



Waterski and Wakeboard Australia

Team Agreement and Code of Conduct

Team Agreement:

This Agreement made _____ (Date) between Waterski and Wakeboard Australia being the trading name of the Australian Waterski and Wakeboard Federation Limited, herein referred to as WAWA, with the Division being;

Check appropriate national division(s)

- Barefoot Waterski Australia
- Disabled Water Ski Australia
- Show Ski Australia
- Wakeboard Australia
- Waterski Australia

(herein referred to as the Division)

AND (name of team member) _____

OR

AND (name of team manager/official) _____

Hereinafter referred to as the Team Member whose address is.

ADDRESS _____

NAME OF COMPETITION – _____

LOCATION OF COMPETITION – _____

And the Athlete / Team Members' parent or legal guardian if a minor whose address is hereinafter referred to as "Parent."

NAME OF PARENT / LEGAL GUARDIAN _____

This agreement is entered into between the parties jointly and severally as follows herein:

WAWA, is a Company Limited by Guarantee composed of the affiliated divisions (Barefoot Waterski Australia, Disabled Water Ski Australia, Show Ski Australia, Wakeboard Australia and Waterski Australia) throughout Australia, dedicated to the advancement and promotion of the sport of water skiing and wakeboarding (or its named divisions) in Australia and is the recognised National Governing Body (NGB) for competitive water skiing and wakeboarding (or its named derivatives as defined by the WAWA) and is recognised as the representative governing body for Australia by the International Waterski and Wakeboard Federation, hereinafter sometimes referred to as IWWF.

AND WHEREAS, as part of its activities, the divisions organise and manage the Australian teams to represent it and Australia in global water ski and wakeboard competitions.

AND WHEREAS, the above-named party has been duly selected by the division in accordance with its Selection Policy, bylaws, rules, and regulations to be a member of the Australian Team and is eligible to partake fully in the program designed for the Australian Team by the division and its officers.

AND WHEREAS, the parent and the Team Member wish to relieve WAWA of all liabilities arising from the Team Member's participation as an Australian Team Member or otherwise in any activities of WAWA.

AND WHEREAS, both the Team Member and the Parent fully appreciate the risk inherent to the Team Member's participation in water skiing and wakeboarding activities and competitions whether sponsored by the division or otherwise and both nevertheless fully concur in such participation as a member of an Australian Team, accept the risk involved in water skiing and wakeboarding competition and hereby, for their self, heirs, executors and administrators, release and forever discharge the division, WAWA and its agents, servants and all WAWA and division representatives connected with trips to and from competitions in any required tournament or activity, of and from any and all rights, claims, demands and actions of any and every nature whatsoever that may occur, for any and all loss, damage or injury sustained by person or equipment, before, during and after the said tournament or activity trip.

AND WHEREAS, the Team Member and the Parent grant to WAWA the right to use any photographs, television, video or motion pictures taken during or in connection with the World Championships, Regional Championships or any other tournament or activity in which the Team Member participates as a member of the Australian Team for the purpose of news, tournament television productions, tournament promotion or promotion of the sport or fundraising by the division, provided that any other commercial use of such images would require the consent of the Team Member.

AND WHEREAS, it is understood that in the construction of this agreement, the feminine gender shall be substituted for the masculine, the plural for the singular and the singular for the plural where the context shall require such substitution of this agreement.

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, which is acknowledged by all parties herein, the parties hereto agree as follows:

- 1) The parties hereto confirm and adopt the aforesaid recitals.
- 2) The Team Member agrees that accepting a place on an Australian Team involves a commitment to compete and/or participate in the World Championships and Regional Championships (all the designated event(s) for the Australian Team).
- 3) The Team Member agrees to participate fully in all official team training camps as determined by the division;
- 4) The Team member agrees to use or wear equipment required by all competitors in the competition (such as skier bibs, wetsuits, personal floating devices (PDF), ski lines and boats) regardless of personal sponsorship conflicts. The Team member also agrees to wear the appropriate Team uniform as designated by the division and or the Team Manager from time to time during the competition period, regardless of personal sponsorship conflicts. Team uniform is meant to include formal wear, blazers, tracksuits, bathing suits and similar items the division provides for the Australian Team. The team member agrees to purchase all necessary team uniform items mandated by the division, at their own expense, unless the division covers the costs. A budget will be provided by the team manager to the team member outlining expected expenses, where applicable, prior to offering a position to join the team. It may consist of sponsor identification and advertising by the sponsor provided that the division endorses such clothing; individual Team Members permit no personal sponsor identification or advertising on any such team clothing. The division may approved at its discretion the Team Member to use private sponsors' identification and/or advertising on any specified personal competitive equipment (such as skis, vests, wet suits, and gloves).
- 5) The Team Member covenants and agrees to safeguard the Team Blazer if hired from the division and shall not lend, sell, or trade the Team Blazer without the specific authorisation of the offices of the division and shall return the said blazer in a suitable condition by post or other recognised means of delivery to the office of the appropriate division. If the Team Blazer is not returned to the said office or is returned in an unsuitable condition, then the Team Member shall pay the division a sum equal to the total replacement value of the Blazer. If the Team Member is suspended or expelled from the Australian Team, such clothing will be returned by him to the appropriate official of the division on request.

