



**2010 AUSTRALIAN YOUTH OLYMPIC TEAM
MEMBERSHIP AGREEMENT – ASSOCIATE OFFICIALS**

1. Recognition

I acknowledge that being an Associate Official to the 2010 Australian Youth Olympic Team (“Team”) is an honour and a privilege and that my recognition as an Associate Official is subject to my compliance with the terms of this Agreement.

2. Period of Agreement

2.1 This Agreement commences on the date of:

- (a) my recognition as an Associate Official to the Team; or
- (b) the receipt of this Agreement, signed by me (and my parent/guardian where I am a minor), at the Sydney office of the AOC by the Director of Sport, if later than the date of my recognition;

and concludes at midnight on 28 August 2010.

3. Associate Official Benefits

3.1 The AOC agrees to provide me, as an Associate Official to the Team, with the following benefits, subject to the sole and absolute discretion of the AOC:

- (1) my accreditation for the Games (if applicable);
- (2) limited ground transport for the Games;
- (3) limited personal injury insurance as determined by the AOC;
- (4) administrative support to facilitate athlete participation in events at the Games; and
- (5) limited items of Team Uniform consistent with the requirements of an Associate Official.

3.2 I acknowledge that the AOC will not pay, and my NF or I will pay:

- (1) All costs associated with my travel to and from the Games;
- (2) All costs associated with my accommodation and meals during the Games; and
- (3) All other costs and charges not provided for by the AOC.

4. My Obligations

4.1 As an Associate Official to the Team, I shall:

- (1) comply with and be bound by the AOC Constitution, the AOC By-Laws including the AOC Ethical Behaviour By-Law, World Anti-Doping Code, AOC Anti-Doping By-Law, Olympic Insignia Protection Act 1987 and the terms of this Agreement;
- (2) respect the spirit of fair play and non-violence and behave accordingly;
- (3) carry out my duties to the Team to the best of my ability;
- (4) not at any time engage in conduct (whether publicly known or not and whether before or after the date of my recognition as an Associate Official, which could bring or would have the tendency to bring me or my sport into disrepute or censure, or which could be or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the AOC or Team Sponsors, or as a result of which my continued recognition as an Associate Official would not be or would not be likely to be in the best interests of the Australian Youth Olympic Team;

- (5) not at any time (whether before or after the date of my selection) be convicted of, or charged with, any serious offence involving alcohol or drugs, or any sex offence, or any offence which is punishable by detention or imprisonment;
- (6) comply with all reasonable directions of, and arrangements made by, the Chef de Mission and any person appointed by him;
- (7) wear and use exclusively the Team Uniform as prescribed by the Chef de Mission or his/her nominee;
- (8) not use, attempt to use, have in my possession, attempt to have in my possession, traffic or attempt to traffic a 'drug of addiction', 'poison', or 'restricted substance' in contravention of the Poisons and Therapeutic Goods Act 1966, NSW (as each of these words and phrases is defined in the Act);
- (9) not possess, consume, administer, or purchase alcohol or prohibited substances while I am an Associate Official to the Team during the Games Period;
- (10) not appear in, participate in or permit my Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to the Games;
- (11) not participate or assist in any gambling or betting activities associated with the staging of the Games or any performances at the Games;
- (12) not make any kind of demonstration or publish any political, religious or racial propaganda in the Olympic Venues, Olympic Village or other official areas;
- (13) assist and co-operate with the AOC and the Team Sponsors to enable the Team Sponsors to maximise the promotional benefits from their sponsorship of or supply to the AOC and the Team;
- (14) comply with all reasonable directions of the AOC or its authorised nominees in assisting the AOC and the Team Sponsors, including, but without limitation, ensuring that any Marks of Team Sponsors receive the widest possible exposure in accordance with By Law to Rule 41(3) of the Olympic Charter;
- (15) comply with and be bound by the Media Guidelines in force and as supplemented by the AOC Blogging Guidelines as amended or varied from time to time by the AOC or the Chef de Mission; and
- (16) honestly and fully disclose and continue to disclose any information to the AOC 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 as listed at clause 15 of this Agreement and that it is my responsibility to do so.

4.4 I agree that the AOC may store, use or disclose personal or biographical information about me for the purposes of the Team and in accordance with the AOC's Privacy Policy.

