

## **Performance Coaching Program Training Agreement - Terms and Conditions**

### **1. Conditions**

In consideration of Australian Sailing (AS) providing me with access to coaching services and training opportunities (as set out in Attachment A) at my cost, I hereby agree to accept the terms and conditions within this agreement. By clicking the "I agree" button I am acknowledging that I have read the following terms and conditions and agree to all the terms and conditions within the agreement.

I agree to:

- a. comply with the directions of the Head Coach;
- b. work towards the attainment of my full potential in my sport, studies and/or occupation and abide by both the rules and the spirit of my sport;
- c. neither consume nor encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering growth, behavior or performance. I acknowledge and agree that I have been provided with the location of where I can find the Australian Sailing Anti-Doping Policy: <http://www.sailing.org.au/about-us/policy-documents/high-performance/anti-doping/anti-doping-policy/>;
- d. comply with the Code of Conduct and A Sailors Aspirational Values as set out in Attachment B.

### **2. Term**

This Agreement shall be for the period commencing March 2017 and concluding on 31 February 2018.

### **3. Medical treatment, medical information**

#### **3.1 Disclosure of medical information**

I declare that I am and must continue to be medically and physically fit and able to participate in the Sailing activities required by the Coach. Should I suffer from an allergy and/or require medical treatment for a pre-existing condition I shall fully declare all necessary details to AS and/or the Head Coach. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify AS and/or the Head Coach in writing of any change to my fitness and ability to participate. I understand and accept that AS and the Head Coach will continue to rely upon this declaration as evidence of my fitness and ability to participate.

### **3.2 Provision of Medical Services**

I acknowledge that AS will not be required to meet the cost of any medical or hospital service incurred by me. I acknowledge and agree that during the term I remain responsible for my own health care and health care costs.

### **3. Model Consent**

I acknowledge and consent to photographs and videos being taken of me during participation in AS activities and authorise AS to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being obtained. Further, I consent to AS using my name, image, likeness and performance in any AS activities, at any time, to promote AS by any form of media.

### **4. Weather**

Given there is often an element of the 'luck of the prevailing conditions' in all sailing activities I acknowledge and agree that AS and the head coach cannot control weather and associated conditions.

### **5. Personal Information**

I acknowledge that AS requires my personal information provided in or in accordance with this Agreement for use in relation to my AS Training Agreement. My personal information will only be used in accordance with the objects and purposes of AS and in relation to my AS Training Agreement. The use of my personal information is governed by the AS privacy policy which can be found at <http://www.sailing.org.au/about-us/policy-documents/australian-sailing-privacy-policy/>.

### **6. Exclusion of liability and indemnity in favour of AS**

- a. I hereby agree that AS (which term shall hereafter in this clause include its directors, employees, agents and independent contractors) shall under no circumstances be liable or responsible in any manner whatsoever in contract tort or otherwise for any loss, accident, damage, illness or injury to me or my property sustained in, arising from or out of, or in any way directly or indirectly connected with this Agreement, the benefits or with any travelling, competition, practice, training or function of whatsoever nature held during the period of this Agreement or for any disciplinary or other action ordered, taken against or directed at me by AS or the Coach of my sport except where and to the extent that such loss, accident, etc arises out of the negligence of AS or its servants or agents, and
- b. I hereby indemnify AS and will at all times hereafter keep AS fully 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 AS or incurred or become payable by AS or but for the execution of this Agreement might have been brought made or claimed against AS in connection with, or in any manner whatsoever arising out of any such loss, accident, damage, illness

or injury of the kind referred to in paragraph (a) (subject to the limitations expressed therein) to me or my property.

#### **7. Force Majeure**

AS will not be liable to the participant or the participant liable to AS if this agreement is terminated as a result of any failure to perform the services under this agreement to the extent and for the period that such failure results from circumstances beyond the control of either party.

#### **8. Severability**

If any part of these terms and conditions are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and conditions and the remaining terms and conditions will remain in force and constitute the agreement between you and AS.

#### **9. Entire Agreement**

This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms or condition of whatsoever nature not contained and recorded herein shall be of any force or effect.

#### **10. Termination**

I acknowledge that if I do not comply with my obligations as set out in this Agreement, or in the event of any breach of discipline or misbehavior on my part, this Agreement may be terminated by AS immediately. Depending on the severity of the breach further disciplinary action may occur.

#### **11. Parent/ Guardian Guarantee**

Where the athlete is under 18 years of age the parent or guardian of the applicant expressly agrees to be responsible for the applicant's behavior and agrees to personally accept the conditions of this agreement including the provision of a release and indemnity in the terms set out above.

#### **12. Jurisdiction**

I agree that this Agreement shall be governed by and construed in accordance with the laws in force in the State of Victoria.

#### **Attachment A – Services Provided by AS**

The services that AS provide are:

- a. Weekly coaching around the State of Victoria

I acknowledge that this is based on the pricing structure outlined by AS having factored in any subsidies or other funding and that I bear all coaching costs for these services provided to me.