- 6) It is understood that the Team member selection to an Australian Team obligates him to compete and or participate in the World Championships, Regional Championships (or the designated event(s) or activities for the Australian Team). Any Team Member who, without good cause, abandons his Australian Team position or who is dismissed from the team because of violation of any terms of this agreement before the conclusion of the World Championships, Regional Championships, (or the equivalent), will be held liable to repay the division for all or part of the expenses incurred by the division on his behalf in connection with his participation in the World Championships, Regional Championships, (or the equivalent);
- 7) Each Team Member shall ensure that he is entirely familiar with WAWA and IWWF competition and eligibility rules, which are available through the WAWA office.
- 8) Failure to abide by this Agreement may result in suspension or expulsion from the Team. Suspension in this Agreement refers to the temporary loss of team membership privileges, whereas expulsion refers to the complete termination of a member's association with an Australian Team. The authority to enforce the team member's complete termination rests with the Team Manager, the division President, the division's Board of Directors or WAWA's Board of Directors. Suspension may be invoked at a competition venue or in transit to or from a competition or activity by the Team Manager or Division's President.
- 9) This suspension will revoke an individual's rights to the privilege of Team Membership, including all reimbursable expenses and the return of any subsidies already paid. In cases where the Team Manager or Division President has initiated the suspension, the process detailed in the Code of Conduct document shall be implemented.
- 10) Drug Testing may occur before, at or after National and International competitions. By agreeing to participate as a member of the Australian Team, you consent to be subject to a drug test and, if found to be positive, the penalties will be enforced by the division's Board of Directors or WAWA's Board of Directors. The team member is required to notify the Team Manager of all medication they are administering, be that prescribed, over the counter, or natural medications.
- 11) The Team Member acknowledges and agrees that Australia's water ski teams are apparent elements of the sport. The Division Team Member is viewed as an official representative of the division, the sport and Australia. The personal conduct and attitude of a Team Member reflect the values and standards that each Team Member brings to the sport. A team member's conduct and attitude are of the highest standards.
- 12) The Team Member agrees to travel and participate as a representative of the Australian Team. Knowledge of and compliance with the expectations outlined herein are integral to this agreement. Each Team Member affixes their signature hereto covenants and agrees to abide by each provision of this agreement. The following specific guidelines are promulgated and approved by the Team Members as standards by which they will conduct themselves while a member of the Australian Team.
- 13) When countries necessitate criminal investigation checks and/or statutory declarations of any past convictions or other pertinent information from foreign nationals to obtain a visa or fulfill entry requirements, it is the full responsibility of the team member to adhere to these prerequisites. Promptly informing the team manager of any potential issues that could impact their approval to enter any country where the team will be traveling is imperative. Failure to do so may result in the team member being withdrawn from the team.
- 14) Flag Bearer at World Championships and Regional Championships: The flag bearer at a World Championships or Regional Championships shall be the Team Captain or, if he or she declines, then an elected team member or reserve, which shall be determined by a majority vote of all team members, including reserves. The flag bearer of a team march in either an opening or closing ceremony can only carry the Australian Flag; any other team member in the march can display the Aboriginal flag, which is to be draped around their neck only and not supported by a pole. Any Australian team member presenting medals on or off a podium shall be permitted to have the Aboriginal Flag draped around their neck only but must also be holding the Australian Flag, if available, in front of themselves. In all official ceremonies, flags used on flag poles are to be the Australian Flag only. A skier wishing to display the Aboriginal Flag must give a minimum of one hour's prior notice to the team manager before doing so. If the host country organisers insist on a non-team member being the flag bearer, the Australian team will decline to participate in the march. Any contravention of this policy will contradict the Code of Conduct.

