



## **AUSTRALIAN ICE HOCKEY FEDERATION INC**

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### **TEAM AGREEMENT**

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**DOCUMENT THAT IS REQUIRED TO BE SIGNED BY ALL PERSONS  
SELECTED IN THE AUSTRALIAN TEAM/SQUAD**

**AUSTRALIAN ICE HOCKEY FEDERATION  
INCORPORATED (“AIHF”)**

Subject to you signing the attached Team Agreement you will be considered for selection in the Australian Ice Hockey Team to represent Australia,

The attached Team Agreement sets out your responsibilities and those of AIHF in relation to your membership of the Team should you be selected. Please note that under the agreement AIHF will not be responsible for any injury or loss you suffer as a result of your participation as a Team member.

Please read the attached agreement. Once you are sure you understand the obligations set out in the agreement, you should sign the agreement at Schedule 1 before an independent adult witness. This signifies that you understand the agreement, and that you will abide by it. Please ensure you also complete the Medical Profile attached to the agreement (schedule 2), and provide details of your current sponsorship arrangements in Schedule 3.

If you are under 18 years of age, your parent or legal guardian must also read the agreement and sign the Parents/Legal Guardian's Agreement where indicated at the end of Appendix 1 to Schedule 1. This ensures your parent or guardian is fully familiar with both your obligations under the agreement and their own obligations as well.

You are required to return the completed and signed execution page to the AIHF Team Manager.

If you have any concerns about the attached agreement, AIHF urges you to contact the Secretary of AIHF to discuss or otherwise seek independent legal advice.

**Steps:**

- 1. Read the agreement.**
- 2. Turn to Schedule 1 and complete the Agreement details. Once the details have been completed, please sign the agreement where indicated in the presence of an independent adult witness. The witness must also sign the agreement where indicated.**
- 3. Parents or legal guardians of Athletes under 18 years of age should execute the Parent/Legal Guardian Agreement at Annex 1 to Schedule 1 and sign the execution page on Schedule 1.**
- 3. Complete the Player Medical Profile at Schedule 2.**
- 4. Where applicable, Complete Schedule 3, which requires details of your current sponsorship arrangements (those entered into prior to the date of this agreement), for the purpose of determining conflicts under clause 12.**
- 5. Submit all completed and signed documents to your AIHF Team Manager.**
- 6. You should keep one copy of the signed agreement.**

## TEAM AGREEMENT

### PARTIES

**BETWEEN: AUSTRALIAN ICE HOCKEY FEDERATION INCORPORATED**  
of ACT Sportshouse, 100 Maitland Street Hackett ACT ("AIHF")

**AND: The Athlete named at Schedule 1 to this agreement.** ("Athlete")

### RECITALS

- A. I, the Athlete, understand that I am eligible for selection as a member of the Australian National **[Senior, Women's, Junior or Youth]** Ice Hockey Team/Squad ("Team"), subject to entering into this agreement.
- B. This agreement sets out the terms and conditions on which I will participate as a Team member.
- C. By signing this agreement I agree to comply with the terms of this agreement, and in return will be granted the right to be considered for selection, and if selected, remain a member of the Team, with certain benefits.

### IT IS AGREED:

#### 1 PERIOD OF AGREEMENT

I acknowledge that this agreement commences on the date AIHF selects me in the Team and concludes upon my release from the Team by AIHF.

#### 2 GOVERNING RULES

- 2.1 I agree that the constitution and by-laws of the International Ice Hockey Federation ("**IIHF**") and the constitution and by-laws of AIHF govern my participation in the Team ("**Governing Rules**").
- 2.2 If there is any inconsistency in the constitution and by laws of IIHF and AIHF, I understand the constitution and by laws of IIHF prevail in respect of the inconsistency.
- 2.3 I agree to be bound by the Governing Rules.

#### 3 ORDER OF PRECEDENCE

I understand and agree it is intended that this agreement has precedence over any agreement with or instructions from:

- 3.1 my state sporting association ("**Sporting Authority**"), or any sponsor of the Sporting Authority, except as provided in this agreement;
- 3.2 any of my employer, manager, agent, consultant, adviser or coach; or
- 3.3 my personal sponsors, or any other party with whom I have contracted;

relating to my provision of services, endorsement, publicity or otherwise. To the extent of any conflicting agreement or instruction under this **clause 3**, I and AIHF agree to consult with the party claiming such conflict in order to resolve the conflict to the reasonable satisfaction of all parties. I warrant that my entry into this agreement does not breach any existing agreement between me and

any other person.

