

TEAM SOUTH AFRICA CYCLIST & TEAM OFFICIAL AGREEMENT

Between

NAME OF CYCLIST / TEAM OFFICIAL:

ID NUMBER:

PASSPORT NUMBER:

PORTFOLIO OF TEAM OFFICIAL:

UCI CODE:

RSA LICENSE NUMBER:

And

CYCLING SOUTH AFRICA (CYCLINGSA), the National Cycling Federation of South Africa, fully affiliated to the CAC (African Cycling Confederation), UCI (International Cycling Union) and SASCOC (South African Sport Confederation and Olympic Committee)

Selection to participate in the _____, as a member of Team South Africa is conditional on you entering into the following agreement and observing all its terms and conditions. Read the agreement carefully so as to understand it and the consequences flowing from any breach of its terms and conditions.

PLEASE COMPLETE, INITIAL EACH PAGE, SIGN & RETURN THE ORIGINAL AGREEMENT TO:

Cycling South Africa

PO Box 271

Tableview

7439

Queries: info@cyclingsa.com / 021-5571212

TERMS & CONDITIONS

1. DURATION

This agreement shall commence on the date on which it is signed by the party signing last in time, being CYCLINGSA and shall apply for the period stipulated below, unless terminated earlier by CYCLINGSA as provided for herein.

2. NO EMPLOYMENT

This agreement is not an employment agreement and does not constitute the Cyclist or Team Official as an employee of CYCLINGSA.

3. ARTICLES OF ASSOCIATION OF CYCLINGSA

The direction of and authority over the Team are vested in CYCLINGSA, the powers of which are set out in its Articles of Association. The Cyclist or Team Official agrees to comply with the Articles of Association of CYCLINGSA and the Code of Conduct as set out herein.

4. PRECEDENCE

As CYCLINGSA in collaboration with the Event Organizer is solely responsible for the accreditation of participants from South Africa at the Event, the Cyclist or Team Official agrees that this agreement has precedence over any other agreement which the Cyclist or Team Official has with his/her National Federation and/or a Sponsor (-s). In the case of manufacturer branded training and competition wear, refer Clause 10.

The Cyclist or Team Official declares that he/she is not aware of any contractual or other legal impediment outside those documents and agreements lodged with Cycling South African and / or the UCI , which may prohibit or adversely affect the performance by the Cyclist or Team Official of all his/her obligations under this Agreement.

5. ELIGIBILITY FOR SELECTION & PARTICIPATION

The Cyclist or Team Official acknowledges and agrees that his/her selection to and continued participation in the Team is conditional upon him/her complying with his/her CYCLINGSA's and the UCI's selection and qualification criteria and the Cyclist or Team Official declares that he/she has duly complied herewith.

The Cyclist accepts that it is a condition of entry to compete at the Event, to be a citizen of South Africa. The Cyclist or Official thus warrants that he/she currently holds a valid South African passport. The Cyclist or Team Official warrants that the passport he/she holds is valid for the full period of his/her travel with the Team as well as an additional 6 months upon his/her return to South Africa.

The Cyclist or Team Official undertakes to comply with all the applicable rules and regulations of CYCLINGSA, the UCI and the World Anti-Doping. The Cyclist or Team Official declares that he/she is not currently under suspension or disqualification by SRSA, CGF, CYCLINGSA, and the UCI or under investigation by any Anti-Doping Agency inclusive of WADA & SAIDS.

6. BENEFITS

As a member of the Team, the Cyclist or Team Official will receive the benefits set out in the Benefits Appendix hereto. The Cyclist or Team Official acknowledges and agrees that he/she shall have no other claim against CYCLINGSA, and/or the Sponsors of the Team for the payment of any remuneration (whether monetary or in-kind) for the performances by him/her of his/her obligations under this agreement.

7. TRAVEL TO & FROM THE EVENT

The Cyclist or Team Official shall travel to and from the Event upon the dates and in the manner determined by CYCLINGSA.

8. ACCOMMODATION AT THE EVENT

The Cyclist or Team Official shall reside in the hotel arranged and approved by CYCLINGSA, for the full period and in the manner determined by CYCLINGSA.

