

**Transplant Australia Limited**  
ABN 39 107 428 615

**2019 WORLD TRANSPLANT GAMES  
AUSTRALIAN TEAM MEMBERSHIP  
AGREEMENT - ATHLETES**

.....  
(Name of Athlete)

Your selection to participate in the 2019 World Transplant Games as a member of the Australian Team is conditional on you entering into this Agreement and observing its terms. You should carefully read this Agreement to understand its terms and the consequences flowing from any breach of its terms.

This Agreement will only commence upon the receipt of this Agreement signed by you, by Margaret Hill – Team Manager of the Australian Team.

Note – management of the team will be undertaken by the Team Manager, Margaret Hill, Assisted Team Manager Julie Edwards and High-Performance Manager Matty Hempstalk.

**Retain one copy of the Agreement as a reference copy and return a signed copy to Margaret Hill either via email at [mag.hill@bigpond.com](mailto:mag.hill@bigpond.com) or C/- Transplant Australia, Suite 302, 10 Help Street, Chatswood, NSW, 2067.**

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## **1. Membership**

I acknowledge that membership of the 2019 Australian World Transplant Games Team is an honor and a privilege and that membership is subject to my compliance with the terms of this Agreement.

## **2. Period of Agreement and Management Group**

2.1 This Agreement commences on the date of:

(1) the receipt of this Agreement, signed by me (or my parent/guardian where I am a minor), by the Team Manager Margaret Hill.

2.2 This Agreement concludes on arrival back to the Australian home city after the 2017 World Transplant Games, or on such earlier date as I am formally discharged from the Team with approval by the Team Manager.

## **3. Team Membership Benefits**

3.1 Transplant Australia (TA) agrees to provide me, as a member of the Team, with the following benefits, subject to the sole and absolute discretion of TA:

- (1) possible funding support to reduce overall costs (final figure TBC) which includes access to Transplant Australia's Everydayhero fundraising portal and state committee funding subsidies
- (2) health care services and facilities in the Games Accommodation;
- (3) accommodation and ground transport arrangements for the Games;
- (4) the services of coaches and other support at the Games;
- (5) administrative support to facilitate participation in events at the Games including accreditation and access to training venues;
- (6) public relations and media advice;
- (7) Approval to use the Team Uniform, training and competition apparel and equipment and other items of clothing;
- (8) promotion of the Team and individual members of the Team.

## 4. My Obligations

4.1 As a member of the Team, I shall:

- be a financial member of Transplant Australia
- comply with and be bound by the TA Constitution, the TA Policies and the terms of this Agreement. These policies include, but may not be limited to:
  - The Anti-Doping Policy
  - Social Media Policy
  - The Member Protection Policy, and
  - The Standards of Conduct.

These policies can all be located on the TA website [www.transplant.org.au](http://www.transplant.org.au) and it is the responsibility of each team member to ensure that they have read and understand these policies;

- comply with all reasonable directions of, and arrangements made by, the Team Manager and any person appointed by them;
- advise the Team Manager of my travel arrangements
- attend the team welcome dinner prior to the Opening of the Games and all other team meetings or functions throughout the Games
- reside in the Games Accommodation for the whole of the period determined by the Team Manager or at such other location during the Games Period as directed or approved by the Team Manager;
- inform the Team Manager during the Games Period where I leave the Games in any unusual or extenuating circumstances;
- wear the Team Uniform or approved apparel where directed by the Team Manager
- provide all reasonable assistance to the TA in its fundraising activities;
- have complied with the terms of any TA Selection Criteria applicable to my participation at the World Transplant Games, and have made the Athlete's Acknowledgement, honestly and fully, for the purposes of nomination and selection;
- honestly and fully disclose and continue to disclose any information to TA concerning any matter arising in relation to my compliance with these obligations, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

