

**This Agreement is** made on

**Between** (1) **Ice Speed Skating New Zealand Inc.,  
P O Box 22-577. Christchurch**  
(“the ISSNZ”)

**And** (2)  
  
(the “Skater”)

## **Introduction**

ISSNZ has selected the Skater to participate in a New Zealand squad and requires the Skater to enter into this Agreement as a pre-requisite to participation.

## **It is agreed as follows**

### **1. Interpretation**

In this Agreement:

**“Commencement date”** means the date on which this Agreement is signed by both parties;

**“HP Programme”** means the High Performance Programme, every Official Event, any specific programme designed as preparation for an official event, other designated competitions, training camps, and sports science and medical assistance administered to the Squad or a Team;

**“Official Event”** means any skating – related event or function in which the Skater participates, whether in New Zealand or overseas, and includes the period from the time the Skater commences travel to the event until the Skater has completed his or her travel from the event;

**“Management”** means the persons or officials appointed by ISSNZ to specific positions for the Squad or a Team;

**“Squad”** means the group of Skaters selected to participate in the HP programme and includes the Skater;

**“Team”** means the members of the Squad who have been selected by ISSNZ to compete at any Official Event;

**“ISU”** means the **International Skating Union.**

### **2. Term of Agreement**

This Agreement will take effect from the Commencement Date and will remain in force until terminated in accordance with the provisions of this Agreement.

### **3. Selection of the Skater**

3.1 The Skater will be deemed to have been selected for the Squad and the HP Programme, subject to the Skater;

(a) Being a financial member of a club affiliated to the ISSNZ; and

3.2 To represent New Zealand the Skater;

(b) Must meet the ISU eligibility criteria.

### **4. Rights and Responsibilities of ISSNZ**

ISSNZ (subject to sufficient funding being available) will;

(a) be responsible for running and providing administrative support for the HP programme and providing the HP Management;

(b) provide public relations and media advice and sponsorship counselling to the Skater;

(c) provide the Skater with such access to facilities as ISSNZ considers appropriate.

(d) make available to the Skater coaching and training programmes as ISSNZ considers appropriate;

(e) make available to the Skater such uniforms, competition apparel and other items of clothing as ISSNZ considers appropriate.

(f) unless the Skater has been accepted or "carded" by the NZ Academy of Sport as a high performance Skater, arrange performance-related testing, blood tests and other sports science services at the request of the Sport Performance Coordinator/Coach.

### **5. Rights and Obligations of the Skater**

5.1 The Skater acknowledges that the control, administration and overall management of the Squad and every Team is vested in the Management and that ISSNZ may appoint such persons as it considers appropriate to be members of the Management. The Skater will;

(a) not interfere with or disrupt the structure of the Management;

(b) co-operate and comply with all reasonable directions given by the Management; and

(c) co-operate with all other members of the Squad and every Team of which the Skater is a member.

- 5.2 The Skater will;
- (a) train in accordance with any personal programme specified or approved by the Management to the satisfaction of the Management, in order to obtain the best possible physical health, fitness and performance for any Official Event;
  - (b) disclose to the Management on a regular basis and on request details of the Skater's progress made against the programmes referred to in clause 5.2 (a);
  - (c) compete at every Official Event/Competition they are selected for and asked to attend, unless written dispensation is given by the Management;
  - (d) make every effort to be available for Teams when selected;
  - (e) undertake any physical or medical testing required by Management;
  - (f) inform Management immediately of any illness or any injury or accident or any change in the Skater's health status;
  - (g) behave in a manner befitting an elite sportsperson and so as not to bring the Skater, ISSNZ or management into disrepute;
  - (h) not place bets or benefit financially from bets placed by others on any Official Event in which the Skater is participating;
  - (i) comply with all standards imposed by ISSNZ or Management from time to time, including those described in Schedule 1 (which may be amended by ISSNZ at any time);
  - (j) comply with the constitution, by-laws, code of conduct, rules, regulations, protocols, policies and procedures of ISSNZ and ISU.
- 5.3 If a skater has a loss of fitness, form or suffers an injury or illness that prevents them from competing at the level required at International events, then at the discretion of the Management they may be removed from the team
- 5.4 The Skater will wear any uniform or other apparel supplied by ISSNZ at all ceremonies and functions organised in connection with an Official Event where the Skater appears as a member of a Team. The Skater must not modify or disfigure the uniform in any way.
- 5.5 If provided with skating equipment by ISSNZ, the Skater will only use that equipment when competing in an Official Event, unless otherwise agreed in writing by Management. The skater will be responsible for repairing all damage if the equipment is damaged while in the Skater's possession, unless the damage occurs without the Skater's fault during travel to or from an Official Event. The Skater will return, at his or her own expense, such equipment to ISSNZ immediately at the request of Management and, in any event on termination of this Agreement. When returning the equipment the Skater must ensure that it is in good order and condition (fair wear and tear excepted).

