



## **BACKGROUND**

- a. Archery Australia Inc is responsible for selecting Teams to identified international events.
- b. Being a member of the NHPS Shadow Squad is a prerequisite for team selection.
- c. You wish to be eligible for team selection you agree to be bound by the terms and conditions of this Agreement and the AA NHPS.

## **1. INSTRUCTIONS**

- 1.1 This document has been put into place to ensure that all athletes, staff and team officials representing AA are fully aware of the conditions of requirements and conditions of selection and agree to conduct themselves in a manner that sets a positive public image for AA, the sport of Archery, Shadow Squad, National Team and your own personal profile within Australia and overseas by establishing standards of performance and code of conduct for all team members.
- 1.2 You should carefully read this Agreement so as to understand the document and the consequences flowing from any breach of its terms and conditions. It is recommended that you obtain independent advice in relationship to this document to ensure you fully understand all the terms and conditions. If you change or alter any part of this Agreement you will forfeit selection as part of the AA Team.
- 1.3 Complete and sign Schedule 1, which requires you to acknowledge your agreement and acceptance of the Agreement. Sign, where indicated in the presence of a witness above 18 years of age. The witness must sign the Agreement where indicated.
- 1.4 If you are under 18 years of age your parents or legal guardian should execute the Parent/Guardian consent set out in Schedule 2.
- 1.5 Athletes should retain a copy of this Agreement for their records, by making an official application for consideration for selection into the Shadow Squad or National Team you have agreed to adhere to the AA Athlete Agreement and Code of Conduct and accept any penalties imposed following a breach.

- 1.6 Send the signed Agreement to;  
Archery Australia  
P.O. Box 54,  
Panania NSW 2213

## 2. DEFINITIONS

In this document the words and phrases below have the following meanings

1. **Athlete** - means a person registered with Archery Australia.
2. **AA** - means Archery Australia Incorporated or AA.
3. **Board** - means the Archery Australia Board.
4. **Bring into Disrepute** - In this Agreement the term “Bring the sport into Disrepute” means – To act in a manner that would lead the to dishonor or discredit of Archery Australia, the High Performance Program, the team or squad or to affect the performance of yourself or a fellow team or squad member.
5. **By-Laws** - means the By-Laws of Archery Australia created in accordance with the Constitution.
6. **CEO** - means the Archery Australia Chief Executive Officer.
7. **Coach(es)** - means those person/s appointed by Archery Australia as Coach(es) of a Team.
8. **Constitution** - means the Constitution of Archery Australia.
9. **Controversy** – means a state of prolonged public dispute or debate.
10. **Code of Conduct** - means the Code of Conduct detailed in this Agreement and detailed in the Archery Australia Member Protection Policy and the Archery Australia Code of Conduct.
11. **Copyright** – means the Intellectual Property (including but not limited to - printed and published material, events, activities, awards, logos, identity or images) of Archery Australia and World Archery
12. **Disrepute** – means to bring onto the sport, the organisation, individual/s or one self, damage or loss of reputation, discredit, dishonour, shame of good reputation and name within the sporting or general community.
13. **Equipment** – means team members personal sporting equipment.
14. **Eligibility Criteria** – means the performance standards, administrative requirements and personal standards set by AA, World Archery or any other controlling organisation.
15. **Event** - means the competition/s for which the team is selected, any training or lead up events and associated travel.

16. **HPM** - means High Performance Manager.
17. **High Performance Staff** – means the High Performance Manager, National Coach or other staff employed or appointed to work within the NHPS.
18. **Identity** - means your likeness, name, voice, signature, reputation, nicknames, media tags, photographs or caricatures or cartoons or anything else that identifies you.
19. **Medical Practitioner** - means a medical practitioner appointed by Archery Australia.
20. **Member** - means a Registered Affiliate of Archery Australia as detailed in the Constitution.
21. **National Anti Doping Organisation** – means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, the conduct of hearings, at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee.
22. **NHC** - means National Head Coach.
23. **NHPS** – means 2013-16 Archery Australia National High Performance Structure
24. **Team Official** – means any person elected or appointed to any position with Archery Australia or otherwise employed by Archery Australia.
25. **Privacy Policy** – means the Privacy Policy published and available on the Archery Australia website from time to time ([www.archery.org.au](http://www.archery.org.au)).
26. **Rules** – means the Rules of Archery approved by the Archery Australia Board or issued by World Archery.
27. **Sponsor** – means a sponsor of Archery Australia.
28. **Team** – means any team of athletes, coaches officials or appointed support staff.
29. **Team Manager** – means the person appointed by Archery Australia to have overall management and responsibility of the Team.
30. **Team Uniform** – means the official uniform of Archery Australia and the Team as determined by Archery Australia from time to time.
31. **Training Camp** – means a training camp organised by Archery Australia from time to time for the team.
32. **WA** - means World Archery, the International Archery Federation or FITA