#### 4 **BENEFITS**

- 4.1 In return for me agreeing to comply with the obligations set out in this agreement, I understand I am entitled to receive, at minimal or no cost, the benefits set out in **clause 4.3 below**. I also understand that not all the Benefits may be available to me where I am only selected in a squad. Whether all the benefits will be available to me will be in the discretion of the AIHF National Team's Manager or Head Coach.
- 4.2 Subject to **clause 4.1** and me complying with my obligations under this agreement, AIHF agrees to:
- (a) use reasonable endeavours to ensure the Benefits in **Clause 4.3** are provided to me; and
  - (b) provide the Benefits in **Clause 4.3** to me.
- 4.3 Benefits to be provided to the Team members:
- (a) A travel subsidy as determined appropriate by AIHF.
  - (b) Obtaining and maintaining personal accident insurance, from the time of departure from Australia en route to the country or city of destination for competition or training (unless the Athlete departs from Australia prior to the official Team departure, in which case insurance will not commence until the Athlete has officially entered the Team's accommodation), until the first destination (excluding overnight transit when returning to Australia) on any travel after the competition or training has concluded.
  - (c) The benefit of training, coaching and other preparation and support for the Team (as appropriate).
  - (d) Administrative support to permit the Athlete's participation in the Team, including accreditation and obtaining access to training and competition venues (where required) as determined appropriate by AIHF.
  - (e) Use of a Team uniform, training and competition apparel and equipment (including maintenance thereof as appropriate) and other items of clothing in AIHF's discretion.

#### 5 **ATHLETE'S OBLIGATIONS**

##### 5.1 **Team member**

I agree to comply with the obligations imposed on me personally or as a Team member under this agreement, including compliance with the Governing Rules.

##### 5.2 **Parent/legal guardian consent**

- (a) If I am under 18 years of age, I will immediately obtain the consent of my parent or legal guardian to my participation in the Team, in accordance with, and in the form set out in Appendix 1 to Schedule 1 to this agreement.

- (b) If I am under 18 years of age and unable to obtain the consent of my parent or legal guardian, as required in **clause 5.2(a)**, this agreement will be deemed:
  - (i) void and of no legal effect; or
  - (ii) not to have commenced until such time as the consent of my parent or legal guardian is obtained.
- (c) If my parent or legal guardian withdraws his or her consent during the period of this agreement, and I am under 18 years of age at that time, I agree that **clause 15** applies.

## 6 SELECTION

### 6.1 Conditions of Team selection

I acknowledge and agree that Team selection is conditional upon:

- (a) me satisfying the competitor eligibility criteria and Selection Policy of AIHF and in the Governing Rules;
- (b) me satisfying, and complying with, the selection procedure of my Sporting Authority if any;
- (c) me acting in a manner consistent with being a national representative in Ice Hockey; and
- (d) any other condition AIHF may impose on my selection.

### 6.2 Selection in Team

I acknowledge and agree that:

- (a) Team selection does not automatically mean that I will compete as an Australian Ice Hockey representative;
- (b) where I am selected I must be available to compete unless I am injured or otherwise unable to compete;
- (c) AIHF may impose further selection conditions on me; and
- (d) failure to comply with this agreement may result in me not competing as an Australian Ice Hockey representative in AIHF's discretion.

### 6.3 Selection Disputes

- (a) I acknowledge and agree that any dispute as to Team selection will be dealt with speedily in accordance with this agreement or my Sporting Authority, as appropriate. I will not make any comment or statement to the media regarding any such dispute which occurs during the period of this agreement or for the period of this agreement. I also acknowledge that sanctions may be imposed on me for any such comment or statement.
- (b) Both AIHF and I agree that, unless otherwise required by an independent dispute resolution authority, any dispute regarding selection, or any reasons for decision in respect of a selection dispute, will be confidential. It is agreed that the outcome of

any such decision can only be made public by the agreement of the parties to the dispute.

