



2019 National Squad Athlete Agreement

ATHLETE INFORMATION

Last Name:	First Name:	Chinese Name:
Home Phone:	Mobile Phone:	Email:
Address:		

PARENT/GUARDIAN INFORMATION IF 18 YEARS OF AGE AND YOUNGER

Parent/Guardian:		
Home Phone:	Mobile Phone:	Email:
Address:		

Your selection as a National Squad athlete requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and the Hong Kong Triathlon Association. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully, as by signing this Agreement you are confirming that you have read and understood it.

Please complete the cover page, initial each page in the lower right-hand corner, and sign in the space provided on the last page and return two copies of the Agreement at the Briefing Session as specified in the invitation email.

Once you have signed the Agreement, a copy will be returned to you for your records.





2019 National Squad Athlete Agreement

THIS AGREEMENT is made this _____ day of _____, 20_____

BETWEEN:

Hong Kong Triathlon Association, a Corporation, duly formed under the laws of the Hong Kong SAR, and having its registered office at Room 1020, Olympic House, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong

AND:

_____ residing at, _____
(Hereinafter referred to as the Athlete)

WHEREAS:

- TriHK is recognized by the International Triathlon Union (ITU), the Asian Triathlon Confederation (ASTC), Sports Federation and Olympic Committee (SF&OC), and the Hong Kong Paralympic Committee & Sports Association for the Physically Disabled (HKPC&SAPC) as the sole National Federation governing the sport of Triathlon in Hong Kong, China;
- The Athlete wishes to be an active competitor in TriHK sanctioned events, ITU sanctioned events, international competition/games administered by the International Olympic Committee (IOC), International Paralympic Committee (IPC), and/or China National Games;
- TriHK and the Athlete recognize the need to clarify their relationship and to establish their respective rights, duties and obligations;
- The Hong Kong Sports Institute (HKSI) and Leisure Culture Services Department (LCSD) require that the respective rights and obligations of TriHK and the Athlete be agreed to in writing as a precondition to the grant of any financial assistance pursuant to the elite training program; and
- ITU requires TriHK to certify the eligibility of the Athlete as a member in good standing in order to compete in international competitions.
- The term triathlon shall encompass all event formats and distances recognized by TriHK under the authority of ITU.





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NOW THEREFORE in consideration of the mutual covenants and agreement hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

1. TRIHK'S OBLIGATIONS

TriHK shall:

Selection

- A. Organize, select and operate the National Squad; consisting of selected athletes, coaches and other necessary support staff, as endorsed by TriHK, to represent Hong Kong at major international events and games; including the Olympic Games, the Paralympic Games, the Asian Games, All China Games, and ITU events subject to TriHK's budget and policies.
- B. Conduct selection of members to all national teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.
- C. Organize programs and provide funding for the development and provision of coaching expertise and training facilities in Hong Kong in cooperation with HKSJ in accordance with TriHK's policies and approved budget.
- D. Provide selected athletes a set of Team Uniform to be worn when representing Hong Kong, China, at all local triathlon, duathlon and aquathlon races organized by TriHK, while travelling to and from overseas destinations and when attending official functions including but not limited to briefings, press conferences, opening ceremonies and award ceremonies or as otherwise directed.
- E. Provide funding for the Athlete to attend training camps and competitions in accordance with the TriHK budget and policies.

2. ATHLETE'S OBLIGATIONS

The Athlete shall:

General and Communications

- A. Provide TriHK with a current address, phone number, functioning email address and will advise TriHK within 48 hours of any changes becoming effective.
- B. Receive and read all the information supplied by TriHK.
- C. Remain in good standing with TriHK thorough paying all dues, levies, and fees, as approved and assessed by TriHK, within 14 days of being invoiced.
- D. Respond to communication and requests from TriHK within 48 hours unless you have notified TriHK of temporary unavailability.
- E. Participate in any/all athlete events as requested by TriHK.

Ratified by Selection Sub-Committee 2019



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- F. Understand that it is his/her responsibility to check the official TriHK electronic communication (i.e. messaging tools, email, website) on a regular basis to receive updates news, notices, and announcements.
- G. Provide written consent to TriHK, if the athlete is of the age of majority, to communicate through a third party (parent or legal guardian).