**33. You** – means the Team Member who's name appears on the first page of this Agreement and having signed and submitted Schedule 1. **Your and Yourself** - have the same meaning.

### **3. BEHAVIORS OF A HIGH PERFORMANCE PROGRAM**

The following is a guide to the professional standards required from each athlete in the AA High Performance Program and National Team. Its purpose is to give athletes an overview of the professional standards requirement to be an athlete in the AA High Performance Program and National Team.

The AA Board, High Performance Staff, National Team Officials and Administration Staff are all doing their utmost to ensure that all athletes have a long-term success and are able to achieve their archery potential.

AA regards highly all athletes in the High Performance Program and in return expects a high degree of personal integrity and competence. This by nature includes areas of personal conduct and behaviour as well as athletes endeavours and determination to succeed.

This document will assist players to understand the expectations of AA on athletes in the NHPS and National Team.

Be assured AA will do whatever it can to assist all athletes to become the best competitors they possibly can be. This will reflect positively on the athlete and AA as a whole.

#### **COACHING STAFF TRADEMARK**

- Planning
- Excellence
- Respect
- Forward
- Effort
- Challenge
- Team

#### **COACHING STAFF BEHAVIOURS**

The coaching staff will endeavour to;

- Continue to learn
- Be at the cutting edge of coaching practice
- Demonstrate consistent behaviour
- Be well prepared and plan thoroughly
- Believe in the process
- Be clear and decisive
- Strive for success

The coaching staff will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed;

- Fairness
- Maturity
- Personal Integrity
- Commitment to Coaching

- Commitment to AA

#### **TEAM TRADEMARK**

- Perfection
- One direction
- Winning in mind
- Effort – 100%
- Rewards Replicates effort

#### **TEAM BEHAVIOURS**

- Selfless
- Responsible for other team members
- Honesty
- Excellence

#### **UNACCEPTABLE BEHAVIOUS**

- Short cuts, not giving 100%
- Dishonesty
- White anting
- Disrespect of fellow athletes, coaches and AA
- Breaching this team agreement
- Undermining or effecting the performance of fellow athletes

The team and squad will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed:

- Fairness
- Maturity
- Personal Integrity
- Commitment in achieving personal best
- Commitment to AA

#### **4. INTRODUCTION**

- 4.1 This agreement sets out the terms and conditions governing your selection into the Shadow Squad and National Teams.
- 4.2 You agree:
- a) That your membership of the Shadow Squad and National Team and the benefits associated with such membership are conditional upon you signing this Agreement and complying with its terms and conditions, and
  - b) To be bound by and to comply with this Agreement.
- 4.3 This Agreement commences on:
- a) The date at which you sign and date a copy of this Agreement from you, referred to as the "Commencement Date".
- 4.4 This Agreement starts on the Commencement Date and concludes on 31<sup>st</sup> December 2014 at 5pm subject to your compliance with this agreement and NHPS and National Team standards and conditions.
- 4.5 For the avoidance of doubt, this Agreement applies to you as a Shadow Squad and/or National Team member including your compliance with NHPS guidelines, Shadow Squad and National Team activities, including Training Camps and lead up events.