## 7 TEAM OBLIGATIONS

As a member of the Team I will, for the period of this agreement:

- 7.1 observe and comply with this agreement and the Governing Rules;
- 7.2 be subject to the reasonable control, management and discretion of, and observe and comply with all reasonable directions of AIHF and authorised Team officials;
- 7.3 act in a proper manner so as not to bring me, AIHF, any AIHF sponsor or Team sponsor (**“Authorised Sponsors”**), or the Team into disrepute or censure to the absolute satisfaction of AIHF;
- 7.4 not make, comment, issue, authorise, offer or endorse any public criticism or statement having or likely to have a prejudicial effect on the interests of AIHF, any Authorised Sponsor, the Team or any member of IIHF, AIHF or the Team;
- 7.5 not participate in any kind of demonstration or propaganda whether political, religious or racial provided that the prohibition on such participation shall not extend to the observance of personal religious days of worship;
- 7.6 respect the spirit of fair play and non violence and behave accordingly during my membership of the Team;
- 7.7 not use substances and procedures prohibited by or under the rules of policies of IIHF, the Australian Olympic Committee ("AOC"), AIHF or my Sporting Authority, as set out in **clause 8** of this agreement;
- 7.8 travel to, and depart from, appropriate venues on the dates and in the manner determined or approved by AIHF;
- 7.9 stay in AIHF prescribed accommodation for such period as required in order to fulfil my obligations to the Team;
- 7.10 pay for such reasonable and appropriate insurance obtained and maintained by AIHF to cover my personal injury or accident, property, travel and health, to the extent that this is not a Benefit or covered by any other party;
- 7.11 obtain and maintain my best possible physical fitness and health and carry out my duties to the Team and AIHF to the best of my ability;
- 7.12 wear the Team uniform and such other clothing and use equipment supplied to me as a member of the Team, at all matches, events, training, activities or functions (including promotional appearances) as directed by AIHF,;
- 7.13 support all fellow Team members;
- 7.14 engage in any match, training, activity, sport or pastime associated with Ice Hockey and appropriate to my membership of the Team, as is reasonably required or directed by AIHF; and

- 7.15 immediately advise AIHF of any injury that might prejudice any participation as a member of the Team.

## 8 DOPING REQUIREMENTS

### 8.1 Jurisdiction of doping authorities

I acknowledge that there are a number of authorities and regimes in relation to proscribed substances and proscribed techniques which I must comply with during the period of this agreement including:

- (a) the International Olympic Committee ("IOC"), the IIHF and the AOC are responsible for doping control for the duration of any Olympic Games in which the Team may compete in accordance with the IOC and AOC doping policies and rules;
- (b) AIHF is responsible for doping control in accordance with the AIHF Doping Policy.

I acknowledge that the relevant rules, regulations and policies of these authorities together constitute the anti-doping rules which I must comply with under this agreement ("**Ant-Doping Rules**").

### 8.2 Acknowledgment regarding doping

- (a) I acknowledge the Anti-Doping Rules apply to satisfy the obligations of AIHF to safeguard the health and safety of Team members and ensure respect for the ethical concepts implicit in fair play and medical practice.

### 8.3 Observance of rules and laws

I agree:

- (a) to observe and comply with the Anti Doping Rules (as appropriate), including undergoing testing and providing samples;
- (b) any failure by me to comply with the Anti-Doping Rules, including failing or refusing to undergo testing, or having test results which detect use of a prohibited substance or technique, will render me liable to immediate dismissal from the Team; and
- (c) not to use, attempt to use, have in my possession, attempt to have in my possession, traffic or attempt to traffic a drug of dependence or any substance prohibited under the laws of the country or state in which I am travelling.

## 9 MEDICAL REQUIREMENTS

### 9.1 Medical Profile

- (a) I have completed the medical profile in **Schedule 2 ("Medical Profile")** immediately prior to or on execution of this Agreement.
- (b) I confirm the information contained in the Medical Profile is true and correct in every particular, and I agree to notify AIHF or the authorised Team official of any change of details immediately.

- (c) AIHF agrees that the information in the Medical Profile is confidential, except to the extent that this information is public knowledge or required for legal, medical, administrative or competition purposes in accordance with this agreement. In particular, I authorise the disclosure of any information contained in the Medical Profile to the Team Medical Co-ordinator (“**Medical Co-ordinator**”).

