

SLSSA Athlete & Management Agreement

Effective Oct 2019

Introduction

Athletes and team management need to be aware of their responsibilities to Surf Life Saving SA (SLSSA), stakeholders, sponsors, other members and the reputation of SLSSA.

This Agreement and associated requirements are put in place to assist members to recognise their obligation and to ensure that selection and touring processes are not disrupted by misunderstandings between SLSSA, competitors and coaches. The Code of Conduct contained within the Agreement reflects normal common-sense and will, if not maintained, reflect poorly on the individual, team management and SLSSA.

Upon selection to represent SLSSA, the cooperation of all members is expected as is a commitment to the team and to South Australia. Athlete and team management should carefully consider their position in meeting these requirements. A condition of selection will be the signed undertaking to abide by all aspects of this Agreement.

PRIVACY

These personal details are being collected by SLSSA for the purpose of selection of athletes and coaches to the Interstate teams. The personal information will be disclosed to the State Selectors for the purpose of selection. You have the right to access the information held about you by SLSSA.

BACKGROUND

This document sets out the terms and conditions that relate to the SLSSA representative teams. If you agree to the terms and conditions set out in this Agreement please sign and date the enclosed copy of this document where indicated and return the signed copy to SLSSA.

You will be required to comply with the conditions contained within this Agreement.

Once you have been offered and have accepted these terms (as an athlete or team member) the terms of the Agreement will be in force and you will be bound by the terms and conditions set out in it. If you have any doubts or queries about anything in this agreement you should contact SLSSA.

1. Definitions

I acknowledge and agree that in this Agreement, unless the contrary intention appears:

Agreement means this Agreement including the Schedules and any other document or materials referred to in the Agreement and incorporated by reference.

Athlete means a member of the SLSSA representative team.

ILS means International Lifesaving Federation.

SLSA means Surf Life Saving Australia Limited.

Team Management includes the Team Manager, Assistant Team Manager, Head Coach, Coaches, Selectors and such other Support Staff as may be appointed by SLSSA from time to time to assist in the management of the Team.

2. Other Agreements and Instructions

I acknowledge that this Agreement shall have precedence over any agreement I have with, or instructions I may receive from, any other person or parties including any sponsor of my Club, or any employer, manager, agent, consultant, adviser, coach or supplier of mine for the period of this agreement.

3. Period of Agreement

If I am selected to the SLSSA representative team and have specific obligations under this Agreement as a member of the SLSSA representative team, I acknowledge and agree that such obligations commence on the date on which my membership of the SLSSA representative team is advised to me by SLSSA and ends on the earlier of:

- (a) the date on which I return directly to my usual place of residence after the completion of the competition in which the SLSSA representative team is involved; or
- (b) the date on which I commence travel or undertake other commitments not directly related to my role in the SLSSA representative team; or
- (c) upon this Agreement being terminated under **clause 12**;

(referred to as “the Period of the Agreement”). I acknowledge and agree that my obligations as a member of the SLSSA representative team are constant and apply throughout the Period of the Agreement and that, if selected to a Team, my obligations as a member of that Team supplement such obligations.

4. Athlete Obligations

4.1 Team

As a selected Athlete, I undertake and agree during the period of the Agreement to:

- a) remain under the control, management and direction of the Team Management, or any person appointed by them and, to comply with all reasonable orders given by them, or any other duly appointed person;
- b) conduct myself in a proper manner to the absolute satisfaction of Team Management and, if I do not do so, I acknowledge that this Agreement may be terminated by SLSSA under **clause 12** and that I will automatically be withdrawn from the Team and be required to immediately leave the event and return to my usual place of residence;
- c) travel to and from the event upon the dates and in the manner determined and arranged by SLSSA (if applicable);
- d) stay in the accommodation determined and arranged by SLSSA during the event (if applicable);
- e) train and condition as per the instructions from the Team Management to enable me to compete;
- f) compete at the event;
- g) disclose immediately to Team Management any illness and/or injury that may prejudice my proper participation at the event;
- h) on the occasions prescribed by Team Management wear only the clothing issued by SLSSA or the competition organisers and to wear the uniform prescribed by SLSSA or the competition organisers for athletes at the event;
- i) not without the prior approval of Team Management and then only in the presence of the Coach or other appointed person, supply any information to the media, including social media for the purpose of use by or in the media whether spoken or written and that I will not without the prior approval of Team Management and or SLSSA conduct any interviews to the media or place information on social media platforms;
- j) attend all relevant training and other activities arranged by the Team Management and/or Head Coach, unless otherwise excused. This includes all group and individual activities arranged and detailed in the schedule of activities and events. These will be detailed in the schedule and will include such things as availability for SLSSA representative Team selection, commitment to SLSSA events and carnivals as well as Australian Championships.
- k) Attend media conferences, promotions, displays and other activities arranged by the organisers of the event if endorsed by Team Management unless otherwise excused;
- l) not consume nor encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering my growth or performance and to abide by the Anti- Doping Policy of SLSA and the ILS as amended from time to time;
- m) not consume alcohol or illegal drugs for the period, from the commencement of travel to the event until the end of this Agreement in accordance with **clause 3**, including when travelling to and from the event and during the event other than with the consent of Team Management;
- n) not participate in any type of demonstrations or propaganda whether political, religious, or racial or in any activity which would tend to reduce the reputation of SLSSA or bring the brand of SLS or the event into disrepute or public ridicule;
- o) not accept, give or be involved in any way in any inducement or bribe in relation to my performance in the event, or the performance of any other athlete at the event;
- p) supply my own competition equipment and craft to be used in the event (if applicable). Such equipment must comply with SLSA competition specifications and I will pay for any equipment freight expenses that may occur (if applicable).