#### **5. CONDITIONS OF TEAM MEMBERSHIP**

- 5.1 You acknowledge that your membership of the Shadow Squad and National Team/s and continued membership of the Shadow Squad and National Team/s, is at the discretion of AA and conditional upon;
- a) You signing and returning to AA the cover page of this Agreement and the form set out in Schedule 1;
  - b) Your parents or legal guardians, if you are under 18 years of age, must sign and return to AA the form set out in Schedule 2;
  - c) AA has consented in writing to you being a member of the Shadow Squad and based on your performances selected for a National Team;
  - d) You comply with Shadow Squad and National Team requirements;
  - e) You, not at any time having been convicted of, or charged with, any serious offence involving alcohol or drugs, violence, or any sex offence which is punishable by imprisonment unless you have previously disclosed the offence in writing to Archery Australia;
  - f) You not at any time having been engaged in conduct which is or is not publicly known and in the absolute discretion of AA breach this Agreement, AA Member Protection Policy and would be likely to bring you, AA, the Team or the sport of Archery into disrepute or controversy unless you have previously disclosed the offence in writing to AA and AA has consented in writing to you being available for selection in the Team;
  - g) You have satisfied the eligibility criteria for the Shadow Squad and selection for a National Team.

- 5.2 You acknowledge that if you fail to comply with Clause 5.1, AA may terminate your membership of the Shadow Squad and National Team and subject to the disciplinary procedures set out in this Agreement.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Rules

- a) You must comply with AA Rules, Constitution and By-Laws
- b) You must comply with the World Archery Rules, constitution and By-Laws
- c) You must comply with the AA Code of Conduct and AA Member Protection Policy and other associated policies all available on the AA website [www.archery.org.au](http://www.archery.org.au)
- d) Conduct yourself so as to obtain and maintain your best possible standard of mental, physical fitness and health to perform to the highest possible standard when you are a Shadow Squad and National Team Member, including AA training camps and carry out your duties to the Team to the best of your ability.
- e) Not in AA's sole opinion, be involved in, nor persist with, any conduct, activity or situation that may;
  - a) Harm AA or its name or reputation;
  - b) Harm the name of any sponsor;
  - c) Harm or interfere with AA contractual relationships with, or obligations to any sponsor;
  - d) Bring you, the team, team members, AA or a sponsor into disrepute, contempt, controversy, scandal or ridicule;
  - e) Offend public opinion or the sensibilities of any group.
- f) Not at any time be convicted of, or charged with, any offence involving alcohol, drugs, violence child abuse, sex or which is punishable by imprisonment;
- g) Not, by your acts or omissions, engage or participate in;
  - a) Direct and indirect discrimination;
  - b) Harassment;
  - c) Vilification; or
  - d) Child abuse; and
- h) Honestly and fully disclose and continue to disclose any information to AA concerning any matter arising in relation to your compliance with this Agreement, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

### 6.2 Behaviour

All Shadow Squad and Team Members must conduct themselves in a manner fitting of an athlete representing their country and sport ensuring their behaviour does not bring themselves, Archery, AA, World Archery, RGB or Club or other athletes into disrepute, contempt, controversy, scandal or ridicule or affect the performance of any other athlete in the Team.

You must conduct yourself in accordance with the following values:

- (a) Attitude – My positive attitude is essential to overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.



- (b) Sportsmanship – I recognise that sport is greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.
- (c) Pride – pride drives me when the temptation to settle for something less. I am proud to have been chosen to represent our country.
- (d) Individual responsibility – I alone am responsible for my performance but I will be generous in acknowledging the support of others.
- (e) Respect – I respect sport, the efforts of my competitors, my team mates and officials. I respect Australia and our archery past.
- (f) Express – I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour.

6.3 You agree to comply with any written directions, not inconsistent with this Agreement, made by AA, High Performance Staff or a Team Official in relation to the control, management, administration and operation of the Shadow Squad and National Team and provided to you by AA, High Performance Staff or Team Officials and sent to your email address provided by you on the first page of this Agreement or otherwise notified to AA in writing.

6.4 You agree that your obligations under this Agreement will bind your heirs, executors, assigns and personal representatives.

6.5 Your behaviour includes though is not limited to the following;

- a) Any behaviour deemed contrary to this code or the standards set by AA, High Performance Staff or Team Officials during training, competition, training camps, domestic or international travel or non competition activities whilst on tour.
- b) You must be punctual and always in the appropriate uniform for all competition and schedule training sessions and other planned meetings or functions.
- c) You must afford all Shadow Squad and National Team members the utmost respect for their rights, act professionally at all times including the period after you have finished competing.

