



Athlete Agreement

ATHLETE INFORMATION (please print)

First Name (as written on your passport)	Last Name (as written on your passport)	Gender (please tick box) <input type="checkbox"/> Male <input type="checkbox"/> Female
Postal Address		
City		
Home No. ()	Day or Mobile No. ()	Email Address
Date of Birth		Place of Birth (town & country)
Citizenship(s)		Closest Airport of Departure
Passport No.	Passport Expiry Date	Passport Nationality
Uniform Size (please circle) Bottoms: S M L XL XXL XXXL Tops: S M L XL XXL XXXL		

EMERGENCY CONTACT INFORMATION (please print)

Name	Relationship to Player	
Home No. ()	Day or Mobile No. ()	Email Address
Alternate Contact Name		Relationship to Player
Home No. ()	Day or Mobile No. ()	Email Address

Your invitation to be involved in Basketball New Zealand's activities including, but not limited to, the High Performance Programme, All New Zealand Camp, Regional Development Programme, National Junior Team Programme, requires that you enter into this Athlete Agreement and abide by its terms and conditions.

Please read this document carefully, as by signing this Athlete Agreement you are confirming that you have read and understood the information contained within.

Please complete the cover page, initial each page in the lower right-hand corner, sign in the space provided on page 4 and return it to Basketball New Zealand. Once the Athlete Agreement has been signed by Basketball New Zealand, a copy will be returned to you in the mail for your records. For future inquiries or correspondence, please refer them to:

Development Coordinator
Basketball New Zealand
PO Box 6052
Marion Square
Wellington

The information you provide on this Agreement form will be kept by Basketball New Zealand for use in Basketball New Zealand programmes and promotion. Please check here if you do not want Basketball New Zealand to use the information you provide for these purposes.

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**BASKETBALL NEW ZEALAND
ATHLETE AGREEMENT**

BETWEEN:

Basketball New Zealand (BBNZ)

and

(please print) _____ (the "Athlete")

WHEREAS BBNZ is recognised by the International Amateur Basketball Federation ("FIBA") and the Government of New Zealand as the sole governing body of the sport of amateur basketball in New Zealand;

AND WHEREAS BBNZ organises activities and programmes for the purpose of athlete development, which lead to National Teams that represent BBNZ and New Zealand in international competitions;

AND WHEREAS the Athlete has been selected to, and wishes to be an active participant of, Basketball New Zealand activities including, but not limited to, the High Performance Programme, All New Zealand Camp, Regional Development Programme, National Junior Team Programme;

AND WHEREAS BBNZ and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

BBNZ AND THE ATHLETE HEREBY AGREE:

1. Obligations of BBNZ

BBNZ shall, in accordance with the budget and policies of BBNZ:

- a) Identify, invite and select Athletes to participate in BBNZ Performance Group activities;
- b) Plan and manage training programmes and competitive activities for the ongoing development of Athletes involved in BBNZ Performance Group activities;
- c) Coordinate, accommodation and meals for Athletes participating in BBNZ Performance Group activities; where appropriate BBNZ will also coordinate travel.
- d) Where applicable, supply team uniforms, apparel and equipment;
- e) Certify the Athlete's eligibility to compete in FIBA events, providing the Athlete satisfies FIBA eligibility criteria and is not in breach of any terms of this Agreement;
- f) Where applicable, assist the Athlete in accessing sport science expertise and medical care through the services provided by the New Zealand Academy of Sport in accordance with the approved budgets and support received from the NZAS;
- g) Maintain confidentiality with respect to medical information supplied by the athlete as a requirement for participation in this program. Information shall not be released without the consent of the Athlete, unless BBNZ is required to do so by law or in accordance with BBNZ's anti-doping policies;
- h) While the Athlete is traveling overseas as part of a BBNZ Performance Group activity, ensure the necessary out-of-country travel insurance has been put in place in accordance with the budget and policies of BBNZ. It is the responsibility of the Athlete to satisfy himself/herself that the insurance provided by BBNZ meets their needs;
- i) Make available through BBNZ's National Office copies of relevant BBNZ policies pertaining to BBNZ Performance Group activities, including policies relating to insurance, as well as up-to-date lists of International Olympic Committee ("IOC") banned substances and practices.