Eligibility

- H. Be a member in good standing with TriHK.
- I. Provide evidence of being a HKSAR resident for at least 3 years, and maintain eligibility to compete for Hong Kong, China per TriHK and all applicable international regulations in effect. Athletes must notify TriHK at least one month prior to residence/citizenship status/overseas studies.
- J. Hold a valid passport and/or China Travel Card (required for all events in China if HKSAR passport). Athletes are responsible to ensure expiry date of travel documents and visas are compliant with all planned travels.
- K. Be a member of TriHK for the current year.
- L. Compete at the current Hong Kong ASTC Asian Cup and the annual October benchmarking as a prerequisite for funding eligibility or continued funding assistance. Failure to participate in these events for any reason other than injury, illness or pregnancy, as certified by a medical doctor, and without the Head Coach in writing, can lead to termination of this Agreement, funding/status ineligibility or the cancellation of current funding and/or National Team status;
- M. If selected, participate in all Major Games –Olympic Games or Paralympic Games, Asian Games, All China Games, World Triathlon Championships and Asian Triathlon Championships. Failure to participate in any of these Major Games for any reason other than injury, illness or pregnancy as certified by a medical doctor and without the Head Coach in writing can lead to termination of this Agreement, funding status ineligibility or the cancellation of current funding and/or National Squad status.

Training/Competition

- N. At all times support the long-term objective of podium performance and fully support TriHK's objectives.
- O. Give his/her best effort at all times while representing Hong Kong, China in any event.
- P. At all times, live and train in a Daily Performance Environment which, in the opinion of TriHK is conducive to high-performance success. Participating in any activity that puts his or her ability to perform at risk, or limits performance can lead to funding ineligibility or the cancellation of current funding and/or National Squad status.
- Q. Not take any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any athlete for a competition.
- R. Avoid participating in all competitions where the TriHK have determined that such participation is not permitted. Athletes are responsible for being fully aware of what events are permitted.



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- S. Athletes are required to attend health/nutrition and fitness assessments monthly conducted by HKSI/HC as arranged by TriHK.
- T. Trained by HC or personal coach as endorsed by TriHK and acknowledge by HKSI.
- U. National Squad Potentia Athletes are only allowed to self-fund for Asian Continental Cups as recommended by HC and endorsed by SC.

Medical and Injury

- V. All Elite Open, U23 and Junior must complete the ITU pre-participation medical as required by the ITU (for more information see www.triathlon.org);
- W. Athletes must notify both Selection Sub Committee (SC) and Head Coach by email within 48 hours of any unscheduled breaks in training longer than 3 consecutive days for any reason and ensure, in the case of an injury or illness that a medical doctor's certificate setting out the nature of injury or illness or pregnancy and the recommended intervention/remediation plan is forwarded to TriHK within 48 hours of the diagnosis of the injury or illness or pregnancy. Athletes are responsible for ensuring that their treatment details are documented and updated in the HKSI Sport Science and Sports Medicine database within 48 hours of the diagnosis of the injury or illness.
- X. In the event of injury and/or illness, comply with the prescribed plans allowing a return to full training and competition, as approved by Head Coach and endorsed by SC.
- Y. Understand that TriHK/HKSI may provide a limited level of travel and accident insurance, while the Athlete is training, competing or travelling for TriHK. It is the responsibility of the Athlete to satisfy himself/herself that the insurance provided by TriHK/HKSI, if any, meets their needs and to ensure that they maintain an adequate level of the personal accident and travel insurance to cover the activities, destinations and time requirements of their participation at events.

Dress Code

- W. Wear the current and appropriate National Squad Uniform while travelling and participating as a member of the National Squad, and as required by the ITU (see www.triathlon.org).
- X. Adhere to all sponsorship policies that pertain to dress code as outlined in the *Sponsorship* section of this document

Anti-Doping

- Y. Not use any substances or methods that contravene the rules of the International Olympic Committee (IOC), the rules of the International Triathlon Union (ITU), International Paralympic Committee (IPC), World Anti-Doping Agency (WADA) and the Canadian Policy on Doping in Sport. TriHK has adopted the 2019 Hong Kong Anti-Doping Committee (HKADC), which is the set of rules that govern doping control in Hong Kong. Administered by the Sports Federation and Olympic Committee (SF&OC) applies to members of the TriHK and participants in TriHK



