

### **2007 ITU Competitor Agreement**

1. **Governing Body:** The Competitor acknowledges that the ITU is the sole world governing body for the sports of triathlon, duathlon, aquathlon and winter triathlon and that the ITU is recognised by the IOC, is a member of the Association of Summer Olympic International Federations (ASOIF) and is a member of the GAISF.
2. **Law:** This agreement is to be governed by the laws of the province of British Columbia, Canada.
3. **Property in ITU Events:** The Competitor acknowledges that the ITU Events are the exclusive property of the ITU which owns all rights associated with the ITU Events including, without limitation, the rights to organise, exploit, broadcast and reproduce the ITU Events.
4. **ITU Documents:** The Competitor acknowledges that the Competitor has access to a copy of the ITU Manual through the Competitor's National Federation. The Competitor agrees that upon signing this Agreement, the Competitor shall be deemed to be aware of and agree to be bound by the provisions of the ITU Manual, including but not limited to the Competition Rules, Uniform Rules, and ITU Anti-Doping Rules.
5. **Eligibility to compete:** The Competitor declares that he/she has not been guilty of any act or omission whereby he/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. The Competitor recognizes that their National Federation will be fined if they do not start at an ITU event that they are registered for, without a valid medical justification.
6. **Code of Conduct:** At all times, the Competitor will behave in a proper manner so as not to bring either the Competitor, the ITU or the ITU's partners into disrepute. The Competitor 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, aquathlon or winter triathlon 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 Competitor agrees to update their athlete profile on the ITU website, [www.triathlon.org](http://www.triathlon.org), on a quarterly basis. The Competitor agrees to work with ITU media, including filling out profile forms and attending media conferences.
8. **ITU Elite Athletes' Uniform Rules:** The Competitor agrees to comply with all of the requirements of the ITU Uniform Rules. If the Competitor appears on the podium of an ITU World Cup event, he / 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 Uniform Rules at any time during the season.
9. **Entry to ITU Events:** The competitor will ensure that his / her National Federation enters him / her into all ITU Events, including World Championships, World Cup, and Continental Cup events via the ITU website [www.triathlon.org](http://www.triathlon.org) .
10. **Failure to start at ITU Events:** The competitor acknowledges that if they are officially entered into an ITU event, but fail to be on the starting line at the event without a valid medical reason, their national federation will be fined USD250.
11. **Failure to attend the Elite Athlete Briefing:** The competitor acknowledges that if they are not in attendance at the Elite Athlete Briefing then they will not be allowed to start. An athlete may appeal in exceptional circumstances.
12. **Doping Rules:** The athlete will abide by the WADA and ITU Anti-Doping Rules.
  - a) **Athlete Whereabouts:** The Competitor agrees to post and maintain their current location on the WADA website database, ADAMS, or other method approved by ITU. The Competitor 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.

- b) Therapeutic Use Exemption (TUE):** If applicable, the Competitor will have a Therapeutic Use Exemption (TUE) form on file at ITU. **This TUE will be valid for a maximum of one year.**
- c) Doping Control Results:** The NF of the competitor will be responsible for posting all doping results on the competitors.
- 13. Liability:** The Competitor agrees that neither the ITU nor the 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 Competitor or the Competitor'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 the ITU or its partners to promote and/or publicise events that are conducted by the ITU or to which the ITU is affiliated, the Competitor grants to the ITU and its partners a non-exclusive royalty-free license to use the Competitor's Intellectual Property Rights ("License"). Neither the ITU nor its partners may, without the permission of the Competitor, 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.
- The ITU or its partners may use the License in whatever way considered beneficial to the sport including, without limitation, using the Competitor'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 Competitor warrants that he/she has the capacity to grant the License and agrees to indemnify ITU and the ITU's partners for any and all loss (both direct and indirect) resulting from such a use.
- 15. Restrictions on association with ITU:** The Competitor shall not grant any rights to use or utilise the Competitor'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 the ITU or any events conducted by or affiliated with ITU without the prior written permission of the ITU.
- 16. ITU rules:** Whilst participating in ITU Events or events endorsed by ITU, the Competitor agrees to abide by the rules of ITU as applicable to the relevant ITU Event.
- 17. Injury:** The Competitor agrees and acknowledges that participation in or observation of sport could constitute a risk of serious injury to himself / herself, including permanent paralysis or death. The Competitor voluntarily and knowingly recognises, accepts and assumes this risk and warrants to the ITU and the ITU's partners that the Competitor is physically fit and able to compete in the ITU Events without risking serious injury, including permanent paralysis or death. Furthermore, the Competitor releases the ITU, the ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from.
- 18. Dispute:** The Competitor accepts that any dispute arising from regulations of the ITU, which cannot be settled by its existing appeal procedure, as set out in the ITU Manual, shall be settled finally by the Court of Arbitration for Sport in Lausanne, Switzerland (CAS), to the exclusion of recourse to ordinary courts.
- 19. Definitions:** In this document:
- "ASOIF" means the Association of Summer Olympic International Federations.
  - "Competitor" means the person signing this document.

- “Competitor’s Intellectual Property Rights” means individual intellectual property rights (including the rights to the Image or any name or mark of the Competitor).
- “CAS” means the Court of Arbitration for Sport (CAS), Lausanne, Switzerland.
- “GAISF” means the General Association of International Sports Federations.
- “Image” means the Competitor’s name, likeness, signature, image and any similar or associated trademarks.
- “ITU” means the International Triathlon Union, a not-for-profit corporation organised under the laws of Canada of 1154 W 24th Street, North Vancouver, British Columbia, Canada.
- “ITU Events” means each event staged during 2007 and 2008 in the ITU Triathlon World Cup and ITU Duathlon World Cup, ITU Winter Triathlon, ITU Aquathlon, ITU Continental Triathlon Series and any of the ITU World Championships.
- “ITU Manual” means the Anti-Doping Rules of the ITU, Constitution of the ITU, the Competition Rules of the ITU, the Event Organiser’s Manual of the ITU and Policies and Procedures of the ITU.
- “IOC” means the International Olympic Committee.
- “National Federation” means the national triathlon federation of the home country of the Competitor.
- “Partners” means any non-related and related bodies corporate of the ITU or agency of ITU.
- “TUE” means the Therapeutic Use Form approved by the ITU.
- “Uniform Rules” means the uniform rules for ITU Events.
- “WADA” means the World Anti Doping Agency.

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 Competitor)**

\_\_\_\_\_  
**(Date)**

**Please print legibly:**

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	
Coaches Email	