2. Obligations of the Athlete

The Athlete agrees that he/she shall:

- a) Pay all fees associated with participation in BBNZ Performance Group activities;
- b) Actively participate in all training programmes, competitive activities and reporting procedures as prepared and outlined by BBNZ;

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- c) Demonstrate commitment to individual training programmes developed by BBNZ and maintain regular contact regarding his or her progress in training;
- d) At the earliest possible date, notify BBNZ of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligations under this Agreement;
- e) Provide pertinent medical information to BBNZ's medical team as requested, and consult with BBNZ's medical team regarding the use of prescription or non-prescription drugs;
- f) Comply with BBNZ's anti-doping policies and submit to announced and unannounced doping control testing, both during and outside of competition;
- g) Participate in BBNZ activities and personnel evaluation activities as requested by BBNZ;
- h) Supply BBNZ with biographical information as requested, and keep BBNZ updated on any contact detail changes;
- i) As a member of BBNZ, behave in a courteous and respectful manner and adhere at all times to BBNZ's policies relating to conduct as amended from time to time;
- j) Wear and use the provided uniforms, apparel and equipment at all times while engaged in BBNZ activities and in the proper manner as directed by BBNZ;
- k) Agree to be filmed, televised, photographed and otherwise recorded during BBNZ activities and acknowledge that BBNZ may at any time utilise the said films, photographs or recordings for such purposes as BBNZ in its absolute discretion shall think fit whether during or after the term of this Agreement;
- l) Acknowledge that BBNZ owns the intellectual property rights relating to BBNZ activities and undertake to act in a manner that protects the intellectual property of BBNZ;
- m) Assign all rights to his/her name, image, person or performance ('the Athlete's Identity') in respect of appearances in relation to his/her participation in BBNZ activities;
- n) Consult with BBNZ on any existing or proposed commercial venture which may render the Athlete unable to fulfill his/her obligations under this Agreement;
- o) Hereby indemnify and hold harmless BBNZ from any losses that BBNZ may incur as a result of the Athlete's failure to satisfy any provision(s) of this Athlete Agreement. This indemnification shall survive termination of this Agreement.

3. Disputes

- a) Where BBNZ is of the view that the Athlete is absent without notice or satisfactory reason, or is in breach of any of the provisions of this Agreement, the Athlete shall be contacted immediately to determine the reason for absence or breach.
- b) If in the opinion of BBNZ, the rationale for absence or breach does not constitute a legitimate reason, BBNZ shall have the authority to determine a suitable remedy or to discipline the Athlete by applying any one or combination of the following sanctions:
 - Stipulating specific performance to remedy the breach of the Agreement;
 - Issuing a written reprimand;
 - Requiring a verbal or written apology from the Athlete;
 - Removal of all or certain programme privileges;
 - Suspending the Athlete from further participation in BBNZ Programmes, either for specified events or for a specified period of time;
 - Dismissing the Athlete from BBNZ Programmes and any corresponding entitlements
 - Termination of this Agreement; and/or
 - Any other sanction which it considers appropriate in the circumstances.
- c) BBNZ shall notify the Athlete as soon as possible with respect to any remedy and/or sanction imposed.

4. Duration of Agreement

- a) This Agreement comes into force on February 1, 2008 and continues in effect until December 31, 2008, unless terminated earlier pursuant to this Agreement.

5. General

- a) This Agreement shall be interpreted in accordance with the laws of New Zealand.
- b) If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force and effect.

BASKETBALL NEW ZEALAND



February 5, 2008

Ollie Dudfield, Manager Player and Coach Development

Date

ATHLETE

Signature

Date

THE FOLLOWING SECTION MUST BE COMPLETED IF THE ATHLETE IS 17 YEARS OF AGE OR UNDER

PARENT/GUARDIAN INDEMNITY AGREEMENT

*A parent or guardian's signature **must accompany** the Athlete Agreement if the Athlete is 17 years of age or younger at the time of signing the Agreement. This signature **is in addition to** and not in place of the Athlete's signature on the Agreement.*

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the Athlete Agreement with Basketball New Zealand.

I recognise that the Athlete derives benefits from signing this Agreement. I also recognise that the Athlete assumes obligations and I further recognize Basketball New Zealand's desire and need to enforce these obligations.

In consideration of the Athlete and Basketball New Zealand entering into the Athlete Agreement, I hereby agree to indemnify and hold harmless Basketball New Zealand from any losses which Basketball New Zealand may incur as a result of the breach of any provision of this Agreement by the Athlete.

Parent/Guardian name (please print)

Parent/Guardian signature

Date

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