## 9.2 **Disclosure of Information**

I authorise:

- (a) any medical practitioner, sports scientist or therapist whom I have consulted during the 12 months prior to the commencement of this agreement or during the period of this agreement to provide details to the Medical Co-ordinator of any illness, disease or injury which I have suffered or any pre-existing medical condition. I understand this information will be provided at the request of the Medical Co-ordinator and is required to determine my medical fitness to carry out my duties to the Team to the best of my ability or to assess the risk of preventing other Team members from performing to the best of their ability;
- (b) the Medical Co-ordinator to make full disclosure to AIHF and any authorised Team official of any information obtained under **clause 9.1, clause 9.2(a)** or **clause 9.3** including any diagnosis or treatment that has been made or prescribed for me; and
- (c) AIHF to retain any medical information set out in the Medical Profile or obtained in respect of me and the results of any tests or examinations carried out on me for use in research and publication in medical and scientific papers, provided that such publication maintains my anonymity.

## 9.3 **Medical testing**

- (a) I agree to undergo such medical testing as may be reasonably required by the Medical Co-ordinator, including, but not limited to, giving blood and tissue samples for analysis. I agree that such analysis may include testing for human immunodeficiency virus (HIV). I also acknowledge that additional testing may be required in accordance with the Governing Rules.
- (b) The facts and the results of such medical testing will be confidential in the hands of the Team medical staff, except to the extent that the same is public knowledge or required for legal, medical, administrative or competition purposes in accordance with this agreement.

## 9.4 **Medical consent**

I agree that if I suffer any injury, damage or loss to my person, I will submit to medical treatment, and wherever possible, in accordance with the recommendation of the Medical Co-ordinator.

### 9.5 **Athlete Participation**

I acknowledge that AIHF or an authorised Team official, acting on advice from the Medical Co-ordinator, may direct me not to participate in training or competition (as applicable) if, in the Medical Co-ordinator's opinion, my participation would constitute an unacceptable risk of:

- (a) causing me harm, injury or death;
- (b) aggravating an existing injury or illness I may have; or
- (c) infecting or injuring other Team members or officials or other competitors.

### 9.6 **Use of Drugs**

I agree that I will not use drugs (whether prescription or otherwise) whilst a member of the Team without this use being under the supervision of the Medical Co-ordinator or a person duly authorised by the Medical Co-ordinator.

### 9.7 **Directions**

I agree to comply with all reasonable directions given by the Medical Co-ordinator concerning medical matters.

### 9.8 **Health Fund**

I acknowledge that other than protection provided to me in this agreement, I will participate in the Team at my own risk. I acknowledge that subject to this agreement I will be responsible for any costs if I suffer any injury, damage or loss. I also acknowledge that it is recommended that I join a private health fund.

## 10 **MEDIA AND PUBLIC RELATIONS**

### 10.1 **Media Guidelines**

I agree that:

- (a) Except as provided in this **clause 10.1**, I will not comment on AIHF, any Authorised Sponsor, the Team, any Team official or member or any arrangements for the Team without the express permission of AIHF or any duly authorised Team official;
- (b) I am entitled to make public comment or communicate with the media in relation to my personal performance in the Team. I acknowledge assistance is available from Team officials in this regard;
- (c) I may decline to comment to the media on any matter; and
- (d) "During competition dates" I will not have or make any agreements, arrangements or understandings for:
  - (i) exclusive media interviews;
  - (ii) acting as a journalist or in any other media capacity;

- (iii) authoring any public or media commentator
- (iv) any interview for reward

without AIHF's consent which will not be unreasonably withheld.

"During competition dates" for the purposes of this **clause 10.1(d)** means the period commencing at midnight on the day before an event and continuing until midnight on the last day of the event. Any "event" means any match or series of matches between Australia and one or more international teams, and includes any period of training associated with an event.

## 10.2 **Public relations**

I will be available to assist in public relations and Authorised Sponsor exercises, as required or directed by AIHF or other authorised Team officials, provided such requirements are reasonable and do not unreasonably interfere with my training or preparation for competition or other obligations under this agreement. I understand that I must comply with all reasonable directions given by AIHF and the relevant sponsor in regard to my participation in any public relations exercise or appearance. I acknowledge that such assistance is necessary to promote AIHF and Authorised Sponsors. I understand that I may be paid for promotional appearances. I also understand I may be reimbursed for expenses incurred by me in attending such promotional appearance. Whether I am entitled to, and the terms and conditions of, any such payment and/or reimbursement will be determined by AIHF in its sole discretion.

