

ITU ATHLETE'S AGREEMENT

1. **Governing Body:** The "Athlete" acknowledges that ITU is the sole world governing body for the sports of Triathlon, Paratriathlon, Duathlon and its related other Multisports world-wide and that ITU is recognized by the IOC, WADA and the IPC, and is a member of ASOIF and 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	The union for both Olympic and non-Olympic sports federations as well as organisers of international sporting events.
ImageITU	The Athlete's name, likeness, signature, biographical information, image, other identifying insignia or characteristics and any similar or associated trademarks. International Triathlon Union
ITU Events	The events listed in the "Events" section of www.triathlon.org, including Continental Confederations events.
ITU Rules	The ITU Anti-Doping Rules, the ITU Constitution and By-Laws, the ITU Competition Rules, and all appendices, including 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 Sports governing body for the sport of Triathlon within their country.
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 and the athlete's data provided to the event. The Athlete acknowledges that these rights include any type of digital media, whether that be photographic or video in nature, captured from within the boundaries of the field of play, regardless of ownership of the capturing device. All the personal data from the athlete enter into any ITU event and the data produced from the event, including the results, are exclusive property of ITU.

With respect to information about the Athlete Personal Data, the Athlete agrees:

- 3.1. that all Personal Data collected, stored and used by ITU, and where necessary third parties, is for the purposes of, and to the extent necessary in relation to facilitating the Athlete's participation in, and/or organising the following competitions: ITU World Triathlon Series, ITU Triathlon World Cups, ITU World Paratriathlon Events, ITU World Championships and Continental Championships and Cups;
 - 3.2. to the transfer of their Personal Data to the ITU and by them to such third parties, and to the processing of such data and potentially any relevant sensitive personal data (including about unspent criminal convictions), as are necessary for security and other background checks by the ITU in order for me to gain the necessary right to participate in any ITU competition;
 - 3.3. that ITU and other third parties, including law enforcement and border services agencies, may share amongst themselves and with third parties the Athlete's Personal Data for the purposes of investigating and/or prosecuting breaches of any of the relevant provisions, rules, or bye-laws of the ITU Rules and the World Anti-Doping Code (for example, breaches of Anti-doping and/or betting rules);
 - 3.4. to the collection and use of Personal Data and statistics in ITU –approved research projects (e.g. athlete biographies, questionnaires, filming, measures, medical encounters, etc.) conducted during any ITU competition;
 - 3.5. to Personal Data being used in any other way to which I provide by express consent to the ITU.
4. **ITU Documents:** The Athlete acknowledges that the ITU Rules are accessible through their National Federation and the ITU website: www.triathlon.org. The Athlete agrees that upon signing this Agreement, they 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 30 days prior to the event in which they are competing.
5. **Eligibility to Compete:** The Athlete declares that they have not been guilty of any act or omission whereby they have 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 that participation in a pre-race press conference, if asked to do so by ITU Media, is mandatory. In addition to press conferences, the Athlete must also make themselves available for ITU Media duties, including but not limited to; pre- or post-race interviews, feature or promotional shoots or other media-related activities, for a minimum of one (1) hour at each event as requested by ITU Media. In turn, ITU Media shall endeavour to limit the number of times individual athletes are requested for media opportunities per season.
7. **ITU Competition Rules:** While 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.
8. **Anti-doping Rules:** The Athlete will abide by the World Antidoping Code (WADC) and ITU Anti-Doping Rules.
9. **Liability:** The Athlete irrevocably releases ITU (and its members, officers, directors employees and volunteers), ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability (to the extent permitted by law) for any loss, injury or damage that the athlete may suffer directly or indirectly in relation to their participation in any of the ITU Events.
10. **Intellectual property:**

- 10.1. 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.**
- 10.2. The Athlete hereby assigns, with full title guarantee in perpetuity, to ITU all rights of any nature in any such recordings. The Athlete further agrees that their “Image” and/or any photographs and/or moving Images taken of them (or other representations of them) 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.**
 - Ensure the Athlete’s Image may not be altered in any way shape or form, including but not limited to sponsor logos, or other branding.**
- 10.3. Additionally, the Athlete consents to the use and reproduction of their Image on merchandise and in publications relating to the ITU and/or ITU Events, provided that such merchandise is primarily related to the Event itself and not the Athlete personally:**
- a.) ITU will not for any purpose 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 them 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 they act as a journalist or in any other media capacity, nor shall they 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.**
- 10.4. The Athlete hereby assigns, with full title guarantee in perpetuity, to the ITU all data rights of any nature that have been entered by them or their National**

Federation in any ITU event and the results and classifications from any event in which they took part.

- 11. 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.**
- 12. Injury / Loss of Property:**
 - 12.1. The Athlete voluntarily and knowingly recognizes, accepts and assumes that participating in or observation of an ITU Events could constitute a risk of serious injury to themselves, including permanent paralysis or death 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.**
 - 12.2. Furthermore the Athlete acknowledges and agrees that ITU shall have no obligation to arrange any insurances connected with their participation in ITU Events including without limitation travel insurance and medical insurance, all of which insurances shall be the sole responsibility of the Athlete.**
- 13. 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 Canton de Vaud, Switzerland.**

2015 ITU Athletes' Agreement

I, _____ (print name) 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)	
Email:	
Birthday: (day-month-year)	
Insurance Policy #:	
Person to contact in case of emergency:	Name:
	Phone number:
Coach's Name:	
Coach's Email:	
Coach's Mobile Phone:	