



**COMMONWEALTH GAMES AUSTRALIA
ABN 55 165 736 898**

**2022 AUSTRALIAN COMMONWEALTH GAMES TEAM
MEMBERSHIP AGREEMENT – ATHLETE**

.....
(Athlete)

.....
(Sport)

For your potential participation in the Birmingham 2022 Commonwealth Games, CGA requests that you enter into this Agreement in the event that you are nominated to CGA for selection. If you are nominated for selection, your membership of the 2022 Australian Commonwealth Games Team is conditional on you entering into this Agreement and observing its terms and conditions.

Carefully read this Agreement so as to understand its terms and conditions and the consequences flowing from any breach of its terms and conditions.

If you execute this Agreement electronically, a copy of the fully executed Agreement will be emailed to you. Please ensure that you retain a copy of this Agreement for your reference.

1. DEFINITIONS

1.1 Unless the context requires otherwise, in this Agreement the following words and phrases have the following meanings:

AFP	means the Australian Federal Police.
Agreement	means this agreement including its schedules.
Anti-Doping By Law	means the CGA Anti-Doping By Law which may be amended from time to time and is accessible at https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/ .
Assistants	(a) Officials; (b) persons who are not members of the Team but who are members of the Support Group; (c) persons approved by CGA or its authorised nominee or nominees to provide additional support services to the Team and/or the Support Group and whether before, during and after the Games, and (d) employees of CGA providing services as members of the Team or the Support Group whether as part of or in addition to their normal duties to CGA.
Athlete	means the athlete who is named on the cover of this Agreement.
Athlete Advocacy Policy	means the Athlete Advocacy Policy prepared by CGF which may be amended from time to time and will be accessible at https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/ .
Benefits	means each of the benefits set out in Schedule 2.
CAS	means the Court of Arbitration for Sport.
CEO	means the Chief Executive Officer of CGA.
CGA	means Commonwealth Games Australia Limited.
CGA Sponsors	means the sponsors, suppliers and licensees of CGA and/or the Team.
CGF	means the Commonwealth Games Federation.
COVID-19 Vaccination Policy	means the CGA COVID-19 vaccination policy which may be amended from time to time and will be accessible at https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/ .
Chef de Mission	means CGA Chef de Mission appointed for the Games.
Chief Medical Officer	means the person appointed by CGA as the chief medical officer of the Team.
Commercial Activities By-Law	means the CGA Commercial Activities By-Law which may be amended from time to time and is accessible at https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/ .
Commercial Purpose	means advertising, promotion, marketing or endorsement of goods, services, person or entity by any means or media, including the Internet.
Constitution	means the Constitution of CGA.

CrimTrac	means information obtained from a National criminal history record check with Australian, State and Territory law enforcement agents to identify any relevant criminal history information subject to relevant spent convictions/non- disclosure legislation and/or information release policies.
DFAT	means the Department of Foreign Affairs and Trade.
Dispute	means a dispute as defined under clause 24.2.
Ethical Behaviour By-Law	means the CGA Ethical Behaviour By-Law which may be amended from time to time and is accessible at https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/ .
Footage	has the meaning set out in clause 16.5.
Games	means the Birmingham 2022 Commonwealth Games.
Games Accommodation	means any place of any athlete or official's accommodation in relation to the Games, including but not limited to the Games Village.
Games Organising Committee	means the committee responsible for organising and staging the Games and for all commitments related to the organising and staging of the Games, including, without limitation, all financial commitments relating to the organising and staging of the Games.
Games Period	means the period commencing at the earlier of: <ul style="list-style-type: none"> (a) the date a Team Member receives his or her Games accreditation; or (b) the opening of the official Games Accommodation and ends at midnight the day after the closing ceremony of the Games or on such later date as the Athlete is formally discharged from the Team.
Games Village	means the place(s) of athlete accommodation in Birmingham where the Games are to be held as established by the organising committee.
Governing Rules	means: <ul style="list-style-type: none"> (a) the constitution, by-laws, rules and policies of the CGF including Athlete Advocacy Policy, the "CGF Policy for use of Social Media at the Commonwealth Games" which are accessible at https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/; (b) the constitution, by-laws and policies of CGA including but not limited to the Anti-Doping By-Law, Commercial Activities By-Law, Nomination, Selection and Appeals By-Law, Ethical Behaviour By-Law and COVID-19 Vaccination Policy which are accessible at https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/. as may be adopted or amended from time to time.
Image	means, in relation to a Team Member: <ul style="list-style-type: none"> (a) a photograph or other representation of the image of the Team Member, whether still or moving and whether two or three dimensional; (b) a caricature of the Team Member;

- (c) an original or copy signature of the Team Member;
- (d) the voice of the Team Member;
- (e) the name of the Team Member;
- (f) the trademark of the Team Member;
- (g) the sports performances of the Team Member including performances at the Games and recent and historical performances (whether in other Commonwealth Games or international or domestic competitions of any kind), career highlights and personal best result(s);
- (h) a quotation attributed to the Team Member;
- (i) biographical details about the Team Member including details of education and training, membership of sporting clubs and associations, current coach and coaching history;
- (j) any brief description provided by the Team Member to CGA of the nature of any major sports related injuries sustained by the Team Member and when and where they occurred;
- (k) "human interest" information about the Team Member provided by the Team Member to CGA including information about childhood ambitions, interests, unique characteristics, likes and dislikes and participation in other sports; or
- (l) any combination of two or more of the above.

Individual Sponsor

means all persons that are entitled to use the Athlete's Image for a Commercial Purpose, the details of which the Athlete has provided to CGA pursuant to clause 15.

Internet

means the world-wide network of TCP/IP-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, chat lines, blogs, discussion forums, online diaries, File Transfer Protocol and browser based search engines. For the purpose of this Agreement, it also means any other form or medium for the digital transmission of images, sound and data, including broadband, WAP, SMS, interactive television, and other digital, interactive and social media.

Media and Communications Manager**Manager**

means the CGA Media and Communications Manager appointed for the Games.

NST

means the Australian Government entity known as the National Sports Tribunal established by the *National Sports Tribunal Act 2019 (Cth)*, comprised of the General Division, the Anti-Doping Division, and the Appeals Division.

Nomination, Selection and Appeals By-Law

means the CGA Nomination, Selection and Appeals By-Law which may be amended from time to time and is accessible at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>.

NSO

means the National Sporting Organisation of a Program Sport, as defined in the Constitution.

NST Legislation

means the *National Sports Tribunal Act 2019 (Cth)* and all legislative and notifiable instruments adopted under that Act.

Officials

means any person who is not an athlete and includes any coach, trainer, manager, agent, team staff, headquarter personnel, medical, paramedical

	personnel or any other person working with, treating or assisting an athlete participating in or preparing for the Games.
Program Sport	means those Australian affiliates of the international federations recognised by the CGF as a Recognised International Federation and in respect of which the CGF has approved that the sport will be on the program of the Games.
Quarantine	
Accommodation	means accommodation for the purposes of COVID-19 quarantine and/or self-isolation.
Quarantine Period	means the period of time any member of the Team is required to quarantine and/or self-isolate due to COVID-19 measures, whether before, during or after the Games Period.
Recognised International Federations	means those international federations as are recognised from time to time by the CGF.
Reward	includes all benefits, whether in cash or in kind, paid or given to a Team Member on the basis of their performance at a Games, including medals and gifts.
Reward Scheme	means any arrangement or system of incentives that would provide a Reward to a Team Member.
Social Media	means any online social network (including websites and applications) that allows a user to create and share content online and often involves sharing personal information in comments, messages, photos and videos such as blogs, photo sharing networks, video sharing networks, webcasting, podcasting including but not limited to WhatsApp, You Tube, Twitter, Facebook, Instagram, Snapchat and TikTok.
Specialised Equipment	means an item of apparel that is not provided to an Athlete or Team by CGA including but not limited to swimwear but excluding footwear, goggles, headwear and other protective gear.
Support Group	means the group of persons appointed by CGA to provide support services to the Team, CGA and CGA Sponsors during the Games.
Team	means the team selected by CGA to participate in the Games.
Team General Manager	means a general manager of the Team appointed by CGA for the Games.
Team Member	means a member of the Team.
Team Uniform	means ceremonial, formal and casual apparel and footwear, competition sportswear and equipment supplied or authorised by CGA for Team Member's use at the Games.
WADA	means the World Anti-Doping Agency being a Foundation constituted under the Swiss Civil Code in Lausanne on November 10, 1999 and any Agency contracted by WADA.