9. CONDUCT

The Cyclist or Team Official, on his/her appointment as a member of Team South Africa:

- a) shall observe and comply with all reasonable directions of CYCLINGSA, the Manager of the Team or any other person duly authorised by them;
- b) complete any security and accreditation documentation by the date and in the form requested by the Event and CYCLINGSA and continue to hold such accreditation received from the organizer during the Event;
- c) familiarise him/herself and comply with any rules of the Event,
- d) including any Event or Event Village Code of Conduct in force from time to time
- e) be held responsible to pay the total cost of damage he/she may cause to any property at the Event or Team Hotel , competition or training venues (subject to being found guilty);
- f) observe and comply with the rules applicable to his/her participation in the Event and his/her accommodation;
- g) conduct him/herself at all times in a proper and dignified manner so as not to bring him/herself, CYCLINGSA, the Event Organizer, SRSA (Department of Sport & Recreation), CAC, the UCI, SASCOC, Team South Africa or any other member thereof into public disrepute or censure and to the absolute satisfaction of CYCLINGSA and/or the Manager of the Team;
- h) not make, comment, issue, authorise, offer or endorse any public criticism or statement designed to have a prejudicial effect on him/herself, CYCLINGSA, the Event Organizer, SRSA, CAC, the UCI, SASCOC, Team South Africa and/ or any other member thereof, be that on any public or private forum inclusive of personal Twitter, MySpace, Facebook and / or any other social forums;

- i) and conduct him/herself so as to obtain and maintain his/her best possible fitness and health in order to perform his/her duties to the Team to the best of his/her ability.

10. TEAM OUTFITTING & DRESS CODE

The Cyclist or Team Official shall comply with the dress code determined by CYCLINGSA, including, but not limited to, the wearing of the recognised apparel (leisure and competition) as supplied by CYCLINGSA for each member of the Team. No Cyclist or Team Official will be allowed to wear any items of clothing branded by any sponsor other than the approved sponsors of the Team, except in the case where apparel has not been supplied. In the case of training and competition wear, due recognition is given to the regulations of the UCI, CAC regards UCI registered riders. No restrictions are imposed on the Cyclists' free choice in terms of the use of manufacturer branded footwear or other items of branded 'technical equipment'.

11. ANTI-DOPING

The Cyclist or Team Official agrees:

- a) The Cyclist or Team Official acknowledges that the World Anti-Doping Agency's (WADA) Code & International Standards, will apply for the Event
- b) to observe and comply with the anti-doping provisions referred to in Clause 11.a) above;
- c) to observe and comply with any other anti-doping testing rules and/or procedures formulated by CYCLINGSA and the UCI for participation in the Event;
- d) not to use, attempt to use, have in his/her possession, attempt to have in his/her possession, traffic or attempt to traffic in any prohibited substance or drugs listed as illegal by the laws of South Africa or the hosting country and the regulations of the UCI.
- e) and The Cyclist or Team Official declares that at the time of signing this agreement he/she has not taken any of the prohibited substances contained in the list referred to in Clause 11.a) above.

12. MEDIA

The Cyclist or Team Official shall not during the duration of this agreement –

- a) be paid or receive any reward (whether monetary or in kind) for granting interviews;
- b) permit his/her name to be used as the author of any article or column appearing in the media without the written approval from CYCLINGSA and/or the Team Manager,
- c) enter into or carry out any contract, arrangement or understanding by which he/she will provide exclusive interviews to any element of the media relating to CYCLINGSA, the Event, his/her participation in the Event or the participation of any other member of the Team in the Event.
- d) Subject to the provisions of this agreement, the Cyclist or Team Official shall be entitled to comment to the media about his/her own personal performance, but shall not pass any comments whatsoever to the media about CYCLINGSA, the Event and/or the performance of any other member of the Team or of any competitor in the Event.

13. SPONSORSHIP & PROMOTIONS

The Cyclist or Team Official shall, during the duration of this agreement

- a) make him/herself available to attend publicity and promotional events arranged by the official sponsors of the Team (hereinafter referred to as the "Sponsors") and to provide such Sponsors with other appropriate exposure;
- b) not associate him/herself in any manner whatsoever with any products and/or services which are similar to or which compete with the products and/or services of the Sponsors, without the prior written consent of CYCLINGSA;
- c) not participate in any manner whatsoever in any promotional or other activities relating to the Event, except for those which have been arranged by CYCLINGSA and/or the Sponsors, without the prior written consent of CYCLINGSA;
- d) will permit CYCLINGSA to use his/her likeness and/or name to promote the Team's participation in the Event; and
- e) permit the Sponsors to use his/her likeness and/or name in their promotional or marketing activities, provided that such use of the Cyclist or Team Official's likeness and/or name is limited to his/her being part of the Team.

It is understood that in all cases, use of the Cyclist or Team Official's image, name, likelihood or other resemblance must respect the Cyclist or Team Official's individual rights and that, where relevant, the Cyclist or Team Official's approval has

been obtained. The Cyclist or Team Official acknowledges that the restraints imposed upon him/her in terms of Clause 13 above are reasonable for purposes of protecting the CYCLINGSA sponsorship revenue, which is necessary to fund the preparation of the Team and its participation in the Event.