Athlete Code of Conduct:

As a Team Member, I Agree to:

- a) General Conduct: Each Team Member understands that a Team Member represents the Team, the Division, WAWA and Australia. General conduct when travelling, eating in restaurants, and lodged in hotels should always reflect this responsibility. Team Members agree to respect and acknowledge others' customs, accents, languages, and mannerisms.
 - b) If a complaint is necessary when travelling on a public conveyance, in a hotel or eating in a public place, Team Members agree to speak to the designated person in a respectful and considerate manner.
 - c) Abide by the judgments of officials and all competition rules and cooperate with officials, coaches, and fellow competitors to ensure fair competition, treating all with respect and dignity.
 - d) Follow all lawful directions issued by the division, the Team Manager or the respective divisional board.
 - e) Act sportsmanlike, consistent with the spirit of fair play and responsible conduct.
 - f) Avoid criminal behaviour and acts, including mischievously damaging and vandalising personal, private, and public facilities or property on and away from the venue.
 - g) Do not use any medication or substance on the International Olympic Committee prohibited substances and methods list, and do not use substances or procedures violating the ASDA National Anti-Doping Program or WAWA Anti-Doping Policy.
 - h) Refrain from exhibiting drunkenness and from using recreational drugs or prescription medication in a non-prescribed manner.
 - i) Refrain from conduct detracting from my ability or that of my teammates to attain peak performance.
 - j) This provision applies to Team Members under the age of 18 (or as dictated by local laws if different or more stringent): Refrain from the use or possession of alcoholic beverages, tobacco products or drugs while in the custody of the Team Manager, Coach, or their designee, or while travelling to/from team sponsored events.
 - k) Refrain from purchasing or providing alcoholic beverages to persons under 18 while at or travelling to/from team-sponsored events, including all hours between scheduled event activities.
 - l) Refrain from loaning my identification credentials to underage athletes.
 - m) Verbally abusive, disrespectful, offensive, racist, or sexist behaviour.
 - n) Being late for curfew or being late or absent from an official event activity (camp, seminar, meeting, training, or competition)
 - o) Unsportsmanlike conduct.
 - p) Public disturbance or nuisance.
 - q) Failure to follow the dress code designated by the Team Manager at an official event or activity.
 - r) All social media posts, text, photos, and videos must portray the Division, the team, supporters, other athletes, and the event organisers in a positive and supportive manner.
 - s) Adhere to any form of social media ban or embargo if enforced by the team manger.
- 15) It is acknowledged by all parties to this contract that the Team Member may have contractual obligations with industry sponsors: it is understood and agreed that a Team. A member participating in a Team event may not perform duties for a sponsor during official Team practice, the event, official ceremonies, and any appearance as a Representative of an Australian Team without advance permission of the Division Executive or the Team Manager. The Team Member agrees that any request from an industry sponsor to perform such activities will be referred to the Division Executive Director and/or the Team Manager.
- a) Team Member understands and agrees to abide by all regulations of the IWWF prohibiting any sponsor promotion when accepting awards at World or Regional Championships.
 - b) Team Member understands and agrees that sponsorships for Australian Teams may be arranged by the Division. In these cases, it is understood and agreed that the Team Member is not asked to endorse a product, nor is a Team Member individually sponsored. Only the "Australian Team" as an entity of the Division is sponsored.