## **7. ARCHERY AUSTRALIA's OBLIGATIONS**

7.1 AA will provide you with:

- a) Administrative support, as determined appropriate by AA from time to time, to enable your participation at the Team Event;
- b) Support as detailed in the NHPS;
- c) Public relations and media advice, as determined appropriate by AA from time to time; and
- d) For National Teams, Team Uniform, training and competition apparel and any other items of clothing as determined appropriate by AA from time to time.

7.2 AA will provide you with what it considers in its absolute opinion to be reasonable personal injury, loss and travel insurance for the duration of your time as a Shadow Squad and National Team Member.

## **8. USE OF TEAM MEMBERS IDENTITY**

8.1 You acknowledge that AA has and will continue to obtain sponsorship from organisations wishing to support the Shadow Squad, National Team and AA; Team Members are required to assist AA in the promotion of these sponsors.

8.2 To give effect to Clause 8.1, you agree to allow:

- a) AA to utilise your identity;
- b) Allow sponsors to utilise your identity to promote their association with AA subject to the sponsor not being a competitor of your personal sponsor.

8.3 You acknowledge that you do not have any rights, including intellectual property and moral rights, to any advertisement, promotion or document produced under this Agreement by AA which uses your identity.

## **9. ALOCHOL**

The AA Responsible Use of Alcohol policy applies to all Shadow Squad and National Team activities including but not exclusive to camps, domestic and international competitions including travel.

- a) If underage you will adopt a zero tolerance policy for the consumption of alcohol while a member of the Shadow Squad or National team. You also when travelling on a youth team regardless of age will comply with the zero alcohol policy.
- b) You will at all times act in accordance with the laws of Australia and other countries you visit (e.g. age restrictions) with regard to the consumption of alcohol.
- c) You will be expected as a responsible Shadow Squad and National Team member by reinforcing responsible attitudes and behaviours regarding the consumption of alcohol amongst all team members.
- d) You understand as a Shadow Squad and National Team member of an appropriate age (regarding each countries laws) that it has been deemed acceptable to consume no more than two alcoholic drinks with dinner at the team members personal cost.
- e) In line with Clause d) you undertake to accept the direction of High Performance Staff or Team Officials when requested to stop consuming alcohol.

## **10. COMPETITION, EVENT, DISPLAY AND TRAINING**

- a) You will follow the instructions issued by and the discretion afforded to High Performance Staff or National Team Officials when a member of a team.
- b) You will attend all training sessions unless previously arranged with High Performance Manager, National Coach or National Team Officials.
- c) You will immediately notify the High Performance Manager or National Team Officials of any injury or illness whilst a member of the team. If required, you will be required to give permission to your nominated health professional to disclose confidential information to the High Performance Manager or National Team Officials that is relevant to your illness or injury. You will be prepared to undertake additional medical assessment or treated as agreed with your nominated health professional and the High Performance Manager or National Team Officials.

- d) You acknowledge that in the lead up to and during competition you will not take part in activities that may cause or aggravate an injury or illness, which will prevent you from competing to the best of your abilities.
- e) You agree to maintain appropriate personal hygiene for the duration of the tour.
- f) You may not participate in any archery competition, event, display, training or media activity, which is not sanctioned by AA. Such participation may be a breach of this Team Agreement and Code of Conduct, AA constitution and AA Copyright and you may face sanctions including expulsion from the team.

## **11. MEDIA**

- a) You agree not to make public comments about AA, NHPS, Shadow Squad, National Team Members or National Team Officials without first gaining permission from Archery Australia, the High Performance Manager or National Team Officials.
- b) You agree to ensure that AA and the High Performance Manager are made aware of any media or sponsor commitments.
- c) You, unless requested by AA or the High Performance Manager or National Team Officials to do so, will not make any comment to media or on social networking sites (Facebook, Twitter Forums etc) in relationship to any aspect of AA or High Performance Staff, NHPS, Shadow Squad, National Team Selection Criteria, National Team selection, the National Team or any other athlete.
- d) You are not restricted from commenting to the media on any aspect of your personal training, performance or on a particular competition.
- e) You acknowledge that your obligations under this Agreement survive the Term of the Agreement.
- f) You by agreeing to this document agree to provide AA with consent to use your image and profile for marketing purposes or other associated avenues for the positive promotion of archery.
- g) You agree to make yourself available to AA for promotional purposes at mutually agreeable times.
- h) You shall not allow your name, image, past performances or inclusion in the Shadow Squad or National Team to be used for the promotion of individuals and organisations not sanctioned by AA or WA.