## 11 **PROPAGANDA AND ADVERTISING**

### 11.1 **Purpose of Requirements**

I acknowledge the importance of:

- (a) protecting Authorised Sponsors and the Team against ambush marketing and conflicting sponsorships; and
- (b) ensuring a unified Australian Team, consistent with the Governing Rules.

### 11.2 **Requirements Regarding Propaganda and Advertising**

I acknowledge and agree:

- (a) that statements or demonstrations (whether verbally, in writing or by any act or omission) regarding political, religious or racial matters are contrary to the objects and purposes of AIHF, and that sanctions may be imposed on me for any such statement;
- (b) other than as provided in **clause 12** of this agreement, I may not allow my name, image, voice, reputation, signature, likeness, person or performance ("identity") in the Team to be used by any party for advertising, sponsorship, endorsement or promotional purposes for the period of this agreement; and
- (c) that I have no rights, including intellectual property rights, to any merchandise, advertisement or propaganda using my identity used by AIHF or any Authorised Sponsor.

### 11.3 **Warranty as to identity**

I warrant that I have not assigned or licensed my identity to any other person in a way that would prevent AIHF or an Authorised Sponsor from using my identity under this agreement.

## 12 **SPONSORSHIP**

### 12.1 **Sponsorship of AIHF**

I acknowledge the importance of:

- (a) ensuring the continued financial support of AIHF and IIHF, by Authorised Sponsors, to enable AIHF to fulfil its obligations to assist athletes to prepare for and participate in the Team and future Australian teams; and
- (b) my assistance in participating in appropriate sponsorship activities in a manner compatible with enhancing my reputation as an Australian representative, enhancing Authorised Sponsors and their role in supporting Australian Ice Hockey and AIHF and with fundraising activities of AIHF.

### 12.2 **Co-operation with AIHF**

I agree that during the term of this agreement, I will:

- (a) assist and co-operate with AIHF and IIHF, the Team and the Authorised Sponsors to enable the Team and the Authorised Sponsors to maximise the promotional benefits from sponsorship of AIHF and the Team; and
- (b) comply with all reasonable directions of AIHF or its authorised nominees in assisting AIHF and IIHF, the Team and the Authorised Sponsors;

except in respect of my conflicting sponsor(s), if any. In this regard, I confirm my current sponsorship arrangements are those listed in **Schedule 3** to this agreement. AIHF will determine whether there is a conflict between my sponsors (listed in **Schedule 3**) and the Authorised Sponsors for the purposes of this **clause 12** in its sole discretion.

### 12.3 **Use of identity**

I agree that during the term of this agreement:

- (a) AIHF or an Authorised Sponsor may use my identity at any time and at any place (including any ice hockey event or function as required by AIHF) or on any merchandise to promote AIHF, an Authorised Sponsor of the Team or any part of the Team.
- (b) AIHF or an Authorised Sponsor may use my identity to promote AIHF or an Authorised Sponsor in any advertising, promotion or marketing activity or on any merchandise or at any ice hockey match, event or function.
- (c) I will not appear or participate in, or permit my identity to be used on any merchandise or in any advertising, promotion or marketing activity for any person which competes in any way with AIHF, the Team or any Authorised Sponsor, without the prior written consent of AIHF and the relevant Authorised Sponsor, which consent will not be unreasonably withheld, as determined in accordance with

**clause 12.4** Where such appearance or participation is in the normal course of my employment and is unrelated to any athletic performance of membership of the Team consent under this clause is not required.

- (d) I will immediately notify AIHF if I become aware of any unauthorised use of my identity.

#### 12.4 **AIHF's consent**

AIHF and the relevant Authorised Sponsor will give their consent to my participation in an advertising, marketing or promotional activity in accordance with **clause 12.3(c)** if the activity:

- (a) is the subject of an agreement listed in **Schedule 3** to this agreement (and which is determined by AIHF and IIHF not to conflict with the Authorised Sponsors);
- (b) does not represent a sponsorship, approval or affiliation with AIHF and IIHF, an Authorised Sponsor or the Team which does not exist; and
- (c) does not bring AIHF and IIHF, the Team or the Authorised Sponsor into disrepute or censure.