14. INJURY & ILLNESS

The Cyclist or Team Official declares that as at the date of signing this agreement he/she is not suffering from any illness and/or injury that may impair his/her performance and undertakes to immediately notify CYCLINGSA in writing if he/she subsequently becomes ill, injured or contracts any disease. The Board of CYCLINGSA may terminate the Cyclist or Team Official's membership of the Team if, in the opinion of CYCLINGSA, any illness and/or injury and/or disease suffered by the Cyclist or Team Official:

- a) may impair the Cyclist's performance at the Event; or
- b) may pose a threat to the health of any other Team member or competitor in the Event.

The Cyclist or Team Official agrees to do everything reasonably necessary to achieve and maintain the level of health and fitness required to participate in the Event in order to strive for the highest honours.

15. MEDICAL RECORDS & TESTING

The Cyclist or Team Official hereby authorises any medical practitioner whom he/she has consulted at any time prior to or during the duration of this agreement, to provide details to CYCLINGSA of any illness, disease or injury which the Cyclist or Team Official may have suffered or any pre-existing medical condition which he/she may have. This information is

required solely to determine the Cyclist or Team Official's medical fitness to perform to the best of his/her ability in the Event or to assess the risk of preventing other Team members or competitors in the Event from performing to the best of their ability.

16. INDEMNITY

The Cyclist or Team Official agrees that CYCLINGSA shall not be liable to him/her in any circumstances for death, any injury, loss or damage of any kind whatsoever arising directly or indirectly from any omission (whether negligent or otherwise) by any person whoever connected with the Cyclist or Team Official's membership of the Team, his/her travel to and from the Event, his/her participation at the Event, or any disciplinary action taken against him/her by Event organizer, Event Officials or CYCLINGSA. The Cyclist or Team Official indemnifies CYCLINGSA from and against all claims, legal proceedings and costs whatsoever which may be taken or made against CYCLINGSA in conjunction with or arising out of death, any loss, damage or injury referred to in Clause 16 above. For the purposes of this clause, CYCLINGSA shall mean:

- a) CYCLING SOUTH AFRICA, its Members and /or Board of Directors;
- b) Team Manager, Team Support Staff, Commissaires, Coaches, Medical practitioners, Therapists and other members of the Team;
- c) The Local Organising Committee of the Event
- d) Any independent contractor or volunteer providing services to CYCLINGSA.

CYCLINGSA shall for the purpose of this clause be deemed to be acting as agent and trustee of and for the benefit of all persons and bodies referred to in Clause 16 above.

17. BREACH OF PROVISIONS OF THE AGREEMENT

Should the Cyclist or Team Official be in breach of any of the provisions of this agreement, all of which shall be deemed to be material, CYCLINGSA may at its discretion and as elaborated on in the Disciplinary Protocol:

- Terminate the Cyclist or Team Official's membership of the Team;
- Require the Cyclist or Team Official to leave the Event and to return home;
- Exclude the Cyclist or Team Official from competing at the Event;
- Request the Cyclist or Team Official's National Federation or authority to institute disciplinary action; and/or
- Instruct the Cyclist or Team Official to return any benefits granted.

18. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the law applicable in the Republic of South Africa but the Cyclist and Team Official fully understand agree to abide by the rules and regulations of the Hosting Organizer's Nation, Cycling South Africa, The UCI and WADA.

19. GENERAL

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future.

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this agreement and continue to be in full force and effect.

The Clause Headings in this agreement have been inserted for purposes of convenience and shall not be taken into account in the interpretation of this agreement.

CYCLIST & TEAM OFFICIAL AGREEMENT AS A MEMBER OF TEAM SOUTH

I, the undersigned, (Name of Cyclist/Team Official) representing Team South Africa as, with Residential Address

.....
(Hereinafter referred to as the "Cyclist or Team Official") hereby acknowledge and agree that my selection to participate as a member of Team South Africa (hereinafter referred to as "the Team") is conditional upon me entering into this agreement and observing all its terms and conditions as set out in this document.

Signed at onof 20....

(Signature of Cyclist/Team Official)

Signature of Witness

Witness Name: _____

CONSENT OF GUARDIAN (To be completed only if the Cyclist is under the age of 21 years)

I, the undersigned, being the legal guardian of the Cyclist, hereby consent to the Cyclist entering into this agreement.

Signed at onof 20....

(Signature of Parent)

Signature of Witness

Witness Name: _____

ACCEPTANCE OF THIS AGREEMENT BY CYCLING SOUTH AFRICA (also referred to as "CYCLINGSA"). We, CYCLINGSA, hereby acknowledge and agree that the Cyclist or Team Official's selection or appointment to and continued participation in the Team, is subject to the Cyclist or Team Official having entered into this agreement.

Signed at onof 20....

Name: _____

Signed by a Cycling South Africa

Designation: _____