



Australian Biathlon Athlete Agreement 1 July 2018 - 30 June 2019

1. Overview

The Australian Biathlon Association is the National Federation in Australia for the sport of biathlon and is the National Federation responsible for entering athletes into various international events, including those organised by the International Biathlon Union. The Association also organizes and runs camps and other events in Australia.

The aim of this document is to support the Australian Biathlon Association (AB) purposes, as laid out in its Constitution and Strategic Plan 2018-2026, by providing details which specify how athlete and AB agree to the basis of athlete participation in AB Camps and overseas events for which AB membership is a requirement. This document applies for the period 1 July 2018 – 30 June 2019. This document is adopted as a by-law of AB.

This Agreement is applicable to those attending AB camps in Australia and overseas, as well as those seeking selection for overseas representation. To be eligible to apply for selection to either the Australian Biathlon National Team 2018-2019 or the Australian Biathlon Development Team 2018-2019 an athlete must sign this Athlete Agreement 1 July 2018 – 30 June 2019 as part of the selection application process. Signing this form does not, of itself, entitle any applicant to membership of either of those teams.

2. Obligations of Australian Biathlon

Australian Biathlon shall:

- 3.1. Select, organise and operate an international team or teams of athletes, coaches and necessary support staff to represent Australia in the sport of Biathlon at its sole discretion;
- 3.2. Determine, at its sole discretion and based on the recommendation of the Head Coach of the relevant Camp, the training and competition program for the athletes attending any races, Camps and other events;
- 3.3. Protect all personal, medical, and confidential information gathered in relation to the athlete;
- 3.4. Assist the Athlete in obtaining medical care if required;
- 3.5. Provide at the AB Board's absolute discretion support for the Athlete's Team for training camps and competitions in accordance with the Strategic Plan, budget and policies of AB;
- 3.6. Not require the Athlete to participate in a competition when the Head Coach considers the conditions too demanding for that Athlete;
- 3.7. Grant the Athlete access to the results of all testing done on the Athlete;
- 3.8. Ensure that the Athlete (and their parent where the Athlete is aged under 18) has supplied evidence of their current cover for travel and race insurance to AB's requirements prior to entry into Camps or other event over which AB is the entering authority; where the insurance does not meet AB's requirements, the athlete may not be entered into Camps and/or other overseas events; AB has sole discretion over whether the insurance meets the required standards for Camps and/or any overseas event for which AB is the entering authority
- 3.9. Publish selection criteria for all international teams by the end of the previous Athlete Agreement year, or as soon as practicable thereafter;
- 3.10. Conduct selection of members for all international teams in a manner that conforms with AB's current Selection Policy;
- 3.11. Organise Camps and support for the development and provision of coaching expertise, officials and events in the sport of Biathlon in and outside of Australia in accordance with AB's Strategic Plan;
- 3.12. Reimburse the athletes selected for the 2018-2019 Australian Biathlon National Team (not Development Team) the cost of one Sportful AB official race suit (one race jersey and one pair of race pants) if the athlete purchases a new AB official Sportful race suit prior to the 2018-2019 IBU Season.

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3. Athlete Obligations

The Athlete shall at all times meet the obligations as described the AB Athlete Obligations June 2018 document, available on the AB website at www.biathlon.asn.au

Please tick the boxes:

I have read and understand the Athlete Obligations as per the document Australian Biathlon (AB) Athlete Obligations July 2018 available on the AB website at www.biathlon.asn.au

I have read and understand that as a person required to comply with the Australian Biathlon (AB) Member Protection Policy and AB Child Safe Policy, I must meet the AB requirements in regard to my conduct during any activity held or authorised by AB and in any role I hold within AB, as per the AB Code of Conduct – General Code of Behaviour July 2018 available on the AB website at www.biathlon.asn.au

I have read and understand that the Australian Biathlon (AB) Athlete Code of Conduct July 2018 available on the AB website at www.biathlon.asn.au applies to all athletes involved in AB activities, competitions or teams

4. Breach of This Agreement

AB has the right to take appropriate disciplinary action at its discretion. Such disciplinary action may include a fine, expulsion from events, exclusion from any IBU or other activities for which AB is the entry authority, until otherwise advised. Disciplinary action may also include indefinite suspension of Team Membership status, exclusion from involvement in current and future AB Team or other activities and being sent home. I agree that in the event of any breach (if under 18 years of age) of this Code of Conduct AB may immediately contact and inform my parents of the breach.

