equipment) any name, trade mark, logo or slogan, that is in conflict with any PA sponsor;

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Australian Sports Commission
Australian Commonwealth Games Association

- (f) will not make public comment or communicate with the media when travelling with the team, unless first obtaining the consent of the Coach/Team Manager;
- (g) shall participate in promotional appearances/public relations exercises as requested by PA subject to receiving reasonable notice;
- (h) not appear or participate or allow his/her name, voice, photograph, likeness, image or identity to be used on any merchandise or in any advertising, promotion, or marketing activity for any person in which he/she is promoted or recognised as a member of the Team, promote products and services of a person which is in competition with those products and services of a Sponsor, or in any way could be construed as associating the Competitor as a member of the Team with any person other than PA or a Sponsor;
- (i) will promote PA positively at all times.
- (j) will seek the permission of PA Management in the event that athlete is approached by any media representative(s) for comment, information or written articles for publication at all times other than that referred to in sub-clause 3(f) and will obtain the written approval of PA Management prior to undertaking any publicity initiatives. PA Management reserves the right to refuse such permission.
- (k) take all reasonable steps to minimise any illness or injury and notify the Team Manager of the illness or injury and report to the Team Manager on a regular basis and attend a medical practitioner and/or other health professional determined by the Team Manager for an examination. If in the opinion of the Team Manager the Competitor is ill or injured and is unlikely or unable to return to full capacity to train and compete as a member of the Team, the Team Manager may on behalf of PA terminate this Agreement; and
- (l) when applicable shall participate fully in the sports science program of the Team.

5. PA's rights include:

- (a) to determine selection at its sole discretion;
- (b) a non-exclusive right to use the Competitor's name, voice, photograph, image, likeness or identity in order to promote PA, a Sponsor or any aspect of the Team;
- (c) to film, televise, photograph or otherwise record training or competitions in which the Competitor appears and to own the recording.

6. The Competitors rights include obtaining sponsorship and participating in any advertising, marketing or promotional activity provided that it does not conflict with PA Sponsors as set out in the Schedule which may be changed from time to time.

7.1 If the Competitor breaches any right or obligation in this Agreement, is convicted of a criminal offence, suspended from any event, competition, team or squad by PA, found guilty by PA of a breach or violation of PA's rules or regulations brings the sport, any PA Sponsor, or PA into disrepute or is involved in any major controversy which is in the public arena, PA may in its absolute discretion do any one or more of the following:

- (a) remove the Competitor from the Team (including sending the Competitor back to his or her usual residence at the Competitor's expense);
- (b) withhold and/or forfeit from the Competitor any sum of money (including reimbursement of expenses) which would otherwise be payable under this Agreement;
- (c) restrict or withhold any benefit the Competitor is entitled to under this Agreement;
- (d) terminate this Agreement by written notice; and
- (e) take such other disciplinary action as it considers fit under the PA Constitution, By-Laws, Regulations and policies,
- (f) provided that before taking action under this clause, PA shall give the Competitor a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the termination.

7.2 PA may terminate this Agreement by giving written notice to the Competitor, if:

- (a) the Competitor is ill or injured and cannot train and/or compete as determined by PA;
- (b) the competition in which the Team was intending to compete is cancelled, or any other circumstance in which the PA determines that the Team will not participate in the competition; and
- (c) PA funding from whatever source ceases or is substantially reduced.

7.3 The Competitor may retire or withdraw from the Team and in doing so will automatically terminate this Agreement, by giving no less than fourteen (14) days written notice to the Team Manager and PA Management.

8. The parties agree that the contents of this Agreement shall be kept confidential save that each shall be entitled to disclose the contents to their respective professional advisers.

9.1 If the parties are in dispute about any matter arising from this Agreement, (except a Selection Dispute which shall be dealt with in accordance with PA's Selection Policy) it is agreed that the parties will endeavour to negotiate in good faith through a facilitator nominated by PA to see whether an agreed settlement can be reached.

9.2 After 14 days, any unresolved dispute as per clause 9.1 will be resolved by either party submitting the dispute to the National Sports Dispute Centre ("NSDC") for determination by arbitration pursuant to the laws of South Australia. The findings of the NSDC will be final and binding on the parties.

10.1 The Competitor agrees that PA, (including its Directors, managers, employees, agents and independent contractors) will not be under any liability to him/her 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 PA).

10.2 The Competitor indemnifies and will at all times keep indemnified PA, (including its Directors, managers, employees, agents and independent contractors) from and against

all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by him/her or taken or made against PA in connection with, or arising out of, any loss, damage or injury, except to the extent that it is due to the gross negligence on the part of PA.

11. This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and representations.

EXECUTED by the parties.

**SIGNED by an authorised Officer of
PISTOL AUSTRALIA INC.**

in the presence of:

.....
Signature of Authorised Officer

.....
Signature of Witness

.....
Office held

.....
Office held

.....
Name (in block letters)

.....
Name (in block letters)

SIGNED by the Competitor

.....
Full Name of Competitor

In the presence of:

.....
Witness Name (in block letters)

.....
Witness Signature

PARENT/LEGAL GUARDIAN DECLARATION

If the Competitor is under the age of 18 years, the Competitor’s parent or guardian must sign the following Agreement.

I,.....(Competitor)

of.....(Address)

.....State:.....Postcode:.....

being the parent/legal guardian of.....

hereby acknowledge that I have read and fully agree to the rights and obligations of my daughter/son as the “Competitor” as set out in this Agreement for his/her participation in the Team.

Signature of
Parent /legal guardian.....Date: / / 20