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|  |  | Athlete Agreement |
|  |  |  |
|  |  | [ Insert Name ] (**Athlete**)  Australian Capital Territory  Ice Skating Association Incorporated (**ACTISA**) |
|  |  | actisa |

Details

|  |  |
| --- | --- |
| Date |  |

Parties

|  |  |
| --- | --- |
| Name | [ Insert Name ] |
| Short form name | **Athlete** |

|  |  |
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| Name | **Australian Capital Territory Ice Skating Association Inc** |
| Short form name | **ACTISA** |

Background

A: The Athlete has been nominated to be part of the ACT Team by ACTISA to an interstate competition.

B: As a condition of being nominated, the Athlete and ACTISA must sign this agreement (**Agreement**), thereby agreeing to the conditions contained in this agreement and acknowledging the obligations contained in this agreement which arise from the Policies of ACTISA and Ice Skating Australia (ISA).

Agreed Terms

1. **Precedence of Agreement**
   1. As the ACTISA is solely responsible for the accreditation of participants from the ACT in interstate events, the Athlete agrees that this Agreement has precedence over any other agreement the Athlete has or may have with their Club, employer, manager, agent, consultant, adviser, coach or any other person or body with whom the Athlete may have contracted to provide services.
   2. The athlete understands that any other agreement that they have or may have does not affect their eligibility under the Ice Skating Union (**ISU**) Rule 102.
2. **Duration of Agreement**
   1. This Agreement will commence on the date the Agreement is executed and will conclude 28 days after the completion of the competition.
3. **Athlete not an employee of ISA**
   1. The Agreement is not an employment agreement and does not make the Athlete an employee of ACTISA.
   2. Under the Agreement, the Athlete is not required to provide any services to the ACTISA.
4. **Team Requirements**
   1. The Athlete’s membership in the Team is conditional upon the Athlete’s compliance with the terms and conditions of the Agreement.
   2. The Athlete must submit competition entry forms to ACTISA Secretary **by the** **specified due dates**. This includes Entry form, Planned Program Content, Medical Information form and any other forms required by ACTISA, ISA, the ISU or Local Organising Committee.
5. **Conduct of Athlete**
   1. The Athlete agrees to adhere to the code of conduct found in clause 5.2 during any activity and/or event held or sanctioned by the ISU, ISA or member association of the ISU or ISA.
   2. The Athlete agrees to:
      1. conduct themselves in a proper manner and refrain from bringing themselves, ACTISA, ISA, the sport, or the Team into public disrepute or censure and to the absolute satisfaction of the Team Leader or other team officials;
      2. observe and comply with all reasonable directions of the Team Leader or team officials;
      3. travel and depart from the activity or event (including departing from the relevant accommodation) on the dates and in the manner approved by ACTISA or as directed by the Team Leader or team officials;
      4. conduct themself so as to obtain and maintain the best possible mental and physical condition and health to carry out their duties as a State Representative to the best of their ability;
      5. conduct themself in a professional manner in regards to language, manner and punctuality during training, competition, meals and social functions.;
      6. respect the rights, dignity, worth, space and property of fellow athletes, coaches, judges, officials, team members and spectators;
      7. respect the spirit of fair play and non-violence and exhibit good sportsmanship at all times and refrain from using bad language; criticising or ridiculing anyone’s performance; threatening or bullying others;
      8. maintain the standards of dress and conduct befitting an ACTISA representative and wear the stipulated uniform (if applicable) at all occasions as prescribed by the ACTISA, Team Leader or team officials;
      9. refrain from drinking alcohol and supplying drinks to minors if over the legal drinking age for Australia and in the country of the competition, and no consumption of alcohol if under the legal drinking age for Australia and in the country of the competition;
      10. attend all draws, prize giving ceremonies and official functions and be punctual for these as well as for the events and practices;
      11. abide by the regulations of ACTISA, ISA and the ISU and the published rules of the relevant events;
      12. make no comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of ACTISA, ISA, the Team or any member of the Team;
      13. refrain from using prohibited substances as determined by the International Olympic Committee (**IOC**), Australian Sports Commission (**ASC**), Australian Sports Anti-Drug Authority (**ASADA**), ISA or ISU and must comply with all procedures required by these organisations in relation to substance control; and
      14. refrain from supplying information to the media, either spoken or written, without approval from ACTISA, ISA or its designated officers during the duration of the Agreement as described in clause 2.
   3. A team official as described in clause 5.2 includes ACTISA judges, ACTISA judging officials, members of the ACTISA Committee and ACTISA Anti-Doping Control Officer (ADCO).
6. **Disclosure of Medical information**
   1. If the Athlete suffers or has suffered any illness, disease, injury or pre-existing medical condition during the 12 months preceding the Agreement or during the duration of the Agreement, the Athlete should provide details to the ACTISA ADCO.