- 5.6 The Skater will:
- (a) inform ISSNZ and Management within seven days of changing his or her New Zealand address or other contact details;
  - (b) whilst a member of the Squad be a financial member of a club affiliated to ISSNZ;
  - (c) advise Management in writing the Skater's intention to retire from the sport of skating;
  - (d) be personally liable for any expenses (including travel and insurance related costs) incurred by ISSNZ as a result of the Skater's withdrawal or removal from the Squad.

## **6. International Travel Arrangements**

- 6.1 ISSNZ (subject to sufficient funding being available) will organise travel for the Skater to and from each Official Event held outside New Zealand and will notify the Skater, either directly or through Management, of such arrangements.
- 6.2 ISSNZ (subject to sufficient funding being available) will arrange insurance for the Skater for the period of travel by a Team. The Skater may arrange additional personal health insurance at his or her own expense.
- 6.3 Except as expressly provided elsewhere in this Agreement (including any Schedule), the Skater will be responsible for the transportation of all personal effects to and from an Official Event and will meet any excess baggage charges.
- 6.4 The Skater will ensure that his or her passport is current and up to date and that the Skater has all relevant visas as required by any country to which the Skater will travel. ISSNZ may undertake to arrange relevant visas on the Skater's behalf.
- 6.5 ISSNZ (subject to sufficient funding being available) will provide a grant-in-aid to cover travel, accommodation and living expenses whilst the Skater is representing ISSNZ at specified events.

## **7. Media**

- 7.1 ISSNZ may organise, make and arrange any media comment or exposure on behalf of the Skater that ISSNZ considers appropriate.
- 7.2 The Skater will, at the request of ISSNZ, be available at the Skater's own expense for any media comment or exposure arranged by ISSNZ and will otherwise be available for a minimum of 20 hours per annum for promotional activities for ISSNZ. ISSNZ will only cover agreed travel and accommodation costs for promotional activities carried out at the request of ISSNZ. ISSNZ will not compensate the Skater for the time taken to undertake such activity.
- 7.3 The Skater may only communicate directly to the media on matters relating to the Skater's own prospects or performances during the HP programme. The Skater, may not comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of the HP Programme,

Management, ISSNZ or other Squad or Team members. The Skater will not, without the prior written consent of Management, make any arrangements for exclusive media interviews, act as a journalist or in any other media capacity or give any interview for payment or other reward.

- 7.4 The Skater will, at the Skater's own expense, provide ISSNZ with such information as ISSNZ or management may reasonably require from time to time, including up to date training diaries, curriculum vitae, personal sports results and photos. The Skater acknowledges that ISSNZ may use the Skater's name, photos, likeness and sports results in any format or media it considers appropriate (including print, television, video and internet) in connection with promotional campaigns and other public and media announcements.

## **8. Promotion and Sponsorship**

- 8.1 As a member of the Squad the Skater will:

- (a) Comply with ISSNZ's sponsorship arrangements in all respects;
- (b) Give ISSNZ the name of every personal sponsor of the Skater; and
- (c) Support and protect ISSNZ and its sponsors against parties who are not official sponsors from seeking to be associated with ISSNZ or the Squad or a Team.

- 8.2 Notwithstanding clause 8.1, the Skater will be solely responsible for resolving any conflicts between ISSNZ's sponsors and the Skater's personal sponsors. The only exception relates to equipment performance issues, in which case ISSNZ's sponsorship policy (which may be amended by ISSNZ at any time) will apply.