- 4.2 I agree that my obligations under this Agreement will bind my heirs, executors, assigns and personal representatives.
- 4.3 I acknowledge that I have had the opportunity to review the documentation referenced in this Agreement and that it is my responsibility to do so.
- 4.4 I agree that:
- (1) TA may collect personal information from me or about me from third parties. I acknowledge that this might include personal, health, medical or biological information;
  - (2) TA may store, use or disclose personal information about me for the purposes of my membership of the Team and in accordance with TA's Privacy Policy.
- 4.5 Except as otherwise provided in this Agreement, I acknowledge that:
- (1) I can access most personal information TA holds about me. Sometimes there will be a reason why that is not possible, in which case I will be told why;
  - (2) I will tell TA if any of my details change; and
  - (3) I may request access to or a change to (including removal of) personal information the TA holds about me by contacting the TA CEO.
- 4.6 If I breach any one of the obligations in Clause 4, I agree that TA in its sole and absolute discretion (or, during the Games Period, the Team Manager in their sole and absolute discretion) may terminate my membership of the Team or apply such other disciplinary sanction as the case may be (and during the Games Period that I may be subject to the disciplinary procedures provided in clause 5 of this Agreement).

## **5. Disciplinary Procedures**

5.1 I acknowledge that during the Games Period the standard of my behaviour will be assessed by the Team Manager.

5.2 I acknowledge that:

(1) where a Games Official or any other relevant person receives a complaint about my behaviour, or believes on other grounds that I may have breached this Agreement, they will inform the Management Team;

(2) the Management Team has the authority to determine the sanction to be applied to me for a breach of the required standard of behaviour..

(3) the Management Team may, in Their sole and absolute discretion, apply one or more of the following sanctions for a breach of the required standard of behaviour arising during the Games Period:

(a) terminate my membership of the Team;

(b) require me to leave the Games;

(c) exclude me from competition at the Games;

(d) require me to take or not to take such action as deemed appropriate by the Team Manager; or

(e) impose financial penalties in respect of TA financial or other support provided to me.

## **6. Medical Requirements**

6.1 Disclosure of Information

I authorise:

(1) My transplant medical specialist and any relevant medical practitioner, sports scientist or therapist whom I have consulted during the 12 months preceding the commencement of this Agreement or during my membership of the Team to provide details to the Team Honorary Medical Officer of any illness, disease or injury which I may have suffered or any pre-existing medical condition and all immunisations

administered and drugs and medications prescribed for me. This information will be provided at the request of the Team Honorary Medical Officer and is required to determine my medical fitness to perform to the best of my ability at the Games and to carry out my duties under this Agreement (and to the Team) to the best of my ability, or to assess the risk of preventing other Team members or competitors in the Games from performing to the best of their ability;

(2) the Team Honorary Medical Officer to make full disclosure to the Team Manager of any information obtained pursuant to the preceding paragraph;

## 6.2 Participation in Events

I acknowledge that the Team Manager, acting on advice from the Team Medical Director, may direct me not to participate in an event at the Games or at all if, in their opinion, my participation would constitute an unacceptable risk of:

- (1) causing harm, injury or death to myself or other participants in the Games;
- (2) aggravating an existing injury or illness I may have; or
- (3) infecting other Team members or participants in the Games.

## 6.3 Directions

I agree to comply with all reasonable directions given by the Team Medical Director concerning medical matters.

# 7. Media Requirements

## 7.1 I agree:

- (1) to comply with all reasonable media requests made by TA and media outlets in the lead up, during and post the Games;
- (2) to be filmed, televised, photographed and otherwise recorded during the 2019 World Transplant Games in relation to the promotion of the Games;
- (3) the Team Manager is the spokesperson for the Team and, as appropriate TA. During the Games they may authorise other officials of the Team to be spokespersons at Team media conferences and on other occasions on matters within their particular Team responsibilities;
- (4) In giving any interview Team Members and TA's servants or agents must not disparage or criticise other Team members or in the case of athletes or coaches their sports performances or coaching.

7.2 TA relies on the common sense of all Team Members and TA's servants or agents in

showing respect in interviews for the dignity of all fellow Team Members and TA's servants or agents and all athletes competing in the Games, including those of the host country.

- 7.3 It is the personal responsibility for each Team Member and TA's servants or agents to attend media conferences or interviews approved by the Team Manager.
- 7.4 In giving any interview with the media, Team Members and TA's servants or agents must wear the items of Team Uniform as determined and advised by the Team Manager.

## **8. Marketing and Sponsorship**

- 8.1 Except to the extent that my sponsors compete with any of the Team Sponsors, I agree to:

(1) assist and co-operate with TA and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to T A and the Team; and

(2) comply with all reasonable directions of TA or its authorised nominees in assisting TA and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure.