1.2 INTERPRETATION

- (1) Unless the context otherwise requires, reference to:
 - (a) the singular includes the plural and the plural includes the singular and words importing one gender include the others;
 - (b) persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
 - (c) a party includes the party's executors, administrators, successors and permitted assigns;

- (d) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them; and
 - (e) "dollars", "AUD" or "\$" is the lawful currency of Australia.
- (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (3) "Including" and similar words are not words of limitation.
 - (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

2. INTRODUCTION

- 2.1 This Agreement sets out the terms and conditions governing my selection to the Team and continued membership of the Team.
- 2.2 I acknowledge and agree:
 - (1) that membership of the Team is an honour and a privilege and that membership and the Benefits associated with membership are subject to my compliance with the terms and conditions of this Agreement; and
 - (2) to be bound by and to comply with this Agreement and the Governing Rules.

3. CONDITIONS OF TEAM MEMBERSHIP

- 3.1 I acknowledge and agree that my selection to the Team is at the discretion of CGA and conditional upon me:
 - (1) providing an executed copy of this Agreement to CGA prior to my nomination for selection being submitted to CGA by my NSO;
 - (2) complying at all times with the COVID-19 Vaccination Policy, including by either:
 - (a) providing evidence satisfactory to CGA that am fully vaccinated against COVID-19 with a completed and 'up to date' course of a COVID-19 vaccine that has been registered, approved or is otherwise recognised for that purpose by the Australian Therapeutic Goods Administration as published on its website from time to time (this may include a booster to ensure vaccinations are 'up-to-date'); or
 - (b) producing to CGA a valid Australian Immunisation Register form that provides that I am exempt from the requirement to be fully vaccinated against COVID-19 due to a valid medical contraindication. However, I acknowledge that, even if I have a medical exemption, CGA has an absolute discretion as to whether to allow me to be a Team Member, and if so then on what terms;
 - (3) not having been charged with, convicted of, or having a finding of guilt recorded against me in relation to any serious offence involving alcohol or drugs, violence, or any sex offence, or any offence which is punishable by imprisonment as at the date of this Agreement;
 - (4) not having engaged at any time in conduct which is or is not publicly known as at the date of this Agreement and which, in the absolute discretion of the CEO, has brought or will be likely to bring me, my sport, CGA or the Team into disrepute or censure were the conduct to be publicly known;
 - (5) reporting to the CEO any conduct in which I have been involved as at the date of this Agreement, that is reasonably likely if publicly known to bring me, my sport, CGA or the Team into disrepute or censure (such conduct to include, but not be limited to the conduct set out in clauses 3.1(3) and 3.1(6));
 - (6) not at any time having breached any anti-doping policy, anti-doping by-law, anti-doping guideline or anti-doping rule that has been applicable to me in my capacity as a participant in sport either as an athlete, official or in any other capacity (unless I have already been sanctioned for the breach and completed the imposed sanction); and

- (7) disclosing in writing to CGA at the time of entering into this Agreement, any previous sanction, suspension or punishment which I have served or am currently serving in connection with any breach(es) of any anti-doping policy, anti-doping by-law, anti-doping guideline or anti-doping rule that has been applicable to me and/or my involvement in any pending or ongoing investigation/s into any alleged breach(es) of any anti-doping policy or anti-doping rule that has been applicable to me.

3.2 If I have not met the above conditions, I agree that the CEO in its sole and absolute discretion may terminate my appointment to, and continued membership of, the Team and that I may be subject to the disciplinary procedures provided in clause 22 of this Agreement.

4. PERIOD OF AGREEMENT

4.1 Subject to clause 3.1(1) this Agreement commences on:

- (1) my selection as a member of the Team; and
- (2) this Agreement concludes after the closing of the Games Village or on such later date as I am formally discharged from the Team, subject to:
 - (a) my participation in official CGA parades, functions and celebrations occurring before 31 December 2022;
 - (b) clause 5.2, 16.5 and 23 of this Agreement, which will continue in force until 31 December 2022;
 - (c) clause 16.2 of this Agreement, which will continue in force until 31 August 2022;
 - (d) clause 16.3 of this Agreement, which will continue in force in accordance with the periods specified within that clause;
 - (e) if I am required to quarantine and/or self-isolate on my return from the Games, then clauses 12.1(5), 12.1(12), 12.1(20) and 12.5 will continue in force until midnight on the day any Quarantine Period concludes; and
 - (f) clauses, 8, 12.1(4), 12.1(18), 12.4, 13.2(3), 16.3, , 17.4, 20, 21, 22, 24, 26, 27.1, 27.4 and 27.5 of this Agreement which will continue indefinitely.

5. GOVERNING RULES

5.1 Governing Rules

I acknowledge and agree that:

- (1) I will be bound by and must comply with the Governing Rules during the term of this Agreement;
- (2) a breach of the Governing Rules during the term of this Agreement will be deemed to be a breach of this Agreement;
- (3) this Agreement is intended to be read in conjunction with the Governing Rules of both the CGF and CGA and upon any inconsistency between the terms of Constitution and the Governing Rules of both the CGF and CGA, the terms of the Constitution and Governing Rules of CGF will prevail to the extent of the inconsistency;
- (4) I have been advised that I should seek independent advice in respect of the Agreement and the Governing Rules to ensure that I fully understand the documents;
- (5) I have read and understood the Agreement and all documents referenced in this Agreement (including the documents constituting the Governing Rules) and fully understand the nature of those documents and the extent of the legal and commercial liability and obligations imposed on the Athlete under those documents;
- (6) I have executed this Agreement freely & voluntarily; and
- (7) while CGA will endeavour to advise me of any amendments to the Governing Rules during the term of this Agreement, it is my sole responsibility to comply with the then current Governing Rules during the term of this Agreement.

5.2 COVID-19 Vaccination Policy

I acknowledge and agree that:

- (1) I have read and fully understood the COVID-19 Vaccination Policy;
- (2) I am bound by and must comply with the COVID-19 Vaccination Policy during the term of this Agreement; and
- (3) a breach of the COVID-19 Vaccination Policy will constitute a breach of this Agreement and may result in CGA:
 - (a) declining to select me for the Team;
 - (b) terminating my Team membership; or
 - (c) placing conditions on my participation in the Team.

5.3 Anti-Doping By-Law & Ethical Behaviour By-Law

I acknowledge and agree that:

- (1) I have read and fully understood the Anti-Doping By-Law and the Ethical Behaviour By-Law;
- (2) I will be bound by and must comply with the Anti-Doping By-Law and Ethical Behaviour By-Law during the term of this Agreement;
- (3) a breach of the Anti-Doping By-Law or the Ethical Behaviour By-Law during the term of this Agreement will be deemed to be a breach of this Agreement; and
- (4) I am not using and will not use any drugs and medications during the Games Period without the use being under the supervision of a medical practitioner and that all drugs and medications that I am prescribed must first be approved by the Chief Medical Officer or his or her nominee.

5.4 Athlete Advocacy Policy

I acknowledge and agree that:

- (1) I have read and fully understood the Athlete Advocacy Policy;
- (2) I will be bound by and must comply with the Athlete Advocacy Policy during the term of this Agreement; and
- (3) a breach of the Athlete Advocacy Policy during the term of this Agreement will be deemed to be a breach of this Agreement.

