

2012 ITU Athletes' Agreement

1. **Governing Body:** The Athlete acknowledges that ITU is the sole world governing body for the sports of triathlon, Duathlon and its related other Multisports world-wide and that ITU is recognized by the IOC and the IPC, is a member of ASOIF and is a member of SportAccord.

2. **Definition of Terms:**

ASOIF	The Association of Summer Olympic International Federations.
Athlete	The person signing this document.
Intellectual Property Rights	Individual intellectual property rights (including the rights to the Image or any name or mark of the Athlete).
Sport Accord	Formerly The General Association of International Sports Federations (GAISF).
Image	The Athlete's name, likeness, signature, biographical information, image, other identifying insignia or characteristics and any similar or associated trademarks.
ITU Events	The event listed among in the events on www.triathlon.org.
ITU Rules	The ITU Anti-Doping Rules, the ITU Constitution and By-Laws, the ITU Competition Rules, the ITU Uniform Rules, the ITU Event Organisers Manual and all other ITU rules, regulations and guidelines issued or in force from time to time.
IOC	The International Olympic Committee.
IPC	The International Paralympic Committee
National Federation or NF	The Athlete's National Federation.
Partners	Any non-related and related bodies corporate of ITU or agency of ITU.
ITU Uniform Rules	The rules which outline the size, location and type of logos and branding the Athlete's uniform must abide by at all ITU events. These rules are stated in this document.
WADA	The World Anti Doping Agency.

3. **ITU Property:** The Athlete acknowledges that ITU Events are the exclusive property of ITU which owns all rights associated including, without limitation, the rights to organise, exploit, broadcast and reproduce ITU Events.

4. **ITU Documents:** The Athlete acknowledges that he or she has access to a copy of the ITU Rules through his or her National Federation and the ITU website: www.triathlon.org. The Athlete agrees that upon signing this Agreement, he or she shall be deemed to be aware of and agree to be bound by the provisions of the ITU Rules, provided that the ITU Rules are posted 60 days prior to the event he or she is competing in.

5. **Eligibility to Compete:** The Athlete declares that he or she has not been guilty of any act or omission whereby he or she has become liable to be declared ineligible for selection or participation in any ITU Event in accordance with the rules of ITU or otherwise.

6. **ITU Media:** The Athlete agrees to update their athlete profile on the ITU website, www.triathlon.org, on a quarterly basis. The Athlete agrees to work with ITU media, including filling out profile forms, attending pre and post race interviews and media conferences as reasonably requested by ITU Media.
7. **ITU Uniform Rules:** The Athlete agrees to comply with all of the requirements of the ITU Uniform Rules.
8. **Failure to Start at ITU Events:** The Athlete acknowledges that if they are officially entered into an ITU event, but fail to be on the starting line at the event, their National Federation will be sanctioned as described in the Qualification Criteria for the different ITU Events.
9. **Failure to attend the Athlete Briefing:** The Athlete acknowledges that if he or she is not in attendance at the Athlete Briefing then the following may happen:
 - 9.1. He or she may not be allowed to start; and / or
 - 9.2. He or she may be given a disadvantageous spot at the starting line as described in the ITU Competition Rules and in the Qualification Criteria for the different ITU Events.
10. **Doping Rules:** The Athlete will abide by the WADA Code and ITU Anti-Doping Rules.
 - 10.1. **Athlete Whereabouts:** The Athlete agrees to post and maintain his or her current location on the WADA website database (ADAMS,) or other method approved by ITU.
 - 10.2. **Therapeutic Use Exemption (TUE):** If applicable, the Athlete will have a Therapeutic Use Exemption (TUE) form on file at ITU. This TUE will be valid for a maximum of one year from the date of filing.
 - 10.3. **Doping Control Results:** The Athlete is aware that their NF will be responsible for posting all doping results on their Athletes.
11. **Liability:** The Athlete agrees that (save in the case of death or personal injury caused by the negligence of ITU or ITU's partners) neither ITU nor ITU's partners shall be, nor be deemed to be, responsible or liable (whether in contract or in tort or under any statute whatsoever), for any injury, illness or other mishap to the Athlete or the Athlete's property sustained in, or arising from or out of, in any way directly or indirectly connected with the ITU Events.
12. **Use of Image:**
 - 12.1. In consideration of the acceptance of the Athlete's participation in ITU Events, the Athlete agrees to be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during ITU Events for the purposes of the international media coverage of the relevant ITU Event (by means of all and any media throughout the world in perpetuity) and the promotion of the sport.
 - 12.2. The Athlete hereby assigns with full title guarantee in perpetuity to the ITU all rights of any nature in any such recordings. The Athlete further agrees that his or her Image and/or any photographs and/or moving Images taken of him/her (or other representations of him/her) may be used:
 - a.) by ITU and/or any Local Organising Committee for the purposes of publicising ITU Events and promoting the sport; and
 - b.) by official sponsors or other commercial partners of the Event on a free of charge worldwide basis for the purpose of promoting their sponsorship of/official relationship

with ITU Events provided always that any such use of the Athlete's Image by such sponsors /commercial partners shall:

- Be limited to Images of the Athlete taken or recorded whilst participating in ITU Events;
- Not constitute an endorsement of their products and services by the Athlete; and
- Always feature the Image of the Athlete in a group / montage of at least 4 athletes (including the Athlete) in relation to which group no one athlete shall be featured in a manner which is significantly more prominent than any other.
- The Athlete's Image may not be altered in any way shape or form, including but not limited to sponsor logos, or other branding.

12.3. The Athlete additionally consents to the use and reproduction of his/her Image in merchandise and publications relating to the ITU and/or ITU Events, apparel and publications provided always that such merchandise is primarily related to the Event itself as opposed to the Athlete personally:

- a.) ITU will not for any purposes enter into discussion with a computer game company without the written permission of all athletes to be included in the project.
- b.) The Athlete agrees that all photographs and moving Images taken by him/her at the Event, including those of other athletes competing at the Event, shall be used solely for personal use and non-commercial purposes, unless prior written consent is obtained from the ITU.
- c.) The Athlete further agrees that under no circumstances, throughout the duration of the Event, may he/she act as a journalist or in any other media capacity, nor shall he/she post or contribute any comment, text or photographs to any website or blog during the Event without the express permission of ITU. This does not include athletes writing or posting on their own personal social media accounts, including but not limited to Facebook, Twitter, their personal blog/website or any other such personally based social media that has yet to be invented.

13. **Restrictions on association with ITU:** The Athlete shall not grant any rights to use or utilise the Athlete's name, signature, photograph, likeness, reputation, image and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of ITU or any events conducted by or affiliated with ITU without the prior written permission of ITU.

14. **ITU Competition Rules:** Whilst participating in ITU Events or events endorsed by ITU, the Athlete agrees to abide by the ITU Competition Rules as applicable to the relevant ITU Event.

15. **Injury / Loss of Property:**

- 15.1. The Athlete agrees and acknowledges that participation in, or observation of sport, could constitute a risk of serious injury to him or herself, including permanent paralysis or death.
- 15.2. The Athlete voluntarily and knowingly recognizes, accepts and assumes this risk and warrants to ITU and ITU's partners that the Athlete is physically fit and able to compete in ITU Events without risking serious injury, including permanent paralysis or death.

- 15.3. Furthermore, the Athlete releases ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from (save in the case of death or personal injury caused by the negligence of any of the aforementioned parties).
 - 15.4. The Athlete further agrees that he/she shall be responsible for any property that he/she brings to ITU Events and that ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials shall have no responsibility for any loss or damage to such property.
 - 15.5. Furthermore the Athlete acknowledges and agrees that ITU shall have no obligation to arrange any insurances connected with his/her participation in ITU Events including without limitation travel insurance and medical insurance, all of which insurances shall be the sole responsibility of the Athlete.
 - 15.6. ITU will make a good-faith effort, with the LOC, to protect athlete's property in the Athlete's Lounge and Transition Area.
16. **Dispute:** The Athlete accepts that any dispute arising from regulations of ITU, which cannot be settled by its existing appeal procedure, as set out in the ITU Competition Rules, shall be settled finally by the Court of Arbitration for Sport in Lausanne, Switzerland (CAS), to the exclusion of recourse to ordinary courts. The applicable law in relation to the interpretation of this agreement and any such disputes shall be the law of British Columbia, Canada.



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I, _____ (print name in block capitals) hereby acknowledge that I have read and understand these terms and conditions. I hereby accept and agree to be bound by the terms and conditions as set out in this document.

(Signature of Athlete)

(Date)

Please print legibly:

First Name:	
Family Name:	
National Federation:	
Street Address:	
City:	
Postal / Zip Code:	
Country:	
Telephone (home): (+ Country Code – telephone number)	
Telephone (mobile): (+ Country Code – telephone number)	
Fax: (+ Country Code – telephone number)	
Email:	
Birthdate: (day-month-year)	
Insurance Policy #:	
Next of Kin Name:	
Next of Kin Phone Number:	
Coach's Name:	
Coach's Email:	
Coach's Mobile Phone:	