- c) The Team Member represents the Division, WAWA and Australia. The Team Member covenants and agrees to the following dress code while engaging in team activity.
- i. Clothing will always be neat and clean. The selection of clothing will be made with due consideration of the surroundings and customs and acceptable to the time and location; shoes should be clean and polished. The Team Member explicitly agrees that the opinion and decision of the Team Manager shall be controlling and that the Team Member will abide by any directions for change initiated by the Team Manager.
 - ii. Dress during travel may be casual. When travelling as a Team and when a Team dress is available, the Team Member agrees, at the direction of the Team Manager, to wear designated Team clothing and/or uniform.
 - iii. Team Member agrees to wear the official Australian Team Uniform during the opening ceremonies, closing ceremonies, banquets, other official functions and at any additional time as directed by the Team Manager.
 - iv. The division will distribute all Team Uniform items. The parties agree that the wearing of Team Uniform items is restricted to Team Members and support staff as identified by the Division Board during the tournament.
 - v. The division will identify Uniform items to be worn at various Team functions, and the Team Member herein agrees to abide by the directions issued by the Division and/or the Team Manager.
- 15) Physical Conditioning and Personal Health: Team Members' physical conditioning is essential to championship athletic performance. Team Member herein agrees to participate actively in an off-water training and conditioning program and report to the Team Coach or other designated leader in excellent physical condition, prepared for world-class competition. A Team Member who becomes ill or whose health status changes because of pregnancy, respiratory illness, or other physical condition at any time before or during the event for which the Team Member has been selected agrees to notify the Team Manager of the health condition immediately.
- 16) Drug Testing: Team Member acknowledges and understands that some medications can cause an adverse reading in the event of drug testing. It is the Team Members' responsibility to review and understand the Sport Integrity drug education material concerning testing, types of drugs, banned drugs and allowable medications located at the Australian Sports Anti-Doping Authority at www.sportintegrity.gov.au or on the International Waterski & Wakeboard Federation at www.iwsf.com/antidoping/webpageinformation10.htm and the WAWA Anti-Doping Policy at <https://www.awwf.com.au/wp-content/uploads/2022/09/NIF-Improper-Use-of-Drugs-and-Medicine-Policy-MAR-2022.pdf>. The Team Member agrees to consult with the Team Manager concerning any questionable medication before taking such medicines. The Team Member agrees and understands that use or abuse of any illegal controlled substance at any time while a Team Member will be the basis for such Team Member being dismissed from the team. By signing this document, you have reviewed and understand the drug policies and educational material in the Australian Sports Anti-Doping Authorities, WAWA and IWWF's websites listed above.
- 17) Invitations to Tournaments and Other Activities: The Team Member understands and agrees that any invitation to participate in approved tournaments or other activities as a representative of an Australian Team must be approved by the Division Executive before any such participation.
- 18) Travel and Accommodations: Team Member understands and agrees that the Division or Team Manager will arrange round-trip transportation between a Team Member's home state capital and the official training camp or tournament venue. The Team Member understands and agrees that Team Members will travel as a group where possible to all tournaments. Adult Team Members may request a change of their return transportation in favour of an alternate date. The parent (s) of a minor Team Member may request a change for that minor's return transportation. During travel as part of the Australian team, the team member agrees that family and friends accompanying them must maintain separate accommodations and arrangements from the team. The team member further commits to prioritising the team's activities and objectives over personal engagements with family and friends while traveling on official team business.

19) Foreign Travel Requirements: The Team Member and/or responsible parent or guardian must have an up-to-date Australian Passport, visa and other documents required for entry into various countries. The Team Member will bear all costs of the above documentation. Team Members also understand and agree that they will seek medical advice about immunisation requirements at least twelve (12) weeks before travelling to a foreign country and bear the expense of any required immunisation.

Where countries mandate criminal investigation checks and/or statutory declarations regarding past convictions or other relevant information for foreigners, it is the team member's unequivocal responsibility to fulfill these requirements. The team member must provide all necessary information truthfully and completely. In the event of a visa denial or entry refusal by a country at any time, the team member agrees to indemnify the division and WAWA against all expenses and costs incurred. The team member will be held liable for covering all such expenses.

20) The skier/parent agrees to respond as soon as possible to all requests for information made by the Team Manager. If a skier does not respond by the stated deadline, the skier could be replaced in the team and financial assistance revoked.

BY: _____ DATE: _____

TEAM MEMBER

BY: _____ DATE: _____

PARENT (If Team Member is a Minor)

TEAM MANAGER

- 21) Appointment- From nominations received from State Divisions or individual applicants and voted on by the Division Board.
- 22) Provide a written report to each Australian Meeting on all activities pertinent to the Australian Teams as follows:
- 23) Provide an annual written report to the Division for submission to the Australian Sports Commission as per the criteria detailed by the WAWA office.
- 24) Promote the Australian Team, obtain grant sponsorship, and organise fundraising to help towards overseas travel and training expenses for the Australian Team at the World and Regional Championships.
- 25) Provide budgets for current and future costs incurred at World or Regional Championships, including training schools.
- 26) Keep records of all squad members' tournament scores and progress performances.
- 27) Provide financial statements of income and expenditure incurred for World or Regional Championships.
- 28) Arrange all uniforms for the Team Members, Officials, Reserves, and Independent Skiers.
- 29) Coordinate the travel arrangements to the World or Regional Championships.
- 30) Submit team travel details to the WAWA office for insurance coverage.
- 31) Co-ordinate the accommodation requirements for the Team Members at World or Regional Championships.
- 32) The Team Manager has the authority to obtain sponsorship for all uniforms, wetsuits, travel, etc. and make all Team Members adhere to the sponsorship contract to promote the sponsored items. The sponsorship contract must have the approval of the Division Board.
- 33) The Team Manager, with the approval of the Division Chairman and board, may withdraw a Team Member from representing Australia if that member does not fulfil his obligation to the Division and Australia as a result of unsatisfactory behaviour or refusing to abide by reasonable requests made by the Team Manager.
- 34) The Team Manager will uphold his responsibilities to manage the Team by this agreement and is subject to the same penalties as a Team Member.

IN WITNESS of whom, the Parties in the Agreement duly execute this Agreement.

Division Representative:

BY: _____ DATE: _____

TEAM MANAGER