6. Intellectual property

I acknowledge and agree that:

- (1) the Games are the exclusive property of the CGF;
- (2) the CGF owns all related rights to their organisation, exploitation, broadcasting and reproduction by any means whatsoever; and
- (3) I will abide by all of the Governing Rules and I will not breach the intellectual property rights of the CGF.

7. REQUIREMENTS OF THE GAMES ORGANISING COMMITTEE

I acknowledge that:

- (1) the Games Organising Committee may make and have rules, regulations and requirements concerning participation in the Games; and
- (2) I must comply with any and all rules, regulations and requirements established by the Games Organising Committee concerning participation in the Games.

8. ORDER OF PRECEDENCE

I acknowledge and agree that this Agreement has precedence over any other agreement I have or may have with my NSO, any Recognised International Federation, employer, manager, agent, consultant, adviser, coach, Individual Sponsors or any other person or body with whom I may have contracted to provide services or benefits relating to the Games.

9. BENEFITS

CGA agrees to provide to me, during the period of my membership of the Team, each of the Benefits free of charge.

10. MINORS

If I am under the age of 18 years, I acknowledge and agree that this Agreement is for my benefit and my selection to the Team and ongoing membership of the Team is conditional upon my parents or guardians completing, signing and delivering to CGA a completed and signed document titled "Parents/Guardians Acknowledgement for Minors" in the form set out in Schedule 1 to this Agreement.

11. SELECTION

11.1 Conditions of Team selection

I acknowledge and agree that my selection to and any consequent membership of the Team is conditional upon:

- (1) me satisfying the eligibility criteria and conditions set out in the Governing Rules; and
- (2) me satisfying, and complying with, the nomination and selection criteria of my Program Sport and being nominated for selection to the Team by my Program Sport in accordance with the Nomination, Selection and Appeals By-Law.

11.2 Selection to compete in Games

I acknowledge and agree that:

- (1) my selection to the Team does not guarantee that I will compete at the Games; and
- (2) failure to comply with this Agreement may result in my expulsion from the Team and the withdrawal of Benefits including but not limited to the right to compete in the Games.

12. OBLIGATIONS

12.1 As a member of the Team and for the term of this Agreement I must:

- (1) comply with, not be in breach of and must be bound by the Governing Rules and the terms of this Agreement;
- (2) comply with all reasonable directions of, and arrangement made by CGA, the Chef de Mission or the CEO;
- (3) comply with the rules and by-laws of my Program Sport and the Recognised International Federation to which my Program Sport is affiliated;
- (4) respect the spirit of fair play and non-violence and behave accordingly;
- (5) not at any time (whether before or after the date of my selection as a member of the Team) engage in conduct that may be considered discriminatory, harassing, vilifying, abusive or otherwise inappropriate in the absolute discretion of the CEO or the Chef de Mission;
- (6) not at any time (whether before or after the date of my selection) be convicted of, or charged with, any offence involving violence, alcohol or drugs, child abuse, any sex offence or any offence relating to any betting or gambling activities on sport, or any offence which is punishable by imprisonment;

- (7) not at any time engage in any conduct (whether publicly known or not and whether before or after the date of my selection as a member of the Team) that in the absolute discretion of the CEO or, if during the Games Period, the Chef de Mission, considers has brought, brings or would have the tendency to bring me, my Program Sport, CGA or the Team into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of CGA or the CGA Sponsors, or as a result of which my continued membership would not be or would not likely be in the best interests of the Team;
- (8) be supportive of other Team Members;
- (9) treat others involved in the Games and the Team with respect, courtesy and with proper regard for their rights;
- (10) endeavour to promote the success and reputation of the Games, the Team, CGA, the CGF and the Athlete's Program Sport;
- (11) take all possible measures to obtain and maintain exceptional mental and physical fitness and health in order to perform at the highest possible standard at the Games and carry out my duties in this regard to the best of my ability;
- (12) comply with all reasonable directions of, and arrangements made by, CGA, the CEO, the Chef de Mission and any person appointed by the Chef de Mission in relation to COVID-19, including submitting to COVID-19 testing, body temperature, symptoms and/or health tracking (including prior to, during and after the Games Period), and other precautionary, biosecurity and vaccination measures to minimise risk of transmission of COVID-19;
- (13) travel to and depart from my Games Accommodation on the dates and in the manner determined or approved by CGA or as directed by the CEO or the Chef de Mission;
- (14) reside in my Quarantine Accommodation for the whole of a Quarantine Period if required by the Australian, an Australian state or territory or an overseas government;
- (15) reside in my Games Accommodation for the whole of the Games Period as determined by the Chef de Mission or at such other location during the Games Period as directed or approved by the Chef de Mission;
- (16) inform the Chef de Mission or its delegate during the Games Period of my whereabouts if I depart the Games Accommodation for purposes other than training and competing;
- (17) comply with the law applicable to this Agreement and my activities generally, whether in Australia or in any other part of the world;
- (18) co-operate and assist CGA in any matter arising in relation to my compliance with this Agreement;
- (19) act honestly and fully disclose any information concerning any matter that may affect my ability to comply with the terms of this Agreement to the CEO or if during the Games Period, to the Chef de Mission;
- (20) be available for sample collection and provide accurate and up to date whereabouts information on a regular basis to CGF, CGA or my NSO and as CGF, CGA or my NSO direct pursuant to the Governing Rules;
- (21) not use any confidential information of CGA or any member of the Team for my own personal gain or disclose it to any third party without the prior written permission of the relevant party; and
- (22) sign and comply with all the provisions of the document titled "CGF Entry and Eligibility Conditions Form".

12.2 I must co-operate and assist CGA in any matter arising in relation to my compliance with this Agreement, even if to do so might tend to incriminate me or expose me to a penalty, sanction or other disciplinary measure. This includes honestly and fully disclosing and continuing to disclose any information to CGA concerning any matter arising in relation to my compliance with this Agreement, including the obligations set out in clause 12.1, immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading. My obligations under this clause continue notwithstanding the conclusion or termination of this Agreement, to the extent that it concerns matters existing during the term of this Agreement.

- 12.3 Further to and without limiting the requirements of clause 12.1 during the Games Period, I must observe and comply with the reasonable directions, guidelines and instructions of the Chef de Mission, the Team General Managers and the Officials appointed by the Chef de Mission to have authority to give such directions, guidelines and instructions.
- 12.4 With respect to my personal information I agree that:
- (1) CGA may collect personal, biographical and health information, and information relating to any betting and gambling activities in relation to the Games, and any information relating to anti-doping matters, from me or about me from third parties including the WADA, DFAT, CrimTrac, AFP or other law enforcement agency, any betting or gambling agency or operator, national or international integrity organisations, my NSO, coach, manager, agent, consultant or advisor, and may disclose any such information to such parties. I acknowledge that this might include personal, health, medical or biological information including DNA and any information about compliance with my obligations or conditions of membership;
 - (2) without limiting clause 12.4(1), if CGA, WADA, DFAT, CrimTrac, AFP or other law enforcement agency, any betting or gambling agency or operator, national or international integrity organisation, my NSO, coach, manager, agent, consultant or advisor provides information to CGA, or represents me in dealings with CGA, then CGA has authority to disclose my personal, biographical, health, medical or biological information including DNA, or information relating to any betting or gambling activities by me in relation to the Games, to any of them;
 - (3) CGA may provide personal, biographical and health information to third party suppliers inside or outside Australia where it is relevant or if it is in my best interest, including information regarding medications and allergies; and
 - (4) CGA may store, use or disclose personal information about me for the purposes of my membership of the Team and in accordance with CGA's Privacy Policy which can be accessed at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>.
- 12.5 I confirm that the CGF, CGA and the Games Organising Committee may track my location up to 14 days prior to the Games Period, during the Games Period and or during any Quarantine Period for the strict purpose of safety and security (including for the purpose of meeting any COVID-19 measures), and in the case of emergency, may share this information with the CGF, CGA, the Games Organising Committee the AFP, DFAT, or any other government or law enforcement agency whether in Australia, the United Kingdom or elsewhere overseas.
- 12.6 I acknowledge that have had the opportunity to review the Agreement and all documents referenced in this Agreement (including each of documents listed in clause 26) and I also acknowledge that it is my responsibility to read and understand each of those documents.