- q) observe and comply with the rules, regulations and policies of the event and of behaviour as laid down, issued or determined by SLSA including SLSA's Code of Conduct; and
- r) to be a full financial member of the team, by paying or having sorted a payment plan for any/all invoice expenses by the due date (if applicable).

4.2 Ineligibility to compete

If my entry to the event is found to be ineligible under the rules and regulations of SLSA or ILS, I acknowledge this Agreement may be terminated by SLSSA under **clause 12** and that I will automatically be withdrawn from the Team and will be required to immediately leave the event and return to my usual place of residence or other location as approved by the SLSSA nominee.

If, in the opinion of Team Management and after consultation with an independent medical professional, I am unable to perform at the event to the best of my ability due to injury, illness or any other incapacity, I acknowledge that this Agreement may be terminated by SLSSA under **clause 13** and that I will automatically be withdrawn from the Team and may be required to immediately leave the event and return to my usual place of residence or other location as approved by the SLSSA nominee.

5. SLSSA's Obligations

For the period of the *Agreement*, SLSSA will:

- a) appoint Team Management;
- b) determine and supply SLSSA Teams with team clothing, to be worn as directed by Team Management

6. SLSSA Sponsors

I acknowledge that SLSSA may enter into agreements for commercial sponsorship of, and the provision of supplies to the Team. I therefore agree to:

- a) assist and cooperate with SLSSA and its sponsors and suppliers so that SLSSA's sponsors and suppliers may maximise their promotional benefits;
- b) be available as reasonably required by SLSSA for, and appear or participate in, SLSSA sponsors and/or suppliers advertising, promotions and marketing; and
- c) neither appear nor participate in any advertising, promotions or marketing for companies which are not SLSSA sponsors and/or suppliers, unless any such appearance or participation is in the normal course of my employment and is unrelated to my competitive performances.

7. Media

I understand that as a member of the SLSSA representative Team I am participating in lifesaving training and competition which is of state and national significance and agree:

- a) to be filmed, televised, photographed and otherwise recorded during activities and during competition at the nominated event to which I have been selected as a Team member, under the conditions and for the purposes authorised by SLSSA;
- b) to not act as a press attaché, journalist, or perform any of the functions of the media, without the express written permission of SLSSA; and
- c) that SLSSA owns all rights in the photographs taken in accordance with **clause 7 a)** and SLSSA has the right to reproduce such photographs.

8. Intellectual Property

I acknowledge that SLSSA owns all rights subsisting in copyright, trademarks, trade names, logos, designs, images (including photographs, video and film), service marks or performance rights relating to Team and my performances as a member of the Team.

9. Medical Information

I authorise any medical practitioner, sports scientist or therapist whom I have consulted during the twelve months prior to the commencement of the Period of the Agreement to provide details of any illness or injury which I have sustained or may sustain or of any pre-existing medical condition, to SLSSA when required by them. I understand that such information is required solely to determine my medical fitness to perform to the best of my ability as a member of the Team.

10. Drug Testing

I agree to provide a sample of my own urine and/or body fluid for analysis by a drug testing agency to determine whether or not I have taken or used prohibited drugs, stimulants or substances or used a prohibited method in breach of the Anti-Doping Policy of SLSSA. I acknowledge that if I am in contravention of the Anti-Doping Policy of SLSSA, this Agreement may be terminated by SLSSA under **clause 13** and that I will automatically be withdrawn from the Team and will be required to immediately leave the Academy activities or the nominated event and return to my usual place of residence. Sanctions may also be imposed depending on the outcome.

11. Insurance

I acknowledge that SLSSA has arranged Personal Accident and Public Liability Insurance for me whilst I am involved in any Team activities and during participation in the nominated event and that:

- a) details of such insurance held upon my behalf for Personal Accident and/or Public Liability will be made available upon my request;
- b) the levels of benefits provided under Personal Accident Insurance exclude Medicare medical expenses. In addition, the levels of benefits provided are not comprehensive and Team Management and SLSSA encourage competitors to take out Private Health Insurance;
- c) SLSSA liability and cover is limited by the extent of those insurances; and

12. Exclusion of Liability and Indemnity

a) In this clause "SLSSA" means and includes:

- i. SLSSA, its directors, officers and managers;
- ii. the officials, coaches and other officials of SLSSA including Team Management;
- iii. any independent contractor from time to time employed by SLSSA; and
- iv. any voluntary worker carrying out duties for SLSSA whether in an honorary or unpaid capacity or otherwise.

b) I agree that SLSSA will not be under any liability to me 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 SLSSA) in respect of:

- i. this Agreement;
- ii. my participation or non-participation in any training for the Team or as otherwise directed by the Team Management or SLSSA;
- iii. any disciplinary action taken against me or involving me by SLSSA;
- iv. any medical or scientific examinations and tests conducted on me during the Period of the Agreement; or
- v. any issue arising in respect of selection; and
- vi. I release SLSSA from any actions, suits, proceedings, claims or demands which I may have in respect of any such loss, damage or injury.

c) I agree to indemnify SLSSA and will at all times keep SLSSA indemnified from and against any actions, suits, causes of action, proceedings, claims and damages (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by me) which may be taken or made against SLSSA or incurred or become payable by SLSSA.

13. Termination

a) I agree and understand this Agreement may be terminated prior to the end of the Period of the Agreement by:

- i. mutual agreement between me and SLSSA;
- ii. SLSSA by written notice to me if, at any time, I fail to comply with any of my obligations in this Agreement, or behave in a manner that brings surf lifesaving or SLSSA into disrepute;
- iii. SLSSA by written notice to me if, I am injured, ill or otherwise incapacitated such that after an independent medical examination, the SLSSA or the Coach considers me unfit to participate in Team activities including the nominated event(s).

b) I agree and understand if this Agreement is terminated under **clause 13a)** I will automatically be withdrawn from the Team and be required to leave at a time negotiated with the Team Management and return to my usual place of residence (or other location as approved by the SLSSA nominee) and return any merchandise or clothing that may identify me as a member of the Team.

c) I agree and understand if this Agreement is terminated under **clause 13a)ii** I may also be disciplined by SLSSA and/or by SLSA under their respective constitutions and rules.

14. Code of Conduct

As an SLSA and SLSSA member I agree to comply with the [SLSA Member Protection Policy 6.05](#), including, but not limited to, the Code of Conduct as follows:

- a) respect the rights, dignity and worth of others—treat others as you would like to be treated yourself
- b) be ethical, considerate, fair, courteous and honest in all dealings with other people and organisations
- c) be professional in, and accept responsibility for your actions
- d) be aware of and follow—at all times—SLS’ standards, rules, policies and procedures and promote those standards, rules, policies and procedures to others
- e) operate within the rules and spirit of the sport, including the national and international guidelines that govern SLS
- f) understand the possible consequences of breaching the Codes and/or this Policy
- g) report any breaches of the Codes or this Policy to the appropriate PPA
- h) refrain from any form of Abuse, Harassment, Discrimination and Victimisation towards others
- i) raise concerns regarding decisions of PPA through the appropriate channels and in a timely manner
- j) provide a safe environment for the conduct of activities in accordance with any relevant SLSA policy
- k) show concern, empathy and caution towards others that may be sick or injured
- l) be a positive role model to all
- m) respect and protect confidential information obtained through SLS activities or services; whether individuals and/or organisational information
- n) maintain the required standard of accreditation and/or licensing of professional competencies, as applicable to the role(s)
- o) ensure that any physical contact with others is appropriate to the situation and necessary for the person’s skill development
- p) refrain from intimate relations with persons over whom you have a position of authority
- q) agree to abide by the Codes
- r) maintain a duty of care towards others
- s) be impartial and accept the responsibility for all actions taken.

15. Expenses

By signing this agreement I agree to pay all expenses as invoiced by SLSSA (if applicable) including but not limited to travel and accommodation expenses, venue hire, training fees etc.

16. Disputes

If I and SLSSA are in dispute about the interpretation of this Agreement, or any other matter arising under it, it is agreed that SLSSA and I will try and negotiate in good faith to resolve it. If such negotiation does not result in an agreement, then it is agreed the dispute will be finally resolved by an Officer appointed by the CEO of SLSSA.

17. Governing Law

This Agreement shall be governed by and construed according to the laws of South Australia and the parties each agree to submit to the jurisdiction of the Courts of South Australia.

END OF AGREEMENT

If you agree to the above, then please **sign a copy** of this Agreement and **return it to SLSSA**.

Yours sincerely



Damien Marangon

CEO

Surf Life Saving SA

I, _____ (please write name) have read this Agreement and understand it. I acknowledge and agree to its terms and agree to be bound by it. Signed by:

_____ Dated: _____

(Athlete to sign)

PARENT/LEGAL GUARDIAN DECLARATION

If the Athlete is under the age of 18 years, the Athlete's parent or guardian must also sign the Agreement.

I, _____ being the parent/guardian of _____ (insert athlete's name) have read this letter and understand it. I acknowledge and agree to its terms and agree to my child and I being bound by it. Further, I agree to my child participating in the Interstate Team activities, and the nominated event as described and to the obligations and conditions set out for participation in the Team.

Signed by

_____ Dated: _____

(Parent or Guardian of Athlete to sign)