## **13. SOCIAL MEDIA/BLOGGING**

- 12.1 For the purposes of this Clause 12 Social Media and a “blog” is a type of website, or a webpage on a website, where entries are made (such as in a journal or diary), usually displayed in a reverse chronological order and includes without limitation websites such as MySpace, Facebook and Twitter or public forums.
- 12.2 Shadow Squad and National Team Members must only post Shadow Squad or National Team content on Social Media or a blog where they own all rights in relation to the content, and that content must be confined solely to the Shadow Squad or Team Member’s own personal Shadow Squad or National Team-related experience.
- 12.3 Without limiting the generality of Clause 12.2, Shadow Squad and National Team Member posting on Social Media or blogs should take the form of a diary or journal and should not contain any interviews with, observations of, or stories about, other Shadow Squad or National Team Members. That is, a National Team member may, in describing his or her own team-related experiences, include descriptions of or accounts of conversations with other Team Members, however the Team Member may not post content such as commentary, speculation or opinion about such other Team Members.

- 12.4 Shadow Squad or National Team Members should not disclose on Social Media or in a blog any information that is confidential or private in relation to any third party, including without limitation information, which may compromise the security, staging and organisation of the Shadow Squad or National Team activities, any other Shadow Squad or Team Member, or the privacy of any other Shadow Squad or National Team Member.
- 12.5 Shadow Squad and Team Member posting on Social Media and blogs should at all times conform to the values set out in Clause 6.2, be dignified and in good taste, and not contain vulgar or obscene words or images.
- 12.6 Shadow Squad and National Team members shall not include any Shadow Squad or National Team content on a Social Media posting or blog without AA's written permission, such permission to be on the condition that the Shadow Squad or National Team member comply with this Clause 12 and any other rules set by AA relating to Shadow Squad or National Team content.
- 12.7 Shadow Squad and National Team Member content on Social Media and blogs must not include any still pictures of Team Content without AA written permission unless the still picture is of that Shadow Squad or National Team Member only and does not contain any sporting action of the Event and is otherwise used in accordance with this Clause 12.
- 12.8 Shadow Squad and Team Members are responsible for obtaining consent from any other persons appearing in any still or moving images posted on Social Media or a blog.
- 12.9 Shadow Squad and Team Members must not include any commercial reference in connection with Shadow Squad or National Team content posted on Social Media or a blog. Specifically, no advertising or sponsorship (such as brands) may be visible on a Shadow Squad or Team Member's posting on Social Media or a blog at the same time as Shadow Squad or National Team content.
- 12.10 Shadow Squad or Team Members must not post Shadow Squad or National Team content on Social Media or a blog on a website controlled by a third party that is, or is likely to be regarded as, a competitor of AA or a AA sponsor.
- 12.11 Shadow Squad or Team Members must not permit any third party to reproduce or use Shadow Squad or National Team content that has been posted on Social Media or that Team Member's blog, to promote the third party's goods and/or services, and must take all reasonable steps to prevent such conduct.
- 12.12 Subject to Clause 12.10, Shadow Squad or National Team Members posting Shadow Squad or National Team content in accordance with this Clause 12 must include a hyperlink on Social Media or the blog to AA's website, [www.archery.org.au](http://www.archery.org.au)
- 12.13 Shadow Squad and National Team Members acknowledge that AA is not liable for any content placed by a Shadow Squad or National Team Member on Social Media or a blog or the internet, irrespective of whether the Shadow Squad or National Team Member obtained AA prior written consent or complied with this Clause.

### **13. RESTRAINT OF TRADE**

- 13.1 You acknowledge and agree:
  - a) That this Agreement restricts your absolute freedom to exploit your identity, person and performance at the Event; and
  - b) That such restrictions are necessary and reasonable in the public interest and the interest of AA, its name, identity and reputation and for the purposes of protecting AA sources of income, marketing and fundraising, from which Shadow Squad or National Team Members receive benefit and which are necessary to fund:

- i) AA teams;
- ii) AA operations;
- iii) The future development and participation of the sport.