13. MEDICAL REQUIREMENTS

13.1 Medical Profile

- (1) I agree to do all things reasonably necessary to provide medical information as required by CGA or the Chief Medical Officer in connection with my selection and participation in the Games, immediately prior to or upon execution by me of this Agreement.
- (2) I confirm that any medical information I provide is true and correct in every particular, and I agree to immediately notify the Chief Medical Officer of any change of details.
- (3) CGA agrees that the medical information I provide is confidential and will be kept 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.

13.2 Disclosure of Information

I consent to and authorise:

- (1) 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 Chief Medical Officer of any illness, disease or injury which I have suffered, any pre-existing medical conditions I may have, all immunisations administered and

all drugs and medications prescribed for me. This information will be provided at the request of the Chief Medical Officer and is required to determine my medical fitness to perform to the best of my ability at the Games and to carry out my duties under this Agreement and to the Team to the best of my ability and to assess the risk of preventing other Team Members or competitors in the Games from performing to the best of their ability;

- (2) the Chief Medical Officer to make full disclosure to the CEO and any authorised Official of any information obtained under clauses 13.2(1) and 13.3 or pursuant to the Governing Rules including any diagnosis, treatment, immunisations administered, drugs and medications that have been made or prescribed for me.
- (3) any medical practitioner, sports scientist or therapist whom I have consulted in the 12 months preceding the commencement of this Agreement or during my membership of the Team, the Chief Medical Officer, the Chef de Mission and the CEO and any medical practitioner who conducts an assessment described in clause 13.3(1) to exchange with each other any information or opinions about my health, medical condition, medical history, test results, immunisations administered or medical services provided or to be provided to me (including any information referred to in clause 13.2(1) or 13.2(2)) for any purpose relating to my participation in the Games;
- (4) CGA to retain my medical information and the results of any tests or examinations carried out on me for use in research and publication in medical and scientific papers or for compilation of statistics for historical analysis, provided that such publication or analysis maintains my anonymity; and
- (5) CGA to receive my drug test information, results and therapeutic use exemptions from ASADA and ASDMAC.

13.3 Medical testing

- (1) I acknowledge that my selection to and membership of the Team is conditional upon my participation in and the results of a medical assessment at a time and place determined by CGA. I agree to provide the medical practitioner conducting the assessment with my complete medical history including details of all immunisations, drugs and other substances used by or administered to me in the past regardless of whether they are used on a regular or irregular basis.
- (2) I agree to undergo such medical testing as may be reasonably required by the Chief Medical Officer, including, but not limited to, giving blood samples for DNA or other biological analysis and tissue samples for analysis. I acknowledge and agree that I may also be tested for COVID-19. I also acknowledge that additional testing may be required in accordance with the Governing Rules or the rules of my Program Sport.
- (3) The fact and the results of the medical testing referred to in clause 13.3(1) will be confidential in the hands of the Team medical staff, except to the extent that the same is public knowledge or that disclosure is required for legal, medical, administrative or competition purposes in accordance with this Agreement.
- (4) If medical testing is carried out by the Games Organising Committee medical team, CGA will use reasonable endeavours to ensure confidentiality in accordance with clause 13.1(3) however, I acknowledge that CGA does not and will not guarantee the confidentiality of the fact and results of the medical testing referred to in clause 13.3(1).

13.4 Medical consent

- (1) I agree that if I suffer any injury, damage or illness in the course of or during my participation in the Team, I will, wherever possible, submit to medical treatment in accordance with the recommendation of the Chief Medical Officer.
- (2) I agree that I will, wherever possible, receive any further COVID-19 vaccinations recommended by the Chief Medical Officer.

13.5 Team Member Participation

- (3) I acknowledge that the Chef de Mission or an authorised Official, acting on advice from the Chief Medical Officer, may direct me not to participate in training or in an event at the Games or at all if, in the Chief Medical Officer's opinion, my participation would constitute an unacceptable risk of:
- (a) causing harm, injury or death to me or other participants in the Games;
 - (b) aggravating an existing injury or illness ; or
 - (c) infecting or injuring other Team Members or participants in the Games.
- (4) I acknowledge that CGA has instituted a procedure that if either the Chief Medical Officer or the medical practitioner responsible for my section on the Team believe that advice to the above effect should be given to the Chef de Mission, then the advice will be given after the Chief Medical Officer and the medical practitioner responsible for my section have together considered the suitability of giving such advice to the Chef de Mission. Where it is not reasonably practicable for the Chief Medical Officer to confer with the medical practitioner responsible for my section, the Chief Medical Officer may provide the advice to the Chef de Mission at his/her sole and absolute discretion. The Chief Medical Officer is also entitled to seek and obtain further medical advice if he/she believes that it is warranted.

13.6 Compliance with Directions

I agree to comply with all reasonable directions given by the Chief Medical Officer concerning medical matters.

14. MEDIA AND SOCIAL MEDIA

14.1 General

I acknowledge and agree that:

- (1) except as provided in this clause 14, I may make public comments (either directly with media or via my personal Social Media accounts) or communicate with the media in relation to my personal performance in training or Games competition;
- (2) Officials are available to assist me with making the communications described in clause 14.1(1);
- (3) I must exercise caution when making comments regarding CGA, the Team, any Team Member, the CGF, the Games Organising Committee, any arrangements for the Games, or the Games via Social Media or other media;
- (4) I will consult with the Chef de Mission or Media and Communications Manager prior to making any comments via Social Media or other media that may bring me, the Team or the Games into disrepute;
- (5) the Chef de Mission (or its delegate) is the official spokesperson for the Team in all forms of media and are best placed to comment on all issues relating to, and affecting, the Team;
- (6) for interviews with a visual element, I must wear items of the Team Uniform as set out by the Chef De Mission;
- (7) when making public comment or engaging in interviews, I will do so with respect and not disclose any confidential information regarding CGA or any Team Member;
- (8) CGA media partners (including but not limited to the Channel Seven network and other media organisations that have entered into special access arrangements with CGA) may request interviews in the lead-up to the Games, and where reasonably requested by CGA, I will make myself available in the lead-up to the Games Period for the purposes of collating content for the Games;
- (9) I may be requested to undertake media interviews and I understand that while CGA encourages me to participate in these interviews, CGA respects my right to decline any interview and that CGA media staff are available to assist me in making such a decision;

- (10) during the Games Period I will not, without the prior written approval of the Chef de Mission or CEO, perform or enter into any agreements, arrangements or understanding:
 - (a) for exclusive media interviews;
 - (b) to act as a journalist or in any other media capacity;
 - (c) to interview for or author any public or media comment for reward, including paid Social Media posts on any platform.
- (11) CGA assumes no legal liability for anything I post on Social Media;
- (12) CGA promotes a common-sense and proportionate approach to Social Media and Team Members who choose to share any aspect of their experiences at the Games with the public through Social Media must do so in a way which respects both myself and others, and does not infringe on the rights of CGA, the Team, CGF, the Games Organising Committee or the sponsors and partners of all those entities, including the organisers of the Games, and the media;
- (13) CGA treats all written Social Media such as postings on any platform, blog, status updates and Tweets as public 'comment'. Any breach by me of the document titled "CGF Policy for use of Social Media at the Commonwealth Games" will be a breach of this Agreement and, at the absolute discretion of the CEO, or the Chef de Mission, I will be subject to the penalties set out in clause 22, including dismissal from the Team;
- (14) I am bound by and must comply with the terms of the document titled "CGF Policy for use of Social Media at the Commonwealth Games" which is part of the Governing Rules and which include restrictions on the use of mobile phones, cameras and other devices that record and transmit pictures, sounds or data (including all internet-based activities and all Social Media);
- (15) a breach of the terms of the document titled "CGF Policy for use of Social Media at the Commonwealth Games" will be deemed to be a breach of this Agreement and, at the absolute discretion of the CEO or the Chef de Mission, I will be subject to the penalties set out in clause 22, including dismissal from the Team;
- (16) my use of Social Media must adhere and reflect CGA's values of integrity, respect, excellence and inclusiveness; and
- (17) mis-use of Social Media may also amount to a breach of the Ethical Behaviour By-Law and or a breach of my obligation not to engage in conduct that would be likely to bring me, a Program Sport, CGA or the Team into disrepute or censure.

