



PISTOL AUSTRALIA INC.

TEAM MEMBER AGREEMENT

Between: PISTOL AUSTRALIA INC (PA), 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 thirty (30) days after the last day of the competition unless terminated earlier by one or both parties.
2. **PA is obliged to:**
 - a) arrange and fund travel and accommodation for the Competitor as a member of the Team where appropriate; and
 - b) provide adequate insurance coverage for the Competitor for the period of travel to and from the competition within the provision of Item 3(c).
3. **The Competitor:**
 - a) will at all times, both during and outside of 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 Australian Olympic Committee and the rules of the 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 specified by PA and in the manner determined and / or approved by PA;
 - d) stay at the accommodation venue arranged by PA for the whole period of any team training and / or competition;
 - e) be available for selection for the event that he / she is selected and / or any other event as PA considers appropriate for the Competitor;
 - f) will not have or use any item including clothing and equipment, any name, trade mark, logo and / or slogan that is in conflict with PA or any PA sponsor;
 - g) will not make public comment or communicate with the media when travelling with the team, unless first obtaining the consent and / or approval of PA;
 - h) will participate in promotional appearances and / or public relations exercises as requested by PA subject to receiving reasonable notice;
 - i) will not appear or participate in 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;

- j) will not promote products and / or services of a person and / or company that is in competition with the products and / or services of any official PA Sponsor(s);
- k) will not promote any products and / or services that are or could in any way be construed as associating the Competitor with any person and / or association other than PA or the official PA Sponsor(s);
- l) will promote PA positively at all times;
- m) will seek prior written approval from PA Management in all instances where the Competitor is approached by any media representative(s) for comment, information and / or written articles for publication and directly related to the relative competition. PA Management reserves the right to refuse such permission.
- n) will take all reasonable steps to minimise any illness and / or injury and notify PA of such illness and / or injury that may impact the Competitor's attendance to and / or performance at the competition;
- o) will, in the event that item 3(n) is a reality, seek medical advice and submit to PA an examination report from his / her medical practitioner for the purpose of determining the Competitor's ability to fulfil his / her obligation to the team. PA has the right, in the event that the Competitor is unfit to fulfil the terms of this agreement, may terminate the Competitor's assignment to the team;
- p) will, when applicable, participate fully in the sports science program of the Team.

5. PA reserves the right:

- a) to determine team selection at its sole discretion;
- b) to use the Competitor's name, voice, photograph, image, likeness or identity to promote the Team, PA and any official PA Sponsor(s);
- c) to film, televise, photograph and / or record training sessions and / or competitions in which the Competitor appears
- d) to own any film, photographs and audiovisual recording of the Competitor.

6. The Competitor reserves the right

- a) to obtain sponsorship and participate in any advertising, marketing or promotional activity provided it is not in conflict with PA and / or any official PA Sponsor(s).

7 Breaching the Agreement

In the event that the Competitor is in breach of any provision and / or obligation of this Agreement, convicted of a criminal offence, suspended by PA from any event, competition or team, found guilty of a breach or violation of PA's rules and / or regulations, involved in any major controversy in the public arena and / or brings the sport, PA and / or the official PA Sponsor(s) into disrepute, PA may in its absolute discretion respond by way of any one or more of the following actions:

- a) terminate this Agreement by written notice;
- b) remove the Competitor from the Team, including sending the Competitor back to his or her usual residence at the Competitor's expense;

- c) withhold and / or forfeit from the Competitor any sum of money, including reimbursement of expenses that may otherwise be payable under this Agreement;
- d) restrict or withhold any benefit that the Competitor is entitled to under this Agreement;
- e) take any other disciplinary action PA considered appropriate under the PA Constitution, By-Laws, Regulations and policies,
- f) provided that before taking action under this sub-clause, PA will give the Competitor a reasonable opportunity to be heard concerning the alleged breach or matter giving rise to the termination.

8. Termination of the Agreement by PA

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 relevant competition in which the Team was selected to compete in is cancelled;
 - c) any other circumstance deemed by PA to warrant withdrawal of the Team from the competition; and
 - d) PA funding from whatever source is not forthcoming for whatever reason and / or substantially reduced.
9. 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 PA.
10. The parties, PA and the Competitor agree that the contents of this Agreement will be kept confidential notwithstanding the entitlement of each to disclose the contents of the Agreement to their respective professional advisers.
11. If the parties, PA and the Competitor are not able to agree on any matter arising from this Agreement, both parties agree to endeavour to negotiate in good faith through a facilitator nominated by PA to see whether an agreed settlement can be reached.
12. 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.
13. 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 that 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.
14. 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.

PA Signatory

..... Date: / /
Full Name of Authorised PA Officer (block letters) Signature of Authorised PA Officer

Competitor's Signatory

..... Date: / /
Full Name of Competitor (block Letters) Competitor's Signature

..... Date: / /
Name of Witness (block letters) Signature of Witness

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: / /