



**ATHLETE AGREEMENT  
YACHTING QUEENSLAND STATE SQUAD**

(To be read and signed by parent/guardian when applicable)

**Background**

1. This agreement is entered into between Yachting Queensland (YQ) and \_\_\_\_\_ (the Athlete), an athlete member of YQ.
2. This agreement shall be in force until such time as the athlete leaves the program. The purpose of this agreement is to set forth the basic opportunities, benefits, and obligations between YQ and the Athlete where he/she is participating in the YQ State Squad program.

**Definitions**

Anti-Doping Code means the policy outlining the use of drugs in sport  
AOC means Australian Olympic Committee  
ASADA means Australian Sports Anti-Doping Agency  
ASC means Australian Sports Commission  
Athlete means Sailor, Squad member to which this agreement applies to.  
ISAF means International Sailing Federation  
WADA means World Anti Doping Agency  
YA means Yachting Australia  
YQ means Yachting Queensland

**Obligation**

4. **Yachting Queensland**
  - a. To uphold all terms of this agreement;
  - b. To uphold all terms set out in the YQ State Squad Policy;
  - c. To maintain clear and effective lines of communication with athletes; and
  - d. To uphold all values of good Governance and Management.
5. **Athlete Obligations**
  - a. The Athlete, by signing this document, agrees to abide by the Yachting Australia (YA) Sailor Code of Conduct, the YA Anti-Doping Policy and the Essence of

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Australian Sport Principles of fairness, respect, responsibility and safety for the term of the Agreement;

- b. The terms of this agreement; and
- c. The terms of the Yachting Queensland State Squad Policy.

### **Yachting Australia Sailor Code of Conduct:**

**6.** Competitors are expected to comply with the Basic Principle outlined in the Racing Rules of Sailing – “Sportsmanship and the Rules, and the five Fundamental Rules.

*As a competitor you shall:*

- a. Be tolerant of other users of the waterways and surrounding environs.
  - b. Never argue with an official.
  - c. Control your temper. Verbal abuse of officials and sledging other sailors/boating participant, deliberately distracting or provoking an opponent are not acceptable or permitted behavior.
  - d. Not abuse other crew members.
  - e. Abide by the ISAF, AOC and ASC Anti-Doping Code.
  - f. Work equally hard for yourself and/or your crew. Your boat’s performance will benefit and so will you.
  - g. Be a good sport. Applaud your opponents when they get one up on you.
  - h. Treat all participants as you like to be treated. Do not bully or try to take an unfair advantage of another competitor.
  - i. Cooperate with your fellow sailors/boating participants, without them there would be no competition.
  - j. Participate for your own enjoyment and benefit not just to please others.
  - k. Respect the rights, dignity and worth of all participants regardless of their gender, ability, cultural background or religion.
7. The Athlete agrees to:
- a. be a current member in good standing of YQ;
  - b. abide by all provisions of the YQ Constitution and Bylaws; and
  - c. remain eligible to compete under IOC and AOC standards.

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### **Banned Substances and Drug Testing**

8. The Athlete will remain in compliance with International Sailing Federation (ISAF), Australia Sports Commission (ASC), International Olympic Committee (IOC), the World Anti Doping Agency (WADA), the Australian Olympic Committee (AOC), the Australian Sports Anti-Doping Agency (ASADA), and YA anti-doping policies. The athlete will not use any chemicals, drugs, other substances, or procedures banned by the ISAF, ASC, IOC, WADA, ASADA, or YA.

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9. The Athlete acknowledges that she/he frequently functions as a representative of YQ. The Athlete agrees that, due to this stature, she/he will exhibit, in word and in deed, a positive image on behalf of these entities named above. The Athlete agrees to conduct his/her public affairs in a manner that reflects cooperation and respect for other athletes, coaches, staff members, volunteers, sponsors, event organizers, officials, the media, and all others associated in any way with YQ, the yachting community, and YA.

10. The Athlete agrees to uphold the specific codes of conduct when a guest or competitor at camps, training centres, and competitions.

### **Promotions, Sponsorship, and Marketing**

11. The Athlete agrees to participate in YQ sponsored media events, interviews, and other activities both during and out of both practice and competition, which serve to enhance the individual Athlete's public recognition, YQ, and enhance public awareness of and support for the sport.