15. INDIVIDUAL SPONSORS

- 15.1 Unless specifically approved in writing by CGA, I must not allow or consent to my Image or person being used for any Reward Scheme, in addition to any obligations I have under the Commercial Activities By-Law, the Athlete Advocacy Policy or as otherwise outlined in the Governing Rules.
- 15.2 Unless specifically approved in writing by CGA, I will not allow or consent to my Image or person being used during the Games Period for any commercial purposes.
- 15.3 I have provided CGA with all necessary details of my Individual Sponsors by submitting to CGA a fully and accurately completed document titled "Athlete's Sponsorship Agreement" in the form set out in Schedule 3 of this Agreement listing all Individual Sponsors.
- 15.4 I agree to notify CGA of any changes to the details of my Individual Sponsors and the relevant terms and conditions of my agreements with each of those Individual Sponsors.
- 15.5 I must not enter into any arrangement or agreement for, or otherwise allow, my Image to be used for the purpose of any memorabilia relating to the Games, the Team, CGA or the CGF unless I have first obtained the prior written approval of CGA.

16. MARKETING AND CGA SPONSORSHIP

- 16.1 Except as permitted under the Athlete Advocacy Policy, the Commercial Activities By-Law, this Agreement or otherwise by the CEO, I will not allow my person, name, Image or sports performances to be used for advertising purposes during the Games Period and during the course of my participation in official CGA parades, functions and celebrations occurring before 31 December 2022.

2022 Australian Commonwealth Games Team Membership Agreement - Athlete

- 16.2 Except to the extent that CGA Sponsors compete with the Individual Sponsors, I agree at all times during the Games Period to:
- (1) assist and co-operate with CGA and CGA Sponsors to enable CGA Sponsors to maximise the promotional benefits from their sponsorship of or supply to CGA and/or the Team;
 - (2) comply with all reasonable directions of CGA or its authorised nominees in assisting CGA and CGA Sponsors, including but without limitation, ensuring that any logos of CGA Sponsors receive the widest possible exposure; and
 - (3) provide all reasonable assistance to CGA in its fundraising activities.
- 16.3 I agree that CGA (in perpetuity) and the CGA Sponsors (for the term of the sponsorship arrangements in place between the CGA Sponsors and CGA) may exploit my Image before, during and after the Games for any reason and in any media or forum, including but not limited to the Internet:
- (1) to promote Australia's participation in the Games, including historical records;
 - (2) in CGA and/or the CGA Sponsor's advertising, promotion or marketing activities; or
 - (3) to promote CGA and the Commonwealth Games movement in Australia;
- provided that such use of my Image is limited to my being part of the Team.
- 16.4 I agree to not cover up, damage or attempt to conceal any logos of CGA Sponsors or otherwise act to diminish the benefits to CGA Sponsors of association with the Team and/or CGA.
- 16.5 I agree to be filmed, recorded and photographed and to have my name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Games, by CGA, CGA's official photographer(s), film crew(s), video crew(s) and by any other entity authorised by CGA, whether under conditions specified by CGA, the CGF or Games Organising Committee (the **Footage**).
- 16.6 I grant to CGA the irrevocable, perpetual, worldwide right and license to use, and to authorise third parties to use, in all media, the Footage for:
- (1) news and information purposes;
 - (2) promotion of the Games and the specific competition(s) in which I compete;
 - (3) promotion of the Team;
 - (4) promotion of CGA and the Commonwealth Games movement in Australia,
- provided that, in no event CGA uses, or authorises for any Commercial Purpose, use of, the Footage in any manner that would imply my endorsement of any company, brand, product or service, without my written permission.

17. TEAM UNIFORM AND SPECIALISED EQUIPMENT

- 17.1 CGA has the sole and exclusive authority to prescribe and determine the Team Uniform to be worn and used by Team Members during the Games Period. The Athlete must wear and use the applicable items comprising the Team Uniform throughout the Games Period with pride and in the manner determined and directed by CGA.
- 17.2 I acknowledge that the Team Uniform is given to me by CGA for the sole purpose of my participation in the Games and at all times remains the property of CGA. CGA may at any time demand that I return my Team Uniform or any part of the Team Uniform to CGA. If I receive any such demand I will immediately comply.
- 17.3 I agree to keep confidential the design and other details of the Team Uniform unless or until such details are disclosed by CGA to the public.
- 17.4 I will be entitled to retain possession of the Team Uniform provided that I:
- (1) will not use or permit use of the Team Uniform or any part of it (including reproductions) for any Commercial Purpose without the prior written permission of the CEO;
 - (2) will not sell or give away the Team Uniform or any part of it without the prior written permission of the CEO, which may be given on terms determined by the CEO in his/her sole and absolute discretion;

- (3) 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 CEO. This permission may be given on terms determined by the CEO in his/her sole and absolute discretion; and
- (4) acknowledge that the Team Uniform bears trademarks and designs owned by CGA. I acknowledge I have no right to use any of these symbols.
- 17.5 In the event that I am in breach of the conditions set out in clause 17.4, I must immediately return all of my Team Uniform to CGA at the CEO's request.
- 17.6 I acknowledge and agree that:
- (1) I must comply with any and all rules, guidelines and policies issued by the relevant Recognised International Federation that governs my sport and the CGF regarding Team Uniform, training and competition footwear and all Specialised Equipment;
- (2) no Specialised Equipment may be used or worn at the Games unless I have submitted to the CEO a written request to use or wear such Specialised Equipment by no later than 31 March 2022, which must include all information about the equipment I wish to use, proper evidence that the Recognised International Federation for my Program Sport approves of my using or wearing such Specialised Equipment and any other information I believe will assist the CEO in coming to a determination. Approval of Specialised Equipment will be granted on a case by case basis; and
- (3) the request to use or wear Specialised Equipment in clause 17.6(2) has been approved in writing by the CEO, which approval may be given on such terms and conditions as CGA may deem fit and which approval shall not be unreasonably withheld.
- 17.7 I acknowledge and agree that, to be approved by CGA, all Specialised Equipment must:
- (1) conform to the 'look and feel' of the Team Uniform;
- (2) have a proven material effect on my performance, due to the specialised characteristics of the equipment; and
- (3) except in the case of competition and training footwear, unless the supplier and/or manufacturer of the Specialised Equipment is a CGA Sponsor for the product category for the Specialised Equipment, the Specialised Equipment will not bear the name, logo or other form of identification of the manufacturer and/or supplier of the Specialised Equipment.
- 17.8 If I receive approval from the CEO pursuant to clause 17.6, I agree that I am responsible for the cost of any Specialised Equipment and I am the sole unencumbered owner of it.
- 17.9 I will not use, wear or permit to be used or worn for any Commercial Purpose without the prior written permission of CGA any or all of:
- (1) the Team Uniform at any time; or
- (2) Specialised Equipment during the Games Period;
- including in either case reproductions and obvious imitations.

