



2009 ITU Athletes' Agreement

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

2. **Definition of Terms::**

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| 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). |
| CAS | The Court of Arbitration for Sport (CAS), Lausanne, Switzerland. |
| GAISF | The General Association of International Sports Federations. |
| Image | The Athlete's name, likeness, signature, image and any similar or associated trademarks. |
| ITU | The International Triathlon Union, a not-for-profit corporation organised under the laws of Canada |
| 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 and the ITU Event Organisers Manual. |
| IOC | The International Olympic Committee. |
| National Federation or NF | The Athlete's National Federation. |
| Partners | Any non-related and related bodies corporate of ITU or agency of ITU. |
| TUE | Therapeutic Use Form approved by the 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 the 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.

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 the ITU or otherwise.



6. **Code of Conduct:** At all times, the Athlete will behave in a proper manner so as not to bring his or herself, ITU, or ITU's partners into disrepute. The Athlete agrees not to make, comment, issue, offer or endorse any public criticism or statement, whether written, televised or broadcast, having or designed to have a prejudicial effect on the interests, welfare or image of Triathlon, Duathlon and other Multisports world-wide or the ITU or the ITU's partners. The Athletes Code of Conduct as adopted at the ITU Congress 1999 and is in affect as of January 1, 2000.
7. **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.
8. **ITU Uniform Rules:** The Athlete agrees to comply with all of the requirements of the ITU Uniform Rules. The Athlete acknowledges that the Athlete has access to a copy of the ITU Uniform Rules through his or her National Federation and www.triathlon.org. If the Athlete appears on the podium of an ITU Event, he or she agrees to wear an ITU approved polo or golf shirt (t-shirt with a collar), unless they wear their national uniform. ITU reserves the right to modify the present ITU Uniform Rules at any time during the season.
9. **Entry to ITU Events:** The Athlete will ensure that his or her National Federation enters him or her into all ITU Events via the ITU Online Entry System on www.triathlon.org.
10. **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.
11. **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:
 - 11.1. He or she may not be allowed to start; and / or
 - 11.2. 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.
12. **Doping Rules:** The Athlete will abide by the WADA and ITU Anti-Doping Rules.
 - 12.1. **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. The Athlete recognizes that failure to be contacted by WADA or its agents, or by any other ITU-recognized anti-doping testing body on three occasions within an 18 month period at their current listed location will result in an anti-doping infraction.
 - 12.2. **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.
 - 12.3. **Doping Control Results:** The Athlete's NF will be responsible for posting all doping results on their Athletes.
13. **Liability:** The Athlete agrees that 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.

14. **Assignment of Image:** To enable ITU or its partners to promote and/or publicise events that are conducted by ITU or to which ITU is affiliated, the Athlete grants to ITU and its partners a non-exclusive royalty-free license to use the Athlete's Intellectual Property Rights ("License"). Neither ITU nor its partners may, without the permission of the Athlete, sell or assign the 'License' to a third party or a sponsor, except the International Olympic Committee, ITU-recognized regional organizations and National Federations affiliated to ITU. ITU or its partners may use the 'License' in whatever way considered beneficial to the sport including, without limitation, using the Athlete's Image through the medium of television (including dialogue) whether broadcast free-to-air or on cable television or satellite; transmitted via internet or the world wide web, cinema (including dialogue); video (including dialogue); radio; public video screens; press and materials; point of sale materials; public relations including any documentary material; billboards and outdoor advertising; merchandise material; sales contest materials; community service announcements and broadcasts. The Athlete warrants that he or she has the capacity to grant the 'License' and agrees to indemnify ITU and ITU's partners for any and all loss (both direct and indirect) resulting from such the use of such License.
15. **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.
16. **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.
17. **Injury:** 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. 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. Furthermore, the Athlete releases ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from.
18. **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.

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:

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