12. The Athlete agrees to uphold the following promotional, sponsorship and marketing terms:

- a. YQ will provide athletes with competition apparel, which is to be worn, without cosmetic alteration, during any competition in which Athlete represents YQ. The Athlete agrees to wear the competitive apparel provided for the team that includes YQ sponsor marks and logos whenever the Athlete is competing or making public appearances as a member of a YQ State Squad. The Athlete agrees that the design, color, and identification marks of the uniform will be left to the discretion of the apparel sponsor and YQ.
- b. In the Athlete's capacity as a State Squad member, the Athlete shall not wear or endorse any other manufacturer's or seller's products except for that of the official supplier of YQ, without prior approval and written consent of YQ.
- c. The Athlete will make every reasonable attempt to accommodate interviews and appearance requests by media and by YQ sponsors.
- d. The Athlete will, whenever possible and appropriate during public appearances, acknowledge the support of YQ sponsors, suppliers, and donors.
- e. Athletes may not enter into any agreements on behalf of YQ.

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- f. The Athlete hereby grants the right to YQ to use his or her images and likeness in a State Squad context in promotional materials for YQ and its affiliated corporate sponsors, patrons, partners, and suppliers, and waives any claim on prior approval or payment for use of image or likeness.
- g. In no event may YQ use or authorize the use of the athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product, or service, without the athlete's written permission.
- h. All efforts to create promotional materials of any kind involving YQ require prior approval from YQ. Any marks, designs, or logos that suggest a separate entity other than YQ may not be approved.
- i. YQ retains the exclusive right to display sponsor decals on the boats and sails used during competition at national and international Regattas, Training Centres and Camps, and all other YQ or YA sponsored events for athletes training under YQ support. Athletes may request written permission from YQ to deviate from this policy, allowing them the right to display individual sponsor decals on the boats and sail used during competition. Such requests should be made through the State Squad Programs Director.

### **Medical Attention**

13. The Athlete hereby consents to YQ provision, through medical staff of its choice, the participant is suitably fit and healthy to partake in such standard of activities as required to while training and competing in the YQ State Squad.

### **Waiver and Release**

14. The Athlete is fully aware, and appreciates the risks as well as other damages and losses, associated with participation in sailing. The Athlete agrees that YQ, its sponsors, suppliers, employees, agents, volunteers, local organizing committees, officers, and directors are not liable for any such loss or damage.

### **Additional Terms of the Agreement**

#### **Effective Dates**

15. This Agreement is effective from its signing through until completion of the training year. This Agreement may be terminated at any time by the Athlete's decision to retire from the squad or training program, or by YQ's decision to discharge the Athlete from the team for reasons detailed below. The Athlete agrees to notify YQ in writing of her/his retirement. Nothing in this agreement is intended to create an employment relationship between YQ and the Athlete.

#### **Sanctions**

16. YQ may respond to the failure of the Athlete to meet her / his obligations under this Agreement by terminating the Agreement (thereby discharging the Athlete from the State Squad) or by other appropriate sanctions.

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### Removal of an Athlete from the State Squad

17. If an Athlete demonstrates repeated qualities of bad attitude and/or performance, there will be a three step counselling process between YQ and the athlete as follows:
- a. **Step 1.** There will be a verbal discussion between the High Performance Coach and the athlete relating to the poor practices and required procedures to amend such practices.
  - b. **Step 2.** There will be a sit down meeting between the High Performance Coach and the athlete where the poor practices will be discussed and required procedures to amend poor practices will be documented and acknowledged by both parties and signed. The agreed terms from Step1 will be reviewed and a new agreement will be formed and documented, acknowledged by both parties and signed.
  - c. **Step 3.** There will be a sit down meeting between YQ Squad Selection Committee and the athlete where the continued poor practices will be discussed. The committee will then decide on the next step.

**Note: All three steps are to be documented**

18. The counselling process will be acknowledged by the athlete and coach and will be recorded on paper with both parties agreeing to the process and subsequent actions.

19. In the event of Expulsion there will be no process of appeal.

20. **Reasons for Removal.** An athlete can be removed from the State Squad for, but not limited to, the following reasons:

- a. Medical fitness grounds.
- b. Mutual agreement between YQ and the athlete.
- c. For unacceptable behaviour in violation of this Agreement or any other YQ rules and regulations, the Athlete may be removed from the squad.
- d. The athlete may be removed due to action from or on behalf of their parents. Parents are reminded that this is for the benefit of the sailors in the team and that they too have roles and responsibilities. YQ will use and enforce the YA Code of Conduct for parents.

### Dispute Resolution

21. All disputes arising out of or connected with this Agreement are subject to review through the grievance procedure set forth in YQ and YA Member Protection Policy.

22. This Agreement is governed by the laws of the State of Queensland.

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**Yachting Queensland State Squad Athlete Agreement**

By completing and signing of this form you hereby acknowledge and agree to all terms and conditions set out in the agreement.

**Athlete Yachting Queensland**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

YA Membership # \_\_\_\_\_

Permanent Address:

\_\_\_\_\_

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Name – Relationship: \_\_\_\_\_

Phone Number:

**Parent/Guardian (if under 18years of age)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_