### 13 **RELEASE AND INDEMNITY**

13.1 **Definition of AIHF.** For the purposes of this clause "AIHF" means and includes:

- (a) AIHF, its members, Board, Committees or other bodies set out in the AIHF constitution;
- (b) officials, coaches, medical practitioners (including the Medical Co-ordinator), sports scientists, therapists and other members of the Team;
- (c) any independent contractor from time to time employed by AIHF; or
- (d) any voluntary worker carrying out duties for AIHF or the Team, whether in an honorary capacity or otherwise.

13.2 In entering into this agreement and for the purposes of this, AIHF is and is deemed to be acting as agent and trustee on behalf of or for the benefit of all persons who may occupy any of the above positions (other than AIHF itself) and that all such persons are or are deemed to be parties to this agreement.

#### 13.3 **Liability of AIHF**

I agree that AIHF will not be under any liability to me for any loss, damage or injury of any kind arising from or in connection with, directly or indirectly, any act, omission or fault of any person (including AIHF) in respect of:

- (e) my membership of the Team;
- (f) my participation in any training or competition with or for the Team;
- (g) any disciplinary action taken against me or involving me by AIHF or my Sporting Authority; or

- (h) any issue arising in respect of selection for the Team;

and I hereby indemnify and will at all times keep indemnified AIHF from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by me or taken or made against AIHF in connection with or arising out of any such loss, damage or injury, except to the extent that the same is due to gross negligence on the part of AIHF.

I further agree (without imposing any obligation upon AIHF to do so) that AIHF may act as my agent in incurring expenses in doing whatever is reasonably necessary for my benefit arising out of or connected with such loss, damage or injury.

## 14 RESTRAINT OF TRADE

14.1 I acknowledge and agree that this agreement restricts my absolute freedom to exploit my likeness, name, image, person, or performance as a member of the Team, and I acknowledge and agree that such restrictions are necessary and reasonable in the public interest and for the purposes of protecting the sources of income from marketing and fundraising, which are necessary to fund:

- (a) the operations of the AIHF in facilitating the Team; and
- (b) the development and participation of competition in future Australian representative Ice Hockey teams.

## 15 BREACH OF AGREEMENT

### 15.1 Action in respect of breach.

I acknowledge and agree that if I breach any part of this agreement, AIHF may in its discretion:

- (a) terminate my membership of the Team;
- (b) immediately require me to return home from any training or competition venue (at my own expense);
- (c) exclude me from any training or competition;
- (d) restrict Benefits which I would otherwise receive under this agreement;
- (e) initiate appropriate disciplinary proceedings against me in accordance with this agreement, the AIHF constitution or the rules of my Sport Authority; or
- (f) otherwise deal with me as it sees fit;

subject always to AIHF according me natural justice.

### 15.2 Athlete's obligations continue

Notwithstanding any action by AIHF under **clause 15.1**, the obligations on me will continue in full force and effect unless AIHF provides me with a written release from this agreement or some part of this agreement. I agree that I will still have obligations under this agreement, even if I am released from some part of this agreement under this **clause 15.2**.

## 16 AGENT AND ATTORNEY

- 16.1 I agree to appoint the President of AIHF or his/her nominee, as my agent and attorney to commence in my name all actions, suits, causes of action, proceedings, claims and demands which are reasonably necessary (without obligation on AIHF to do so) against any person or entity, using the my likeness, image, name, person or performance as a member of the Team which may cause me to be in breach of the restrictions and obligations contained in **clauses 10, 11 and 12**, irrespective of my prior consent or agreement to such use.
- 16.2 If I have not agreed or consented to such use by person or entity under **clause 16(a)**, AIHF will be responsible for and will indemnify me and keep me indemnified from and against all costs, expenses and any judgement or damages awarded against me arising out of any such proceedings, suits or actions.

## 17 DISPUTE RESOLUTION

### 17.1 Types of Dispute Resolution

I understand and agree that any dispute arising in respect of this agreement or any matter arising from it may be dealt with either:

- (a) under the disciplinary procedures in the AIHF constitution and by-laws, in respect of offences; or
- (b) by the National Sports Dispute Centre ("NSDC") or the Court of Arbitration for Sport ("CAS"), in respect of matters more appropriately referred to the NSDC or CAS as the case may be, including doping offences and selection disputes;

and I hereby submit to the relevant dispute resolution authorities and their respective rules and procedures. The appropriate forum for dispute resolution will be determined by the Board of AIHF (as appropriate) in its sole discretion.