5. Fines

A Fine shall be in an amount not exceeding \$A100 per instance and is payable by the Athlete to AB within 28 calendar days of becoming payable. A Fine shall be considered as a reduction in the amount of AB financial support. A Fine becomes payable upon AB sending worded advice of the fine to the email address advised by the Athlete in this Athlete Personal Information section to this Agreement (and to the Athlete's parent email/s where the Athlete is aged under 18).

6. False Statements

An Athlete Agreement document that contains false statements due to the omission by the Athlete of relevant information or the inclusion of false or misleading information renders this Agreement void. AB may remove the Athlete from any Camp or other events and no refund of any Athlete Payment will be made.

7. Dispute Resolution

7.1. AB and the Athlete will refrain from taking grievances public.

7.2. Where the Athlete fails to meet his or her obligations under this agreement the Procedure as outlined in 7.3 below shall be followed:

7.3. Both parties agree to make full use of the provisions of this Agreement before taking any action outside the scope of this Agreement. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this Agreement, it the following shall occur shall forthwith:

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7.3.1. The one party shall notify the other party in writing of the particulars of the alleged default.

7.3.2. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.

7.3.3. The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement.

7.4. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the AB Grievance Procedure to resolve the differences between the parties.

8. Definitions:

AB or Australian Biathlon means the Australian Biathlon Association Inc. Reg. no. A0002041F

Australian Biathlon Athlete Agreement means this Athlete Agreement including the Annexures to the Agreement as follows:

- i. Athlete Personal Info
- ii. Medical Profile / Personal Record
- iii. Past Medical History
- iv. Power to Authorise Medical Treatment
- v. Power to Authorise Medical Disclosure

Australian Biathlon Selection Policy means the Australian Biathlon Selection Policy 2018-2019

Athlete Payment means, in respect of a Camp, the amount that must be paid to AB by the payment date specified for that Camp. The Athlete Payment may vary depending on whether the Athlete is a National Team member, a Development Team member or an Authorised Athlete.

Australian Biathlon Camp means a program of training activities arranged, and/or supported and/or partly funded by AB, including those located in and outside Australia. Camps may have different activity streams for athletes of different performance levels and be integrated with Athlete participation in competitions appropriate to their level of ability. The specific inclusions of each Camp and the cost to the athlete will be published to AB's membership before the date that the Athlete Payment is due for that Camp. Unless specifically noted as an inclusion, transport to and from the Camp (including customs permits and transport arrangements for any firearms) and activities outside the Camp description are not included and are at the Athlete's own cost.

Authorised Athlete has the meaning given to that term in the AB Selection Policy.

Camps means one or more AB Camps

Effective date: the Effective date of this Agreement is the later of

- a) 1 July 2018, and
- b) the date on which the Athlete (and their Parent or Guardian, if appropriate) submits this document in full to satisfaction of the AB Board, including all Annexures and any required accompanying documentation, to email: australianbiathlon@gmail.com
- c) In the case of an Agreement document signed by an Athlete not in good standing, the date by which the Athlete returns to being in a state of good standing.

IBU means the International Biathlon Union.

In good standing means to be a current financial member of the ABA, have completed and submitted the necessary forms and provide a copy of current passport by the due date, not owe any funds to the ABA, not have any debts with the ABA, not be under any bans or restrictions including anti-doping violations, agree to and comply with the current Athlete Agreement and Codes of Conduct

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Athlete Name:

Athlete Signature:

Date: / /

If participant is under 18 years of age:

Name of Parent/Guardian:

Signature of Parent/ Guardian:

Date / /

Official use only:
received by AB per:
Date / / 2018

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Annexure 1: Athlete Personal Info (for AB internal use)

Name:

DOB:

Email:

Phone:

Working With Children number and expiry date (for Over 18s):

Coach name:

Firearms Licence Number and expiry date:

Firearm used:

Firearm/s Make (eg Anschutz or Izhmash)

Firearm/s Model (eg 1821)

Firearm/s Owner:

Firearm/s Serial Number

(the number engraved on the barrel, usually starting with either "3" for Anschutz, or "H" for Izhmash):

Previous Experience

Please tell us a little about your experience in biathlon, cross country skiing or marksmanship

Athlete to supply high resolution (2MB or larger) photo

Parent/Guardian Name (if under 18):

Parent/Guardian Email:

Parent/Guardian Phone:

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Annexure 2: ATHLETE MEDICAL PROFILE / PERSONAL RECORD

Medical information may be kept by the Executive Officer as per requirements of the Associations Incorporation Reform Act 2012 and other applicable legislation.