#### **14. EXPENSES**

- 14.1 You acknowledge that you will be required to pay any expenses incurred that are not otherwise covered by AA within fourteen days of being invoiced.

#### **15. TEAM UNIFORM/EQUIPMENT**

- 15.1 You agree to wear the Shadow Squad or National Team uniform provided to all training and competition sessions or as directed by High Performance Staff or National Team Officials.
- 15.2 Shadow Squad and National Team Members will be entitled to retain possession of the Shadow Squad and National Team Uniform provided the following conditions are observed:
- a) Team Uniform or any part of it will not be used for any commercial purposes without the prior written permission of AA. This includes without limitation public sale of an item of the Shadow Squad or National Team Uniform through any means, including internet sites such as eBay.
  - b) Shadow Squad or Team Members will not permit, and will not allow third parties, to use the Shadow Squad or National Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale without the prior written permission of AA, which AA may give or withhold at its absolute discretion and on such conditions as it considers appropriate.
  - c) You shall not participate, compete, take part or be involved in any way in any archery competition, event, display, training or media activity using any archery equipment including uniform and intellectual property (covered by AA Copyright) which has been provided and arranged by AA as part of your inclusion in the NHPS, Shadow Squad or National Team, unless that competition, event, display, training or media activity has been sanctioned by AA and you have received from AA in writing prior approval.

#### **16. ANTI DOPING**

- 16.1 You agree to make yourself available and you will comply with all directions in relationship to Anti Doping and Drug Testing.
- 16.2 You agree to comply with AA, ASADA, WADA and World Archery Anti Doping policies and procedures.
- 16.3 You agree to inform AA immediately if you believe you may have breached these policies and procedures.
- 16.4 You agree to inform AA in confidence of any medications that you maybe taking and to ensure the appropriate TUE forms are completed and lodged.
- 16.5 You agree to undertake and make yourself available for any Anti Doping training arranged by ASADA, AA or WA.

#### **17. ANTI BETTING AND MATCH FIXING**

- 17.1 You agree to undertake and make yourself available for any Anti Betting and Match Fixing training and testing and provide a copy of the certificate of completion of any training.

- 17.2 You agree to comply with Archery Australia Policy and Federal Government, State Government and International laws regards Anti Betting and Match Fixing.

## **18. MEDICAL INFORMATION**

- 18.1 This Clause 17 does not apply in relation to testing for drugs, stimulants or other prohibited practices insofar as these matters are covered by Clause 16 above.
- 18.2 You acknowledge that if you have an existing medical condition or dietary requirement, prior to Shadow Squad activity or National Team departure you must advise the High Performance Manager or National Team Officials and complete the Medical Declaration form available from the AA website [www.archery.org.au](http://www.archery.org.au) and submit to the High Performance Manager or National Team Officials. This form will be kept confidential and destroyed after the team returns.
- 18.3 You acknowledge that in the event of an accident or illness you authorise National Shadow Squad or National Team Officials to obtain such medical treatment, as the Shadow Squad or National Team Officials, on appropriate advice, consider necessary or desirable. Such treatment may, where a duly qualified Medical Practitioner advises the Shadow Squad or National Team Officials is necessary, include consent by the Shadow Squad or National Team Officials on behalf of you to operative and associated intervention.

## **19. PRIVACY POLICY**

- 19.1 You acknowledge and agree that AA may collect personal information from or about you from third parties, including personal, health, medical or biological information and any information about compliance with your obligations under this Agreement.
- 19.2 You acknowledge and agree that if a third party provides information to AA about you, or represent you in dealings with AA, and then AA has your permission to disclose your personal, health, medical or biological information to that third party.
- 19.3 Notwithstanding this Clause 18, AA will comply with the Privacy Act 1988 (Cth), the National Privacy Principles in Schedule 3 of that Act and the AA Privacy Policy with respect to the collection, use, disclosure, access and storage of your personal information.
- 19.4 The AA Privacy Policy is published and available on the AA website [www.archery.org.au](http://www.archery.org.au).
- 19.5 You consent to AA collecting, using, disclosing and storing your personal information and sensitive information in accordance with the Privacy Policy and this Agreement.