### 17.2 Dispute Resolution by NSDC or CAS

- (a) Any dispute referred to the NSDC or CAS for arbitration under **clause 17.1(b)** will, subject to the appeal rules of the NSDC, be final and binding on the parties and it is agreed that neither party will institute or maintain proceedings in any other court or tribunal.
- (b) A request for determination of a dispute by an aggrieved party must be made in writing to AIHF, and must set out a precise statement of the issue in dispute, and all relevant facts giving rise to the dispute.
- (c) The procedures applicable to the arbitration will be determined by the NSDC or CAS arbitrator, including whether a formal hearing will be held, and whether legal representation will be permitted.

## 18 MISCELLANEOUS

### 18.1 Relationship Between the Parties

Nothing in this agreement shall be construed to mean the parties have an employee/employer relationship, or any relationship other than as independent contracting parties. Except as expressly provided in this agreement, it is agreed and acknowledged that no party has the authority or power for or on behalf of the other party to enter into any contract, to incur debts, to accept money, to

assume any obligations or to make any warranties or representations whatsoever.

**18.2 Confidentiality**

The parties agree that this agreement and the terms contained in this agreement will remain confidential between the parties.

**18.3 Proper Law**

This agreement is governed by the laws applicable in the Australian Capital Territory.

**18.4 Severance**

If any provision of this agreement or its application is or becomes invalid or unenforceable then the remainder of this agreement and the application thereof will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

**18.5 Entire Understanding**

The parties agree that this agreement and the documents, policies and rules incorporated into this agreement by reference constitute the whole agreement between the parties.

**18.6 Assignment**

I acknowledge and agree that my rights and obligations under this agreement are personal to me and cannot be assigned or otherwise dealt with.

**Schedules:**

- 1. Player Agreement**  
**Annex 1: Parent / Legal Guardian Agreement**
- 2. Player Medical Profile**
- 3. Player Sponsorship Details (to be completed by player)**

**SCHEDULE 1**

**AUSTRALIAN ICE HOCKEY FEDERATION INCORPORATED  
PLAYER AGREEMENT**

**THIS AGREEMENT** is made ... ..day of... ..(month)... .. (year)

**PARTIES**

**BETWEEN: AUSTRALIAN ICE HOCKEY FEDERATION INCORPORATED**  
of ACT Sportshouse, 100 Maitland Street Hackett ACT ("AIHF")

**AND:** ... .. (full name)  
("Athlete")

The AIHF and the Athlete agree that at the time of signing this execution page that:

1. The Athlete has been provided with a copy of the Team Agreement. The Athlete has read and understood that agreement and accepts its terms and conditions.
2. The parties agree to abide by, comply with and fulfil their respective obligations in accordance with the terms and conditions of the Team Agreement.
3. The Athlete in the case of any appeal, will follow the appeals procedure set out in the agreement and the AIHF Selection Policy (a copy of which the Athlete has received and read).

**EXECUTED** by the parties.

**SIGNED** for and on behalf of  
**AUSTRALIAN ICE HOCKEY  
FEDERATION INCORPORATED**  
by its duly authorised officer in the  
presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Full Name (in block letters)

\_\_\_\_\_  
Full Name (in block letters)

**SIGNED** by  
(the Athlete) in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Athlete (or Athlete's parent/legal guardian where the athlete is under 18 y.o.)

\_\_\_\_\_  
Full Name (in block letters)

\_\_\_\_\_  
Full Name (in block letters)

**APPENDIX 1  
SCHEDULE 1  
PARENT / LEGAL GUARDIAN AGREEMENT**

**To be completed by the Athlete's parent or legal guardian where the Athlete is under 18 years of age.**

**Full Name of Athlete:-** \_\_\_\_\_ (**"Athlete"**)

**Full Name of Parent/Legal Guardian** \_\_\_\_\_ (**"Parent"**)

In consideration of the Australian Ice Hockey Federation Inc's ("AIHF") selection of the Athlete as a member of the Australian National Ice Hockey Team ("Team") on the terms and conditions set down in the AIHF Team Agreement ("Team Agreement"), I, the Parent, agree to comply with the following terms and conditions.