Athlete Surname

Given Names

Address

Phone

E-mail

Gender: Male /Female

Date of Birth

Age (years)

Height cm

Weight kg

Blood Group

Do you object to transfusions? (circle one) Yes No

Emergency Contact - Next of Kin (Parents/Guardian/Spouse/Partner) Details:

Person 1 Name:

Relationship

Address

Phone Mobile

E-mail

Person 2 Name:

Relationship

Address

Phone Mobile

E-mail

Your Doctor

Name

Address

Phone

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Annexure 3: Past Medical History

Medical information may be kept by the Executive Officer, as per requirements of the Associations Incorporation Reform Act 2012 and other applicable legislation.

1. Have you ever had:

| | Yes | No | If yes, give details |
|-------------------|-----|----|----------------------|
| Epilepsy | | | |
| Hepatitis A/B/C | | | |
| Migraines | | | |
| Diabetes | | | |
| Heart problems | | | |
| Heart murmur | | | |
| Asthma/bronchitis | | | |
| Hernia | | | |
| Concussion | | | |
| Allergies | | | |
| Depression | | | |

2. Do you wear:

| | Yes | No | If yes, give details |
|-----------------------|-----|----|----------------------|
| Glasses | | | |
| Contact lenses | | | |
| Protective equipment: | | | |
| Any? | | | |
| At training | | | |
| At competition | | | |

3. Have you sustained:

| | Yes | No | If yes, give details |
|--------------------------------|-----|----|----------------------|
| A fracture in the last 3 years | | | |
| A dislocation | | | |

4. Do you suffer from:

| | Yes | No | If yes, give details |
|--|-----|----|----------------------|
| Recurring pain in any joint with play/practice | | | |

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5. Have you ever had, or do you currently have, any condition that impacts on either your training or your ability to compete?

Yes No

If Yes:

a/ when did you last seek medical attention for this condition?

b/ are you currently being treated for this condition? Yes No

If yes please give details:

6. List all prescriptions and chemist medications, you take:

7. List all supplements and herbal/naturopathic products you take, including the brand name:

8. For allergies and asthma, please supply a copy of your management plan from your doctor as appropriate

To the best of my knowledge, all the information contained on this sheet is correct.

Athlete Name

Athlete Signature

Date / /

Name of guardian

(If the Applicant is under 18 years of age)

Guardian Signature

Date / /

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Annexure 4: Power to Authorise Medical *Treatment*

In case of illness or injury, the camp participant will be treated at the most appropriate medical facility.

I/We _____

being the athlete/parents or guardians of

_____,

recognise that medical treatment may be necessary as a result of my/my child's participation in an Australian Biathlon (AB) Camp. To facilitate appropriate treatment if required, I/we hereby authorize the coaches and staff of AB to administer or organize the administration of recommended medical treatment of me/my child by such medical personnel as may be required including but not only medical doctor, hospital, emergency technician and/or other paramedic. This authorisation is complete in and of itself and is fully operative under my signature for the duration of me/my child's participation in all AB programs. It is made in full knowledge that a full medical profile of me/my child has been made and provided to AB and that AB has relied upon that profile.

Athlete Name

Athlete Signature

Date / /

Name of guardian

(If the Applicant is under 18 years of age)

Guardian Signature

Date / /

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Annexure 5: Power to Authorise Medical *Disclosure*

In case of illness or injury, Australian Biathlon (AB) needs to understand the issues impacting the athlete's ability to participate in any event or be fit to train for Biathlon.

I/We _____

being the athlete/parents or guardians of

recognise that a medical condition may occur during my/my child's participation in an AB Camp.

To facilitate appropriate management of the Camp, I/we hereby authorize the medical staff treating the Athlete to discuss and disclose such information about the medical treatment and medical condition of the Athlete as is necessary for the Head Coach to understand the impact on the athlete's ability to participate in any event or fitness to train for Biathlon.

This authorisation is complete in and of itself and is fully operative under my signature for the duration of me/my child's participation in all AB programs. It is made in full knowledge that a full medical profile of me/my child has been made and provided to AB and that AB has relied upon that profile.

Athlete Name

Athlete Signature

Date / /

Name of guardian
(If the Applicant is under 18 years of age)

Guardian Signature

Date / /

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