- 8.2 I agree that:

(1) the Team Sponsors may use my Image to promote Australia's participation in the Games and in their advertising, promotion or marketing activities, provided that such use of my Image is limited to being part of the Team as a whole. This obligation applies even if a Team Sponsor competes with one of My Sponsors;

(2) I will not obscure or attempt to obscure or damage any Marks of Team Sponsors, including suppliers of the Team Uniform;

(3) I will not appear or participate in, or permit my Image to be used for any fundraising activities for or on behalf of, or purportedly for and on behalf of, TA, the Team or members of the Team without the prior written consent of the TA;

- 8.3 I agree to TA using my Image:

(1) to promote Australia's participation in the Games; and



(2) as part of current and historical records and publications of and concerning the Team and Australia's participation in the Games and whether or not published by TA; and whether before, during or after the Games in any media or forum, including the Internet.

## **9. Team Uniform**

9.1 I acknowledge that the Team Uniform is provided to me by TA for the sole purpose of my participation in the Games and subject to making full payment of my team uniform or any other fee, becomes the property of myself. My only rights in the Team Uniform are as stated in this clause and I will be entitled to retain possession of the Team Uniform provided I observe the following conditions:

(1) I will not use or permit to be used the Team Uniform or any part of it (including reproductions) for any Commercial Purpose without the prior written permission of T A ;

## **10. Insurance**

10.1 TA will not provide insurance for me. I acknowledge that TA strongly recommends that I take out travel insurance to cover me for medical and like expenses arising out of any injury or illness I may suffer whilst a member of the Team and agree that I am solely responsible for all such expenses and any loss of income consequent upon any injury or illness. TA will however endeavor to arrange a suitable insurance policy to cover athletes attending the Games.

10.2 I agree that TA is not responsible for medical and like expenses in Australia and overseas or for any loss of income arising out of any injury or illness I may suffer whilst a member of the Team.

## **11. Release and Indemnity**

- 11.1 I agree not to sue and hereby release, indemnify and keep indemnified TA, TA's servants or agents or other members of the Team from and against any claims howsoever arising that I may have for or as a result of loss of my life, injury, damage or loss of any description whatsoever and howsoever caused that I may sustain or suffer to my person or property in the course of or consequent upon my membership of the Team or participation in the Games;
- 11.2 I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my training for or participation in the Games, and while particular rules of my sport, equipment, personal training and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property. I knowingly and freely assume all these risks, both known and unknown.
- 11.3 I agree that the agreement not to sue, the release and indemnity and the assumption of risk contained in this clause will operate in favour of the TA whether personally or by virtue of its vicarious liability for the acts or neglect of any person and binds my heirs, executors, assigns and personal representatives.
- 11.4 I acknowledge and agree that if, despite my agreement not to sue, provide the release and indemnity and acknowledge the assumption of risk contained in this clause, I commence legal proceedings against the TA, the TA's servants or agents or other members of the Team in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, I will not register nor seek to register or enter or enforce any such judgement or award in Australia or any State or Territory of Australia and that
- (1) TA may take injunctive proceedings against me to restrain me from breaching my commitment and obligation under this clause; and
  - (2) this Agreement and this clause may be produced by the TA as conclusive proof of my agreement to the commitment and obligation as detailed above.

## **12. No Employment**

I agree that this is not an employment Agreement and does not make me an employee of TA. I acknowledge that I am not required to provide services to the TA and that any services provided by me under this Agreement are provided to the Team and my fellow Team members as a whole.

## **13. Dispute Resolution**

13.1 I agree that any dispute relating to this Agreement, whether arising during the term of this Agreement or after its termination, will be solely and exclusively resolved by the Appeals Arbitration Division of the Court of Arbitration for Sport according to the Code of Sports- Related Arbitration.

13.2 The Court of Arbitration for Sport will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures. The decisions of the Court of Arbitration for Sport will be final and binding on the parties.