1. I acknowledge, and agree to, the Athlete's participation in and for the Team on the terms and conditions in the Team Agreement.
2. I agree to use best endeavours to ensure the Athlete complies with the terms and conditions of the Team Agreement.
3. I consent to the Athlete receiving medical treatment if this is deemed necessary or appropriate.
4. I expressly acknowledge and agree that:
  - (a) in this **clause 4**, a reference to AIHF is a reference to AIHF as defined in **clause 13.1** of the Team Agreement;
  - (b) AIHF will have no liability to the Athlete or me (or any other parent or legal guardian) in respect of any loss, damage or injury of any kind arising directly or indirectly from or in connection with, directly or indirectly, any act, omission or fault of any person (including AIHF), in relation **to:**
    - (i) the Athlete's membership of the Team;
    - (ii) the Athlete's participation in any training or competition in which the Team participates;
    - (iii) any disciplinary action taken against or involving the Athlete by AIHF or the Athlete's Sporting Authority; or
    - (iv) any issue arising in respect of selection for the Team; and
  - (c) I hereby indemnify and will at all times keep indemnified AIHF from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by the Athlete or taken or made against AIHF in connection with or arising out of any such loss, damage or injury, except to the extent that the same is due to gross negligence on the part of AIHF.
5. I agree that the Athlete's membership of the Team may be terminated, or some other sanction imposed on the Athlete, in the event the Athlete breaches the Team Agreement in any respect.
6. If a dispute occurs under this agreement, I agree to submit the dispute to the National Sports Dispute Centre for resolution. Any such dispute and any settlement or finding of the National Sports Dispute Centre in respect of the dispute will remain confidential between the parties, unless otherwise mutually agreed in writing.
7. This agreement is governed by the Laws of the Australian Capital Territory and I agree to submit to the jurisdiction of the Australian Capital Territory courts.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Parent/Legal Guardian

\_\_\_\_\_  
Full Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE 2**  
**PLAYER MEDICAL PROFILE**

**Personal Details:**

Full Name:.....

Address: .....

Date of Birth: ..... Home Phone No. ....

Height: ..... Weight: .....

**Emergency Contact Details:**

Parent and/or responsible person to be contacted in the event of a serious injury or illness:

Name: ..... Relationship: .....

Address: .....

Phone: work... .. home .....

**General Health Details**

Please read the following questions and answer appropriately.

**Medication:**

Are you currently taking any prescribed medication whether prescribed or otherwise?

Yes [ ] No [ ]

please detail:.....

.....

.....

**Immunisation:**

Have you completed a program of immunisation appropriate for the destination of the Team?

Yes [ ] No [ ] please detail:.....

.....

.....

Please supply date of last anti-tetanus injection .....

**General Health:**

Do you suffer from any illness or disease which AIHF should be aware of?

Yes [ ] No [ ]

please specify:.....

Do you suffer from any disability which AIHF should be aware of?

Yes [ ] No [ ]

please specify:.....

Is there any medical condition not mentioned above which may require treatment, which AIHF should be aware of

Yes [ ] No [ ]

Please specify:.....

**Allergies:**

Are you allergic to any medications?

Please specify: .....

Are you hypersensitive to insect stings?

Please specify: .....

Do you have any other allergies AIHF should be aware of?

Please specify: .....

**Injury Details**

Please read the following questions and answer appropriately.

**Recent History of Injury:**

Please list your recent history of injuries (over the past 2 years).

.....  
.....  
.....

**Current Injury Status:**

Do you have any recurring injury AIHF may need to be aware of?

Yes [ ] No [ ]

please specify:.....

.....

**Other**

Please provide any further details of your health or injury status which the AIHF medical team should be aware of (attach additional pages, if appropriate).

.....

.....

**Medical Contact Details.**

Please provide details of your primary medical providers

Name: .....

Name of Practice: .....

Telephone: .....

Name: .....

Name of Practice: .....

Telephone: .....

Please provide the following details:

Medicare No:.....

Private Health Fund Name.....

Private Health Fund No. .... .

Signed: .....  
Athlete (or Athlete's parent/legal guardian where the athlete is under 18 y.o.)

Dated: ..... .

[Note: The Athlete should refer to **clause 9** of the Athlete's Team Agreement regarding this Medical Profile.]

**SCHEDULE 3**

**PLAYER SPONSORSHIP DETAILS**

**(To be completed by the player and submitted with the Player Agreement – Schedule 1)**