   2. If the Athlete has consulted a medical practitioner, sports scientist or therapist for the condition, a report from the relevant consultant should be provided to the ACTISA ADCO.
   3. This information should be provided as soon as practicable after the Agreement commences, or as soon as practicable after the Athlete suffers the illness, disease, or injury during the term of the Agreement.
   4. The ACTISA ADCO may make full disclosure to ACTISA Committee, ISA Board of Management,ISA Chief Medical Officer, ISA Anti-Doping Control Officer and Team Leader or official of any information obtained pursuant to this clause including any diagnosis or treatment that has been made or prescribed;
   5. Upon written consent of the Athlete, the ISA may use any medical information obtained in respect of the Athlete and the results of any tests or examinations carried out on the Athlete for use in research and publication in medical and scientific papers, provided that such publication maintains the Athlete’s anonymity;
   6. Information provided under this clause is required solely to determine the Athlete’s medical fitness to carry out their duties to the competition including their ability to participate in events as set out in clause 8 of this Agreement.
   7. If the Athlete does not provide this information as required, the Athlete should write to the ACTISA and explain why this information has not been provided. ACTISA may excuse the Athlete for complying with this clause 6 if ACTISA considers the Athlete’s reason for not providing this information is reasonable under the relevant circumstances.
7. **Medical Testing**
   1. The Athlete agrees to undergo such fitness testing as may be reasonably required by ACTISA.
8. **Participation in Events**
   1. The Team Leader or Team Official, acting on advice from a professional medical person, may direct the Athlete not to participate in an event if, in their opinion, participation would constitute an unacceptable risk of:
      1. causing harm, injury, illness or death to the Athlete or others; and/or
      2. aggravating an existing injury or illness the Athlete may have.
   2. The Athlete agrees to comply with all reasonable directions given by the Team Leader or any team official and/or appointed Medical Person concerning medical matters.
9. **Use of Drugs**
   1. The Athlete acknowledges that ACTISA and ISA have:
      1. an anti-doping policy pursuant to its obligations to safeguard the health of athletes and ensure respect for the ethical concepts implicit in fair play and medical practice;
      2. made me aware of the ISA Anti-Doping Policy and the ISU Anti-Doping Policy and where they are located;
      3. recommended that athletes should only use drugs under the supervision of a physician; and
      4. advised that declaring a banned substance to the Team Leader or any team official is an admission and is therefore subject to the same penalties as a positive drug test.
   2. The Athlete agrees to:
      1. observe and comply with anti-doping policies of ISA and ISU;
      2. not use, attempt to use, possess or attempt to possess, traffic or attempt to traffic a drug of dependence, or any prohibited substance;
      3. not use any drugs and/or medication whilst a member of the Team without this use being under the supervision of a medical practitioner and declared to the ACTISA ADCO, ACTISA Secretary, ISA ADCO or Team Leader for each event that I am participating in;
      4. inform the ACTISA Secretary, ACTISA ADCO or the ISA ADCO of any drugs used under the supervision of a medical practitioner that require an Therapeutic Use Exemption; and
10. **Media Requirements**
    1. The Athlete agrees to observe and comply with the following media guidelines:
       1. the spokesperson on all matters concerning the Team will be the Team Leader who may delegate such responsibility to any other official of the team;
       2. no person other than the Team Leader may comment on the arrangements for the venues of the national competitions and championships, ISA, the Team or fellow Team members; and
       3. no Athlete may make any public negative comments to the media concerning the event or other competitors at national events.
11. **Propaganda and Advertising**
    1. The Athlete acknowledges that during the term of this Agreement, it is a breach of ISA policy and this agreement to cause or permit:
       1. any kind of demonstration or political, religious or racial propaganda; and
       2. any form of publicity or propaganda, commercial or otherwise, to appear on sportswear, accessories or on any article of clothing or equipment whatsoever worn or used by the Athlete at national events except for allowed trademarks and advertising markings according to ISU Rule 102.
12. **Financial Responsibilities** 
    1. The costs incurred arising from any damages caused to property whilst competing nationally will be the sole responsibility of that person and in the case of a minor, their respective parents/guardians will be responsible for payment of any damages incurred to property or incidentals.
    2. If the Team Leader or any other designated person receives an invoice from ISA, the ISU, Organizing Committee or respective accomodation, for damages incurred as a result of one or several members of the ACT Team, such members will be removed from the ACT team until such time as the debt is repaid. The member/s will also be subject to further disciplinary action as determined by the Constitution and Code of Conduct for ACTISA Members.
13. **Sanctions under this Agreement**
    1. If the Athlete breaches this Agreement at any time (including during a national competition or championship event), ACTISA may take the following sanctions against the Athlete:

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| **Sanction Level** | **Possible Disciplinary Action** |
| Level 1 Conduct unbecoming of a member of the Team and/or Sport | Written warning |
| Level 2 Conduct inappropriate of a member of the Team and/or Sport | Written warning. Team and any Result based funding entitlements withdrawn |
| Level 3 Conduct unacceptable of a member of the Team and/or Sport | Suspension of national nominations for a period of minimum 6 months, maximum 2 years |

* 1. Depending upon the severity of the breach and the number of breaches, the ACTISA appointed Disciplinary Committee and ACTIISA Committee may choose to start the disciplinary process at any of the three levels detailed above.
  2. Written warnings are recorded on the ACTISA database and remain in force for a period of 2 years. At this point, and assuming there have been no further breaches of the Code, the records are deleted. All suspensions remain on the database and are a permanent record.
  3. All decisions of the ACTISA Committee in these matters are final.

1. **Process for Investigating Complaints**
   1. Where ACTISA receives information that an Athlete may have committed a breach of this Agreement, ACTISA will investigate the matter through the following process:
      1. disciplinary meetings will be conducted, as soon as reasonably practical, to explore the incident with the alleged Athlete, coach, team leader or any other person. Meetings will explore the incident and will encourage the Athlete to express their opinion of the incident and the ramifications for ACTISA and themselves personally;
      2. the disciplinary meetings may be held via any communication means deemed reasonable by the ACTISA;
      3. the Athlete will have the opportunity to provide a written explanation of the mitigating factors and reasoning for their behaviour;
      4. at the disciplinary meeting, ACTISA must give the athlete a reasonable timeframe for submitting their explanation as referred to in (c);
      5. the ACTISA Disciplinary Committee will take into account any mitigating factors believed appropriate and reach an agreement on the proposed sanctions and interventions;
      6. the ACTISA Committee will communicate the outcome of their decision to the member;
      7. notification of any breach of this Agreement may be provided to ISA
      8. the ACTISA Committee collates a copy of the investigation, which reflects the main points covered in the process and files a copy, signed by all parties, in the Athlete’s personal file;
      9. the ACTISA Committee and any other party involved within the disciplinary process will regard the matter as confidential.

Execution Page

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| Signed by the ATHLETE | ……………………………………………………  (Athletes Signature) | |
| Athlete Name | [ Insert Name ] | |
| Date | …………………………… | |
|  |  | |
| Signed by the PARENT/LEGAL GUARDIAN (If athlete under 18 years of age) | …………………………………………………….  (Parent/Legal Guardian Signature) | |
| Date | ……………………………. | |
|  |  | |
| Signed for and on behalf of ACTISA by a Duly Authorised Officer for the purpose | ……………………………………………………  (ACTISA Authorised Officers Signature) |
| Date | …………………………… |