18. GAMBLING, TOCACCO, ALCOHOL AND IMMORAL BUSINESSES

- 18.1 I agree that I will not:
- (1) 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;
- (2) appear in, participate in or permit my Image to be used for or in connection with the endorsement, promotion or marketing of any alcohol, tobacco, prohibited substances, pornographic or immoral businesses that relate to the Games;
- (3) participate or assist (either directly or indirectly) in any gambling or betting or other forms of financial speculation activities associated with the staging of, or any performance or event at the Games (including but not limited to any event in which I am competing or on which I have obtained information that is not publicly available);

- (4) induce or encourage any other person to bet, gamble or enter into any other form of financial speculation on any match or event or to offer the facility for such bets to be placed on the relevant Program Sport involved;
- (5) tank or induce or encourage another Team Member to tank (including, in particular, owing to an arrangement relating to betting on the outcome of any match or event) other than for legitimate tactical reasons in line within the rules of the relevant Program Sport;
- (6) engage in competition manipulation by knowingly underperforming or deliberately making bad or wrong decisions affecting the result or course of a competition, in order to obtain an undue benefit (including but not limited to a sporting or financial benefit); or
- (7) engage in any other form of corrupt conduct in relation to any match or event connected with the Games.

18.2 In the event that any betting or gambling agency, alcohol, tobacco, prohibited substance, pornographic or immoral business uses my Image without my consent in a manner contemplated under this clause 18, then CGA has the right to determine in its sole and absolute discretion whether any action should be taken in respect of such misuse or unauthorised use and I appoint the CEO or his/her nominee to act as my representative, agent and attorney for that purpose, provided that CGA indemnifies me and keeps me indemnified against any loss arising from that representation.

19. GAMES ACCOMMODATION

- 19.1 I will reside in the designated accommodation in the Games Accommodation during any period specified by the Chef de Mission during the Games Period, or at such other location as directed or approved by the Chef de Mission.
- 19.2 If I wish to reside in alternative accommodation to that specified pursuant to clause 19.1 I must seek and obtain approval in writing from the Chef de Mission and bear the costs associated with that alternate accommodation.
- 19.3 The Chef de Mission will only consider approving alternate accommodation requests where I can demonstrate that:
 - (1) no costs will be incurred or suffered by CGA in relation to accommodation, food and ground transport;
 - (2) I, and if I am a minor then my parents or guardians, have signed a Deed of Release and Indemnity in favour of CGA indemnifying CGA and such other persons as CGA may require and acknowledging that:
 - (a) I have been advised by CGA not to stay outside the Games Accommodation due to the increased security and safety risks;
 - (b) CGA will not in any way be held responsible or liable for my safety, transport, accommodation or any other arrangements whatsoever which relate to my being accommodated outside the Games Accommodation; and
 - (c) I am (and if I am a minor my parents and guardians are) willing to accept full responsibility for my safety and wellbeing; and
 - (3) exceptional circumstances (as solely determined by the Chef de Mission) exist.

20. INSURANCE

- 20.1 CGA will provide me with limited insurance for my benefit and the benefit of the Team Members. The insurance benefits are subject to the terms and conditions of the relevant insurance policies, which are available on request from the CEO and are summarised in Schedule 2.
- 20.2 Notwithstanding clause 20.1, I acknowledge and understand that it is my responsibility to satisfy myself as to my insurance needs in relation to my membership of the Team.
- 20.3 I acknowledge and agree that:
 - (1) if I breach any term of this Agreement, I may be excluded from receiving the benefits of the insurance procured for me by CGA and summarised in Schedule 2;

- (2) CGA strongly recommends that I procure insurance cover for medical and like expenses arising out of any injury or illness I may suffer whilst a member of the Team;
- (3) I am solely responsible for the cost of any insurance policy described in clause 20.3(1) and for any expenses and any loss of income consequent upon any injury or illness;
- (4) CGA is not responsible for my medical and like expenses in Australia and overseas or for any loss of income arising out of any injury or illness I may suffer whilst a member of the Team and that the release and indemnity contained in clause 21 precludes me, amongst other things, from claiming any such medical and like expenses and loss of income from CGA.

21. RELEASE AND INDEMNITY

- 21.1 I acknowledge that my travel to and from Birmingham and my consequent stay in Birmingham in connection with the Games is of my own choice and free will and for my participation in sport and my pursuit of, and engagement in, enjoyment, relaxation and leisure. I further acknowledge and agree that training for, and competing in, my sport at the Games involves risks to my health, safety and life and that I voluntarily assume those risks.
- 21.2 I acknowledge and agree that I risk bodily injury, including paralysis, dismemberment, disability and death, arising from my training for or participation in the Games, and while particular rules of my Program 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.
- 21.3 I agree to release and indemnify CGA, CGA's servants or agents or other Team Members or Assistants against any claim, loss, damage, liability, cost or expense that may be incurred or sustained by CGA, CGA's servants or agents or other Team Members or Assistants, arising out of any act (including negligence), matter or thing done, permitted or omitted to be done by me in relation to my membership of the Team or my participation in the Games.
- 21.4 I agree that if I commence legal proceedings against any third party in respect of any loss and damage for death or personal injury of any kind I may suffer as a result of the acts or omissions to act of any person for whom CGA is responsible in connection with the administration, management and/or operation of that Team and/or my participation in the Games and, as a result of which, CGA is joined as a party to that proceeding or otherwise there is sought contribution or indemnity from CGA in connection with its acts or omissions to act in connection with the administration, management and/or operation of the Team and/or my participation in the Games, I must indemnify and keep indemnified CGA from and against all actions, suits, causes of action, proceedings, claims, demands, damages, costs and expenses whatsoever arising in connection with any such legal proceeding or claim for contribution or indemnity.
- 21.5 I acknowledge and agree that if I commence legal proceedings against CGA, CGA's servants or agents or other Team Members in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, I will not register, or seek to register or enter or enforce any judgement or award in Australia or any State or Territory of Australia and that:
 - (1) CGA may take injunctive proceedings against me to restrain me from breaching my commitment and obligation under this clause 21; and
 - (2) this Agreement and this clause 21 may be produced by CGA as conclusive proof of my agreement.
- 21.6 This limitation on liability, release and indemnity applies notwithstanding that any loss and damage I may suffer may be the result of a breach of an express or implied warranty that any goods or services be provided by or on behalf of CGA will be rendered and provided with reasonable care and skill, fit for a purpose and of merchantable quality.