4.5 If I breach any one of the obligations in Clause 4 as determined by the AOC in its sole and absolute discretion (or, during the Games Period, the Chef de Mission in his sole and absolute discretion), I agree that the AOC in its sole and absolute discretion (or, during the Games Period, the Chef de Mission in his sole and absolute discretion) may terminate my recognition as an Associate Official to 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 Chef de Mission, Chief Operating Officer and/or Athlete Support Services Director and that:

- (1) where a Athlete Support Services Director or the Chief Operating Officer receives a complaint about my behaviour, or believes on other grounds that I may have breached this Agreement, the Chief Operating Officer will investigate the matter and report all information to the Chef de Mission;
- (2) the Chief Operating Officer has the authority to determine the sanction to be applied to me for a breach of the required standard of behaviour, except where the Chief Operating Officer believes that a sanction under (4) should apply. Each complaint will be dealt with on a case by case basis;

- (3) where the recommendation of the Chief Operating Officer is that a sanction under (4) should apply, I will be provided with a written notice specifying the nature of the alleged breach. I agree that I will honestly and fully disclose all relevant information to the Chef de Mission concerning the alleged breach and provide a response to the alleged breach within such time period as the Chef de Mission considers in his sole and absolute discretion reasonable;
- (4) the Chef de Mission may, in his 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 recognition as an Associate Official to the Team;
 - (b) require me to leave the Games and Games Accommodation;
 - (c) exclude me from participation at the Games;
 - (d) cancel or impound my Games identity card or accreditation;
 - (e) require me to take or not to take such action as deemed appropriate by the Chef de Mission; or
 - (f) impose financial penalties in respect of AOC financial or other support provided to me.

6. Team Uniform

6.1 I acknowledge that the Team Uniform is given to me by the AOC for the sole purpose of my participation in the Games and at all times remains the property of the AOC. 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 the AOC;
- (2) I will not sell, give away or part with the Team Uniform or any part of it without the prior written permission of the AOC, this permission may be given on such terms as the AOC may in its absolute discretion determine; and
- (3) I will not permit, and will not allow third parties, to use the Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale without the prior written permission of the AOC. This permission may be given on such terms as the AOC may in its absolute discretion determine.

I particularly acknowledge that the Team Uniform bears depictions of the Olympic Symbol and the Australian Coat of Arms. I acknowledge I have no right to use either or both of these symbols.

Should I breach the above conditions, I will immediately deliver up all of the Team Uniform to the AOC at its request.

10. Release and Indemnity

- 10.1 I agree not to sue and hereby release, indemnify and keep indemnified the AOC, the AOC'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, or any claims for loss for which I may be liable to any person, in the course of or consequent upon my recognition as an Associate Official to the Team or participation in the Games;
- 10.2 I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my 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.
- 10.3 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 AOC 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. Dispute Resolution

- 11.1 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.

12. Proper Law

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

13. Severability

13.1 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.

14. Entire Agreement

14.1 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.

Documents available by reference (in force at the date of this Agreement and as amended from time to time):

- (1) AOC Constitution (available on olympics.com.au);
- (2) AOC By-Laws (available on olympics.com.au);
- (3) AOC Privacy Policy (available on olympics.com.au);
- (4) Olympic Charter (available on olympics.com.au or olympic.org);
- (5) IOC Internet Guidelines (available on olympics.com.au or olympic.org);
- (6) IOC Blogging Guidelines (available on olympics.com.au or olympic.org);
- (7) IOC Code of Ethics (available on olympics.com.au or olympic.org);
- (8) AOC Guidelines on the Interpretation of Rule 51.3 (available on olympics.com.au);
- (9) Olympic Insignia Protection Act 1987 (extracts) (available on olympics.com.au); and
- (10) World Anti-Doping Code (available on wada-ama.org); and
- (11) AOC 2010 Australian youth Olympic Team Membership Agreement – Officials including the Media Guidelines incorporating AOC Blogging Guidelines annexed as a Schedule to this Agreement.

16. Definitions & Interpretation

16.1 In this Agreement the words and phrases have the same meaning as defined in the AOC 2010 Australian Youth Olympic Team Membership Agreement – Officials.

17. Associate Official's Disclosure

(Please identify if there are any matters to be disclosed in respect of clauses 4.1(4) or 4.1(5) in this Agreement ie identify any disreputable conduct, criminal convictions or criminal charges.)

18. Associate Official's Signature

Associate Official's Signature:

Associate Official's Name:

Sport:

Dated:

Signed in the presence of:

Witness' Signature:

Witness Name:

Witness Address:

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