## **9. Doping**

- 9.1 The Skater will comply with all rules, regulations, bylaws, policies and codes of conduct relating to drugs and doping. Without limiting the foregoing, the Skater will at all times comply with the ISU Anti-doping Examination Regulations, ISSNZ and the Member Organisation's Anti-doping Policies, the Sports Anti-Doping Act 2006 and all Regulations made under that Act.

- 9.2 The Skater will undergo any drug testing, gender testing or other testing that management requires. ISSNZ will meet the costs associated with any tests required.

- 9.3 If the Skater is found guilty of an offence connected with doping or the use of trafficking in drugs, ISSNZ may, in addition to its other rights it may have, make public the Skater's name and the offence committed.

## **10. Limitation of Liability of ISSNZ**

- 10.1 For the purposes of this clause, the term "ISSNZ" may include Management, other officials and employees of ISSNZ, coaches, medical practitioners, sports scientists, therapists and members of the ISSNZ, any independent contractor from time to time employed by ISSNZ or any voluntary worker carrying out duties for ISSNZ.

- 10.2 The Skater accepts that ISSNZ will not be liable for:
- (a) any loss, damage or injury of any kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of ISSNZ and connected with the Skater's participation in the HP Programme, unless it arises as a direct result of a deliberate and wrongful act or omission by ISSNZ.
  - (b) The costs of any medical treatment conducted on the Skater, or the costs of defending any disciplinary, or other action ordered or taken against the Skater by ISSNZ.
- 10.3 The Skater indemnifies ISSNZ against any actions, suits, causes of action, proceedings, claims and damages (whether in respect of damage to property, personal injury or otherwise and including all legal costs and other expenses suffered or incurred by the Skater) which may be taken or made against ISSNZ or incurred or become payable by ISSNZ arising out of a deliberate and wrongful act or omission by the Skater during the term of this Agreement.

## **11. Termination and Sanctions**

- 11.1 Either party may terminate this Agreement on giving the other party not less than 14 days written notice.
- 11.2 If the Skater breaches any provision of this Agreement, ISSNZ may, in addition to any other rights it may have, on giving written notice to the Skater:
- (a) suspend the Skater from competition; and/or
  - (b) withdraw the Skater from any official Event; and/or
  - (c) impose any penalty or sanction in respect of the Skater; and/or
  - (d) terminate this Agreement immediately.

## **12. Privacy**

- 12.1 The Skater acknowledges that ISSNZ will need to collect personal information from the Skater, including contact details, performance results and health related information.
- 12.2 The Skater consents to ISSNZ collecting and storing indefinitely his or her personal information for the purposes set out in this Agreement. The Skater also consents to ISSNZ passing on such information to ISSNZ's sponsors and other bodies to which ISSNZ is affiliated for the purposes set out in this Agreement.

## **13. Miscellaneous**

- 13.1 Neither party will be in breach of this Agreement if that breach is caused by an event beyond the reasonable control of either party (a "**Force Majeure Event**"). However, if either party is unable to perform his or her obligations under this Agreement as a result of a Force Majeure Event, that party may give written notice to

the other of his or her inability and stating the reason and will use his or her best efforts to resume performance of his or her obligations as soon as possible.

- 13.2 The Skater acknowledges that he or she is not an employee of ISSNZ.
- 13.3 Any notice to be given under this Agreement is to be made in writing sent to the last known residential address, in the case of the Skater or the registered office or principal place of business in the case of ISSNZ or to such other address as may be notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the second day following the date of posting.
- 13.4 This Agreement represents the full record of the agreement entered into between the Skater and ISSNZ. Any changes or additions to this Agreement will be recorded in writing and signed by both parties.
- 13.5 The failure of either party at any time to enforce any provision of this Agreement will in no way affect that party's rights at any other time to require complete performance by the other party.
- 13.6 The laws of New Zealand will govern this Agreement and each party submits to the exclusive jurisdiction of the New Zealand courts.

**Signed** for and on behalf of  
**Ice Speed Skating NZ Inc.** and \_\_\_\_\_

Date: \_\_\_\_\_

**Signed** by the Skater: \_\_\_\_\_

(If under 18 years of age, a  
Parent or guardian must sign)

Date: \_\_\_\_\_