13.3 In the interests of speedy and expert resolution of any such disputes, I hereby surrender any right I may have to institute or maintain proceedings in any court or other judicial authority in relation to any such dispute or any right to file any appeal, review or recourse to any court or other judicial authority from any arbitral award, decision or ruling issued by the Court of Arbitration for Sport. In particular, and without restricting the generality of the foregoing and for further and better assurance notwithstanding that such provisions have no applicability, I agree that neither party will have the right of appeal under section 38 of the Commercial Arbitration Act, 1984 (NSW) or equivalent in any of the Australian states or territories or to apply for the determination of a question of law under section 39(1)(a) of such Act or equivalent in any of the Australian states or territories.

13.4 The sole grounds of dispute concerning a decision or other act or omission relating to this Agreement by TA or the Team Management are that it:

- (1) was affected by actual bias;
- (2) was obviously or self evidently so unreasonable or perverse that it can be said to be irrational.

13.5 The parties consent to the Grounds of Appeal to CAS, the names of the arbitrators, the date for hearing, the award and the reasons being made public.

## **14. Proper Law**

14.1 This Agreement is made in New South Wales and is governed by the laws applicable in the State of New South Wales.

14.2 The Court of Arbitration for Sport will determine any dispute according to the laws applicable in the State of New South Wales. The Seat of the Court of Arbitration for Sport is in Lausanne, Switzerland.

14.3 To the extent that this Agreement is inconsistent with the Code of Sports – Related Arbitration of the Court of Arbitration for Sport, this Agreement prevails and amends the Code to that extent.

## **15. Severability**

15.1 Should any provision of this Agreement or its application be held invalid or unenforceable then the remainder of this Agreement and its application will not be affected and will continue as valid and enforceable to the fullest extent permitted by law or equity.

## **16. Entire Agreement**

16.1 I agree that there are no representations, warranties, promises, covenants or undertakings other than those expressly set out herein. I agree that this Agreement contains the entire understanding of the parties to it and that the following documents identified in this Agreement either annexed as a Schedule or available to be read on relevant websites or otherwise are incorporated in this Agreement by reference. I acknowledge that these documents may be amended or varied from time to time.

## **17. Minors**

- 17.1 If I am under the age of 18 years, I acknowledge that this Agreement is for my benefit and my selection is conditional upon my parents or guardians providing the signed acknowledgement, in clause 25.
- 17.2 If, notwithstanding my acknowledgement that this Agreement is for my benefit, I purport to repudiate this Agreement:
- (1) before the commencement of the Games - then I acknowledge that my membership of the Team will automatically terminate upon this repudiation; and
  - (2) after the commencement of the Games, then my repudiation will be of no effect unless confirmed by a court having jurisdiction under section 34 of the Minors (Property and Contracts) Act 1970, NSW.

## **18. Athlete's Disclosure**

**(Please identify if there are any matters to be disclosed in respect of clause 4 in this Agreement)**

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## 19. Athlete Signature

Signed by the Athlete:

In the presence of:

.....

(Athlete's signature)

.....

(Witness' signature)

.....

(Date)

.....

(Date)

.....

(Name of Athlete)

.....

(Name of Witness)

.....

.....

.....

.....

.....

.....

(Address of Athlete)

(Address of Witness)

**20. Parents/Legal Guardians Acknowledgement for Minors**

I/we are the parents/legal guardians of the athlete signing this Agreement and acknowledge (and if more than one, jointly and severally) as follows:

- (1) the athlete is under the age of 18 years at the date of signing this Agreement;
- (2) I/we have read and understood the terms of the Agreement and have fully explained the terms of this Agreement to the athlete;
- (3) I/we have had the opportunity to take independent legal advice as to the terms of this Agreement;
- (4) the athlete has read this Agreement and, together with the benefit of our explanation, understands its terms;
- (5) this Agreement is for the benefit of the athlete;
- (6) the athlete’s membership of the Team may be terminated in the event of any breach of this Agreement;
- (7) the athlete may be disciplined through the withdrawal of privileges by the Team Manager for misbehaviour which does not warrant termination of membership of the Team; and
- (8) this consent is governed by the laws applicable in the State of New South Wales.

.....  
(Parent / Legal Guardian’s signature)

.....  
(Witness’ signature)

.....  
(Date)

.....  
(Date)

.....  
(Name of Parent / Legal Guardian)

.....  
(Name of Witness)

.....  
.....  
(Address of Parent / Legal Guardian)

.....  
.....  
(Address of Witness)