## **20. SPONSORS**

- 20.1 You agree to advise AA of any sponsorship commitments including the provision of any archery equipment that you have entered into.

## **21. REPORT**

- 21.1 As a member of a National Team you agree that within two weeks of the team's return to Australia you shall provide a report to the AA High Performance Manager on your performance and on the performance of the Team Officials.

## **22. GOVERNING LAW AND JURISDICTION**

- 22.1 You acknowledge the law of New South Wales governs this Agreement.

## **23. SHADOW SQUAD OR NATIONAL TEAM MEMBERSHIP DISCIPLINE PROCESS**

- 23.1 You acknowledge that if you breach this agreement or act in any way that affects your performance or the performance of a team member you will face sanction under this agreement.
- 23.2 You acknowledge the level of breach will be categorised in one of the three categories by High Performance Staff or Team Officials. The reasoning behind the categories is to use the outcome of the breach rather than the action to determine the seriousness of the infringement.

### **Level 1**

A level 1 breach is determined when the Shadow Squad or National Team member's actions have not brought the sport into disrepute nor affected their Shadow Squad or National Team mates but the outcome of the individuals actions have not been seen to be in the spirit of the team and this Agreement.

### **Level 2**

A level 2 breach is determined when the Shadow Squad or National Team member's actions have not brought the sport into disrepute but the outcome of the individuals actions have affected another Shadow Squad or national Team members performance in a negative fashion.

### **Level 3**

A level 3 breach is determined when the outcome of the Shadow Squad or national Team member's actions are of a serious nature that has brought the sport into disrepute and/or effected their own or other Shadow Squad or National Team members performance and are contrary to this Agreement.

## **24. ACTION ON A BREACH OF THIS AGREEMENT AND THE CODE OF CONDUCT**

Where, after due consideration of any submission by you, High Performance Staff or Team Officials are of the opinion that the Athlete is in breach of this Agreement and Code of Conduct the Team Official may apply the following sanctions:-

### **Level 1 Breach**

- Issue a verbal warning by High Performance Staff or National Team Officials
- High Performance Staff or Team Officials will provide a formal report to the AA Board where the incident will be noted on your file for future reference.

### **Level 2 Breach**

- Issue a formal written warning by High Performance Staff or National Team Officials followed by a formal report to the AA Board where the incident will be noted on your file for future reference.
- Attend a formal meeting with Shadow Squad or National Team members affected, where you will be required to formally apologise for your actions to the team members affected.
- The AA Board may impose a fine of up to \$500.00

### Level 3

- Terminate your membership of the Shadow Squad or National Team
- Exclude you from further participation in the Event
- Require that you return to Australia forthwith (travel) arrangements to be made by the Team Officials
- Cancel or impound your Event identity card.
- Invoice you for expenses incurred
- Formally report the incident to the AA Board where the incident will be noted on your file for future reference.
- The Board may impose a fine of up to \$1000.00

You acknowledge that the AA Board has the right to impose further penalties depending on the severity of the breach of the agreement.

NOTE – Any fines will be withheld from any grants or team funding you will be eligible to receive.

You acknowledge that AA will maintain a record of any breach's and penalties imposed for a period of three (3) years. Such breaches and penalties may be considered in regard of future team selection.

### **25. DISPUTE RESOLUTION**

- 25.1 You acknowledge that any dispute arising from disciplinary action shall be dealt with by High Performance Staff or National Team Officials in the first instance.
- 25.2 You acknowledge you have the right to appeal such action to the AA Appeals Committee within 14 days of the return of the Team to Australia. The matter may be referred to the AA Appeals Committee by the Athlete or the Team Officials.
- 25.3 You further acknowledge that if either party is not satisfied with the outcome, the matter may be referred to the Court of Arbitration for Sport (NSW).

### **26. NO EMPLOYMENT**

- 26.1 You acknowledge that this Agreement is not an employment agreement and that you are not employees of AA simply by virtue of being bound by, and complying with, this Agreement.

### **27. SEVERABILITY**

- 27.1 If a provision of this Agreement is invalid or unenforceable:
- a) The provision is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
  - b) That fact does not affect the validity or enforceability of the remaining provisions of this Agreement.