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sanctioned activities. All members of TriHK, whether in the role of athletes or athlete support personnel, are subject to the HKADC. By signing below, the athlete acknowledges the following:

- i. I specifically agree that as a member of the elite athlete pool in my sport I am subject to the Hong Kong Anti-Doping Committee and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the HKADC.
- ii. I agree that I have been educated regarding the anti-doping rules and violations contained in the HKADC.
- iii. I acknowledge that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International standard for protection of privacy and personal information.
- iv. I consent to having third parties, including law enforcement, to share my personal information in the enforcement of the HKADC.
- v. Submit to all doping-control tests, both in and out of competition and unannounced, when requested by the TriHK, HKSI, SF&OC, HKADC, ITU, WADA or other designated to do so, as well as all other notification requirements or rules of WADA or the appropriate bodies herein;
- vi. Adhere and comply with HKADC and WADA Appeal Procedure By-law for the remedy of complaints and issues;
- vii. Consult and confirm with the HKSI Sports Science and Sports Medicine prior to taking any prescription or over-the-counter drugs to ensure the medication does not appear on the banned substance list;
- viii. Participate, if requested by TriHK to do so, in any doping control education program organized by TriHK;
- ix. Copy TriHK Selection Sub Committee and Head Coach on all correspondence with WADA, ITU and HKADC

Policies and Conduct

- Z. Utilize and be governed by TriHK policies.
- AA. Adhere to all sponsorship policies that pertain to dress code as outlined in the Media Sponsorship section of this document.
- BB. Adhere to HKSAR laws that govern the consumption of alcohol and narcotics while travelling outside Hong Kong and respect local laws when in foreign countries. Failure to comply with HKSAR and international laws will lead to funding ineligibility, the cancellation of current funding and/or National Squad status.

As an ambassador for TriHK, behave in a courteous and respectful manner at all times.



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Media and Sponsorship

- CC. Cooperate and participate in TriHK, and /or TriHK sponsor's events, when reasonable requests have been made, in order for TriHK to achieve the best possible results in marketing and promotion of the National Squad and the sport of Triathlon. Athlete will use his/her best efforts to be present at any such events as are reasonably requested and will promote the National Squad in a positive manner; which may include participation in promotional events at the request of TriHK sponsors.
- DD. Participate in photo sessions and press conferences, when requested, at the events at which the Athlete competes by virtue of his/her membership on the National Squad and permit TriHK to utilize (including marketing thereof) such photographs at its discretion.
- EE. Provide TriHK with a recent colour photograph of him/herself, a current resume of athletic accomplishments, and a summary of current sponsors and sponsorship commitments, with the completed application form, if requested to do so (photos in electronic format are preferable).
- FF. Understand that personal sponsorship agreements are subject to and prioritized below the sponsorship rules and regulations as outlined by TriHK, HKSA, ASTC, ITU, SF&OC, and HKPC&SAPC.
- HH. Understand and agree with his/her right to sell space on the National Squad uniform for ITU events is restricted. TriHK reserves the right to utilize Sponsor Spaces on the National Squad Uniform, as described in the current ITU Uniform Rules (www.triathlon.org).
- II. Acknowledge that if TriHK chooses not to utilize any of the sponsor areas, then the Athlete will be permitted to use these spaces for up to a maximum of 3 personal sponsors of his/her choosing for the remainder of the season in question; provided that TriHK is given prior notice of the proposed sponsor(s) and that such proposed sponsor does not conflict with a TriHK National Squad sponsor. Athletes must obtain written approved from TriHK for the sponsors.
- JJ. Refrain from making comments (verbally, in writing or electronically) that could reasonably be expected to have a detrimental effect on the brand, morale or image of TriHK, HKSI, ASTC, ITU, SF&OC, HKPC&SAPC and/or other athletes.
- KK. Ensure that TriHK is provided advance notice of all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete;
- LL. Obtain approved from TriHK prior to any media interview and /or attending events as an honoured guest/speakers when media is present.

3. INJURIES

Ratified by Selection Sub-Committee 2019





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MM. In the event of injuries/illness, the athlete unable to train/race/attend TriHK events, he/she must email to TriHK/HC immediately after obtaining a medical certification.