22. BREACH OF AGREEMENT

- 22.1 If I breach any term of this Agreement before or after the Games Period I acknowledge and agree that such breach and any disciplinary action to be applied will be determined by the CEO in its sole and absolute discretion.
- 22.2 If I breach any term of this Agreement during the Games Period I acknowledge and agree that such breach and any disciplinary action to be applied will be determined by the Chef de Mission, in consultation with the Team General Managers and the CEO.
- 22.3 If I am found to be in breach of this Agreement, the CEO or the Chef de Mission (as applicable) and in his or her absolute and unfettered discretion may do any one or more of the following:
- (1) terminate my membership of the Team;
 - (2) terminate this Agreement;
 - (3) require me to leave the Games and/or the Games Village or Games Accommodation;
 - (4) exclude me from competition at the Games;
 - (5) cancel or withdraw any of my Benefits;
 - (6) cancel or impound my Games identity card or accreditation;
 - (7) suspend me from participation in CGF or CGA events or CGA sanctioned events in future; and or
 - (8) such other measures as determined by the Chef de Mission or the CEO as applicable.
- 22.4 In addition to and without limiting the Chef de Mission's powers in clause 22.1, financial penalties may be imposed against me by CGA in respect of CGA financial or other support provided to me where I have breached this Agreement. Any decision by CGA to impose a financial penalty will be made by the CEO in his or her absolute and unfettered discretion.
- 22.5 The provisions of clauses 22.1 and 22.4 do not limit and are without prejudice to any other remedies and relief that may be available to CGA under this Agreement or otherwise at law, contract or in Equity.
- 22.6 The Chef de Mission may delegate his or her powers and responsibilities under this clause 22 to the Team General Managers and in that case a determination and sanction given by any person having such delegated power shall be as binding as if given by the Chef de Mission personally.
- 22.7 If I am accused of breaching this Agreement I will have an opportunity to meet with the Chef de Mission, Team General Managers or the CEO (as the case may be) to discuss the matter and answer the accusation before a decision and sanction is made against me.
- 22.8 The Chef de Mission, Team General Managers or the CEO (as the case may be) may avail him or herself of and rely on such information as he or she deems fit in reaching a determination and sanction as contemplated under clause 22.1, including any information that may be obtained from any Team Members, Assistants, the complainant and any other person.
- 22.9 Any person complaining to the Team or CGA about my conduct will receive a response and a determination in respect of the complaint unless the complaint made is determined by CGA as frivolous or vexatious.
- 22.10 CGA will take all reasonable steps to ensure that a person making a complaint to the Team or CGA or otherwise providing information related to a complaint about my conduct will not be subject to any form of victimisation, discrimination, harassment, demotion, dismissal, threats or prejudice (Detriment) because they have made such a complaint, even if the details of the complaint are subsequently determined to be incorrect or not substantiated.
- 22.11 I acknowledge and agree that any decision and exercise of power pursuant to this clause 22 is final, conclusive and binding.

23. AGENT AND ATTORNEY

- 23.1 I agree to appoint the CEO or his or 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 CGA to do so) against any person or entity, using my likeness, image, name, person or performance at the Games which may cause me to be in breach of the

restrictions and obligations contained in clauses 15 and 18, irrespective of my prior consent or agreement to such use.

- 23.2 If I have not agreed or consented to such use by a person or entity under clause 23.1, CGA will be responsible for and will indemnify me and keep me indemnified from and against all costs, expenses and any judgment or damages awarded against me arising out of any such proceedings, suits or actions.

24. DISPUTE RESOLUTION

- 24.1 Any dispute relating to this Agreement will be determined solely in accordance with the provisions of this clause 24.
- 24.2 In the event of a dispute under or arising out of this Agreement (**Dispute**) the aggrieved party must deliver a written notice to the other party and the CEO as soon as possible, but in any case, within 5 business days of the Dispute setting out:
- (1) the nature of the Dispute including all relevant facts and any relevant law;
 - (2) the relief the aggrieved party seeks; and
 - (3) the arguments of the aggrieved party in support of that relief.
- 24.3 As soon as possible but in any case within 5 business days of receipt of such notice the CEO will refer the Dispute to the General Division of the NST to hear and determine according to the NST Legislation.
- 24.4 The aggrieved party must pay the relevant application fee to the NST. Any other service charges payable to the NST will be determined and apportioned between the parties by the NST CEO in accordance with the NST Legislation.
- 24.5 A party to the Dispute may appoint any person to act on their behalf in the proceedings before the NST.
- 24.6 The NST will provide the parties with a statement of the reasons for its determination.
- 24.7 If a party to the Dispute wishes to appeal the decision of the General Division of the NST that party must give notice in writing to the CEO within 5 business days of receipt of the determination set out in clause 24.6. No right of appeal exists except as provided under the following provisions of this clause 24.
- 24.8 Any appeal will be heard by the Appeals Division of the NST in accordance with the NST Legislation and the appealing party must pay the costs of the NST before the hearing date is set. If the party fails or refuses to pay such costs the appeal will lapse and be deemed abandoned.
- 24.9 The NST will rule on its jurisdiction and has exclusive power to order provisional and conservatory measures and to extend or abridge any of the time limits set out in this clause 24. The decisions of Appeals Division of the NST will be final and binding on the parties.
- 24.10 Disputes in relation to anti-doping matters will be heard by the Anti-Doping Division of the NST in accordance with the Anti-Doping By-Law and the NST Legislation.
- 24.11 In the interests of speedy and expert resolution of any Disputes I hereby surrender any right I may have to commence proceedings in a court in relation to any such Dispute or to file any appeal, review or recourse to any state court or other judicial authority from any arbitral award, decision or ruling issued in accordance with the applicable procedures under this clause 24.
- 24.12 The parties acknowledge and agree that neither party will have the right of appeal under section 38 of the *Commercial Arbitration Act 1984 (Vic)* or equivalent in any of the Australian states or to apply for the determination of a question of law under section 39(1)(a) of the *Commercial Arbitration Act 1984 (Vic)* (as amended).

25. AGREEMENT NOT TO SUE ASSISTANTS

- 25.1 I acknowledge and agree that:
- (1) CGA's activities resulting in my and the Team's participation in the Games are dependent on the efforts of the Assistants, who generally provide voluntary and unpaid services which are necessary for the preparation and participation of Team Members in the Games;

- (2) the Assistants are essential to the functioning of the Team and the Team's participation in the Games; and
 - (3) the Assistants provide their time and services to further Australian sport and to assist Australian athletes who participate in the Games.
- 25.2 I agree that I will not commence any legal proceeding against any Assistant in respect of his or her acts or omissions to act in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games. I expressly agree that my promise in this clause 25.2 extends to cover all and any loss, damage or injury of any kind I may suffer whether arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of the Assistants or any of them in connection with the administration, management and/or operation of the Team and/or Australia's participation in the Games.
- 25.3 Should I breach, or threaten to breach this Agreement, my promise contained in clause 25.2, I acknowledge and agree that irreparable harm and damage will be caused to CGA and the Commonwealth Games movement in Australia and in these circumstances, I irrevocably agree:
- (1) that CGA may bring injunctive proceedings against me to restrain me from breaching my promise;
 - (2) to the granting of a permanent injunction restraining me from commencing or continuing any proceeding I have commenced against the Assistant or Assistants concerned;
 - (3) to an order being made against me by the Court in the injunctive proceedings for costs on a solicitor-own client basis; and
 - (4) that this Agreement and this clause 25 may be produced by CGA as conclusive proof of my promise and my consent detailed above.
- 25.4 To the maximum extent legally possible and without in any way derogating from the rights of CGA conferred by the remainder of this clause 25, I acknowledge that CGA holds the benefit of the promises in this clause 25 upon trust for:
- (1) CGA; and
 - (2) each and every Assistant.

26. ENTIRE AGREEMENT

- 26.1 The parties agree that this Agreement, contains the entire understanding of the parties to it and that the following documents identified in this Agreement, either attached as a schedule or available to be read on relevant websites, are incorporated into this Agreement. I acknowledge that these documents may be amended or varied from time to time.
- 26.2 Documents attached as a schedule to this Agreement:
- (1) Parents/Guardians Acknowledgement for Minors (included at Schedule 1);
 - (2) the Benefits to be provided to Athletes by CGA including a summary of the insurance policy provided by CGA (included at Schedule 2); and
 - (3) Athlete's Sponsorship Arrangements (included at Schedule 3);
- 26.3 Documents incorporated in the Agreement by reference:
- (1) Constitution (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>);
 - (2) the document titled "CGF Entry and Eligibility Conditions Form" (available at <https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/>);
 - (3) the document titled "CGF Policy for use of Social Media at the Commonwealth Games" (available at <https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/>);
 - (4) Anti-Doping By-Law (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>);

- (5) Athlete Advocacy Policy (available at <https://commonwealthgames.com.au/b2022/commonwealth-sport-birmingham-2022-games-policies/>);
- (6) Commercial Activities By-Law (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>);
- (7) Ethical Behaviour By-Law (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>);
- (8) Nomination, Selection and Appeals By-Law (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>); and
- (9) COVID-19 Vaccination Policy (available at <https://commonwealthgames.com.au/about-commonwealth-games-australia/policies/>);

27. MISCELLANEOUS

27.1 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.