### **28. RELEASE AND INDEMNITY**

- 28.1 You hereby agree to release AA from any liability whatsoever towards you, except any liability:
- a) Which cannot be excluded by statute or any other law; or



b) Arising as a result of AA's negligence.

28.2 You hereby agree to indemnify AA from all claims, losses, damages, costs and proceedings of any kind, which may be made against AA in any way arising out of or in connection with your breach of this Agreement.

## **29. ALTERATIONS**

29.1 This Agreement may NOT be amended by any parties.

## **30. MINORS**

30.1 You, if under the age of 18 years, acknowledge that this Agreement is for your benefit and that your selection as a Shadow Squad or National Team Member is conditional upon your parents or guardians submitting the signed consent set out in Schedule 2.

30.2 If, notwithstanding your acknowledgement that this Agreement is for your benefit, you purport to repudiate this Agreement:

- a) Before the commencement of an Event – then you acknowledge and agree that your membership of the Shadow Squad or National Team will automatically terminate upon repudiation; and
- b) After the commencement of the Event – then the repudiation will be of no effect unless confirmed by a court of competent jurisdiction.

## Schedule 1 Acknowledgment of Agreement

I, \_\_\_\_\_ acknowledge that membership of the Shadow Squad or National Team is an honour and a privilege and that membership of the Shadow Squad or National Team is subject to my absolute compliance with the terms of the Agreement to which this Schedule is attached.

I acknowledge that my membership of the Shadow Squad or National Team and the benefits and entitlements associated with such membership, are conditional on my signing this Agreement and compliance with the terms and conditions set out in this document and I confirm:

1. I am an Australian citizen;
2. I am eligible to represent Australia and comply with World Archery Eligibility code;
3. I am a current financial member of AA;
4. I acknowledge that I have read this Agreement and that I am aware that it creates a legally binding relationship between me and AA;
5. I understand that I will not be selected for the Shadow Squad or may have my National Team membership terminated if I fail to satisfy the conditions set out in Clause 5 of this Agreement;
6. I understand the nature and extent of my obligations and the restraints imposed upon me by the Agreement;
7. I agree to comply with this Agreement if I am selected by AA for the Shadow Squad or National Team;
8. I consent to AA using my personal information, sensitive information and health information as defined under any applicable State, Territory or Commonwealth laws in accordance with the Agreement;
9. I am aware that I may access my personal information, sensitive information and health information as held by AA at any time;
10. I agree to contact AA immediately if I change my personal information, sensitive information and health information as held by AA.

For ATHLETE on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Name of Team Member

\_\_\_\_\_  
Signature of Team Member

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Return form to –

Archery Australia High Performance Manager  
P.O. Box 54, Panania NSW 2213 or Fax 02 9772 2749



## Schedule 2 Parent/Guardian Consent for Minors

I/We are the parents/guardians of, \_\_\_\_\_ (the Shadow Squad or National Team member) and acknowledge (and if more than one, jointly and severally acknowledge) as follows:

1. That the Shadow Squad or National Team member is under the age of 18 years at the date of signing Schedule 3 of this Agreement;
2. I/We have read and understood the terms of the Agreement and have fully explained the terms of the Agreement to the team member;
3. I/We have had the opportunity to obtain independent legal advice in relation to the terms of the Agreement;
4. The Shadow Squad or National team member has read the Agreement and, together with the benefit of our explanation of its terms, understands the terms;
5. The Agreement is for the benefit of the Shadow Squad or National team member;
6. The Shadow Squad or National Team member's membership to the Shadow Squad or National Team may be terminated or he/she may be subject to discipline set out in Clause 7 of the Agreement in the event of any breach;
7. I/We guarantee the Shadow Squad or National Team member complete and punctual performance of the Agreement, including in respect of any release or indemnity in the Agreement provided by the team member in favour of any person;
8. I/We agree to comply with the Parent/Guardian Code of Conduct;
9. This consent is granted by the laws of NSW.

For ATHLETE under 18 years of age on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Return form to – Archery Australia  
P.O. Box 54, Panania NSW 2213 or Fax 02 9772 2749  
Email [info@archery.org.au](mailto:info@archery.org.au)