27.2 Confidentiality

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

27.3 Application

This Agreement applies to and binds my heirs, executors, assigns and personal representatives.

27.4 Proper Law

This Agreement is governed by the laws applicable in the state of Victoria.

27.5 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.

Executed as an agreement.

Dated _____

SIGNED for and on behalf of
COMMONWEALTH GAMES AUSTRALIA
(ABN 55 165 736 898) by its duly authorised
officer in the presence of:

Authorised Officer

Craig Phillips - CEO
Name and Office of Officer

Witness

Witness Name

SIGNED by

Athlete Signature

Athlete Name

SCHEDULE 1

Parents/Guardians Acknowledgement for Minors

In consideration of CGA:

- (a) appointing("athlete")
as named in the attached 2022 Team Membership Agreement - Athlete ("agreement"), and
- (b) providing the athlete with the benefits described in the Agreement;

I/we, the undersigned parents/guardians of the athlete acknowledge and agree (and if more than one, jointly and severally acknowledge and agree):

1. the athlete is under the age of 18 years as at the date of signing the agreement;
2. I/we have read and understood the agreement and have fully explained to the athlete the terms and effects of the agreement;
3. I/we have had the opportunity to obtain independent legal advice as to the terms and effects of the agreement in order to clarify any doubts or concerns I/we may have had in this regard;
4. I/we have signed this document having received independent legal advice or having waived the right to obtain advice on the basis we fully understand the meaning and effect of this agreement.
5. the athlete has read the agreement and, together with the benefit of my/our explanation, understands its terms and effects and agrees to be bound by it;
6. the agreement is for the benefit of the athlete;
7. I/we agree with, consent to, and authorise CGA entering into the agreement with the athlete;
8. to guarantee the athlete’s complete and punctual performance of the agreement, including in respect of any release and indemnity in the agreement provided by the athlete in favour of any person;
9. to indemnify and keep indemnified CGA, its agents and officers, and every Assistant (as defined in the agreement) ("the indemnified") from and against all loss, damage, liability, costs and expenses suffered and incurred by and of the indemnified due to, resulting or arising out of the athlete’s failure to perform or uphold any provision(s) of the agreement, including where the athlete’s non-performance is because the athlete elects to void the agreement or the agreement is otherwise held to be void;
10. the athlete’s membership of the 2022 Australian Commonwealth Games Team may be terminated and benefits under the agreement may be withdrawn or refused if the athlete breaches the agreement; and
11. the athlete may be disciplined through the withdrawal of privileges by CGA or the Chef de Mission for misbehaviour which does not warrant termination of membership of the Team.

Signed by the Parent/Guardian

(Parent/Guardian’s signature)

(Name of Parent/Guardian)

(Address of Parent/Guardian)

SCHEDULE 2**Benefits to be provided to Team members**

- (1) Return travel to Birmingham as determined appropriate by CGA.
- (2) Limited insurance as determined by CGA and provided by Accident & Health International Underwriting Pty Ltd (AFS Licence no. 238261). Full details of cover and a Product Disclosure Statement are available on request from CGA and are summarised as follows:

Benefit	Sum insured per person (AUD\$)
<i>Personal Accident – Capital Benefits (Death, Loss of Limbs, Total Disablement)</i>	<i>Up to \$500,000</i>
<i>Weekly Injury Benefit (no cover for sickness)</i>	<i>Up to \$500 per week for maximum 156 weeks</i>
<i>Overseas Medical and Medical Evacuation expenses</i>	<i>Unlimited</i>
<i>Ongoing Medical Expenses</i>	<i>Up to \$50,000 outside Australia Within Australia, benefits are limited - Private Health insurance is to be claimed first; any Medicare recoverable costs are not claimable on CGA's policy due to Australian legislation</i>
<i>Repatriation of Mortal remains/Funeral Expenses</i>	<i>Up to \$50,000</i>
<i>Additional and/or Forfeited Expenses</i>	<i>Up to \$100,000</i>
<i>Missed transport connection</i>	<i>Up to \$10,000</i>
<i>Baggage</i>	<i>Up to \$10,000 Maximum payable for any one article is 50%</i>
<i>Delayed Baggage</i>	<i>Up to \$3,000</i>
<i>Money</i>	<i>Up to \$5,000</i>
<i>Electronic Equipment</i>	<i>Up to \$5,000 (an excess of \$250 applies)</i>
<i>Loss of Deposits and Cancellation Expenses</i>	<i>Up to \$20,000</i>
<i>Kidnap, Detention, Extortion and Ransom</i>	<i>Up to \$500,000</i>
<i>Hire Vehicle Excess Benefit</i>	<i>Up to \$5,000</i>
<i>Personal liability</i>	<i>Up to \$10,000,000</i>
<p>Scope of cover:</p> <ul style="list-style-type: none"> a) whilst attending any authorised pre-Games CGA conducted events between the time of selection and departure for travel to the Games. This does <u>not</u> include any pre-Games training camps organised by your National Sporting Organisation or any other personal or leisure travel surrounding the Games Period; b) whilst travelling to and from the Games as a Team Member by the most direct route where the fare is provided by CGA; c) during the Games, whilst accommodated in Games Accommodation or the Games Village (or other accommodation as organised by CGA) and attending authorised Team functions and performing Team duties; and/or d) whilst participating in any authorised post-Games events conducted and approved by CGA. <p>Notes:</p> <ul style="list-style-type: none"> (i) Any emergency and essential healthcare or injuries sustained during the Games Period that are treated by CGA or Games medical staff during the Games Period will be at no cost at a designated clinic/polyclinic/hospital. Any medical expenses incurred after the Games Period has concluded for an injury treated during the Games Period will be subject to the provisions of the CGA insurance policy as per "Ongoing Medical Expenses" above. Any injuries sustained during pre-Games training camps are not covered under the CGA insurance policy. Please refer to your National Sporting Organisation's insurance policy. If an injury has not been initially treated or reported during the Games Period, it will not be claimable under the CGA policy. (ii) AHI Assist (through CGA) must be notified of any hospital treatment provided during the Games Period in order to lodge a claim under this CGA insurance policy. (iii) Limited insurance cover is provided for a Team Member who contracts COVID-19 in relation to 'Additional and/or Forfeited Expenses', 'Repatriation of Mortal Remains/Funeral Expenses' and 'Loss of Deposits and Cancellation Expenses' should travel arrangements have to be changed. However, no cover is provided in relation to any expenses incurred due to the contraction of COVID-19 by a Team Member where: <ul style="list-style-type: none"> o a domestic or international border is closed or subsequently closes prior to the commencement of or during a Team Member's journey; 	

- there is a requirement for a Team Member to mandatorily quarantine before or after crossing a domestic or international border;
 - a Team Member did not follow government advice of the Team Member's country of domicile declaring that travellers do not undertake any travel to a country or region; and
 - a Team Member does not comply with the entry permit requirements of a country or region.
- (iv) Should a Team Member contract COVID-19 at any stage during the Games Period, CGA and or the Games Organising Committee will provide or procure access to appropriate care and assistance for a reasonable duration to provide for isolation and recovery.

- (3) Accommodation in the Village or in a location as determined by CGA.
- (4) Training, coaching and other preparation and support for the Games (as appropriate).
- (5) Administrative support to permit my participation in the Games, including accreditation and obtaining access to training and Games venues.
- (6) Team uniform, training and competition apparel and equipment (including maintenance thereof as appropriate) and other items of clothing in CGA's discretion.
- (7) Assistance with authorised media and sponsorship obligations, as determined appropriate in CGA's discretion.
- (8) Team member memento/participation medal

SCHEDULE 3**Athlete's Sponsorship Arrangements**

[To be completed by athlete]

Name of Sponsor	Term of Sponsorship	Athlete's Obligations to Sponsor