4. MEDICAL CONSENT

In the event of an emergency situation where undue delay for the purpose of obtaining consent prior to medical treatment could endanger the Athlete's life, limb, or a vital organ, TriHK or HIKSI or its agent (coach or other designated person) will adhere to the following procedure:

- i. TriHK or HIKSI or its agent will make all reasonable efforts to contact the Athlete's family, designated guardian, or other individual previously identified by the Athlete as an emergency contact, to obtain consent for medical treatment
- ii. Such efforts are unsuccessful, or if in the opinion of a duly qualified medical practitioner immediate medical treatment is urgently required, then if the Athlete is of legal age at the time of signing this Agreement, the Athlete hereby agrees (and if the Athlete is not of legal age at the time of signing this Agreement, the Athlete's parent or legal guardian who has signed this Agreement similarly agrees) that TriHK or its agent is authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary.

Primary Emergency Contact Name:	
Relationships:	
Telephone (Home):	
Telephone (Mobile):	
Telephone (Work):	
Email Address:	

7. MUTUAL PROVISIONS

The parties acknowledge and agree that:

- A. The Athlete shall abide by all reasonable requests made of the Athlete by TriHK-endorsed coaches for an event at any races and shall at all times cooperate with all TriHK-endorsed coaches, support staff for the event.
- B. TriHK has limited accreditation at ITU events. Personal Coaches of National Squad athletes will be allocated TriHK accreditations subject to availability.



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8. DEFAULT OF AGREEMENT

- A. Where one of the parties to this Agreement is of the opinion that the other party has failed to comply with their obligations hereunder, it shall forthwith:
 - i. Notify the other party in writing of the alleged default;
 - ii. Where appropriate, indicate in such notice the steps to be taken to remedy the alleged default;
- B. The consequence of default, when not otherwise specifically identified will result in a measured response based on the severity of the default.
- C. The consequences will range from documentation of warnings through to funding ineligibility and/or the cancellation of current funding and/or National Team status. Notwithstanding the foregoing, TriHK's Policies will not be used to resolve disputes or sanctions associated with doping infractions pursuant to Hong Kong Anti-Doping Committee program, as amended.

9. WAIVER OF LIABILITY

The Athlete hereby acknowledges:

- i. That triathlon and competitive sport is dangerous and that there are risks, dangers and hazards inherent in competition and in training, preparing for and travelling to and from such competition and training. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete or to other persons and the risk of property loss and damage. The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agreed to assume all risks associated with, and incidental to, the Athlete's participation in training and competition.
- ii. That TriHK and HKSI carry only limited insurance to protect Athletes in the event of death, injury, damage, medical expenses, or travel claims. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete's sole expense, all additional insurance coverage deemed necessary.

10 NOTICE

- A. Notice to either Party may take the form of hand delivery, courier, registered post, or email. Notice to either party will take effect when:
 - i. The receipt is acknowledged verbally by the recipient in the presence of a third party, in the case of hand-delivered notice;
 - ii. The receipt is confirmed through courier records, in the case of couriered notice;
 - iii. The receipt is confirmed through registered post records, in the case of maile notice;
 - iv. One business day after the date the notice was sent, in the case of emailed notice.

11. GOVERNING LAW





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A. This Agreement shall be governed by and construed in accordance with the laws of the HKSAR

12. DURATION OF AGREEMENT AND TERMINATION

- A. In signing this AGREEMENT, all applicable previous TriHK Athlete Agreements you may have signed are null and void, and this AGREEMENT becomes your binding National Sq Athlete Agreement.
- B. The Athlete may terminate this Agreement at any time by providing written notice of termination to TriHK. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges described herein, including the right to funding and National Squad status.
- C. TriHK may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a breach of this Agreement or any TriHK policy, or has been found guilty on a doping control violation, or has been convicted of a criminal offence, or has become ineligible to represent TriHK or this Agreement. Any decision by TriHK to terminate this Agreement.

14. ACKNOWLEDGEMENT

- A. The Athlete confirms that he or she has signed this Athlete Agreement voluntarily and with a full understanding of the nature and consequences of the Agreement.

I have read and familiarized myself with all references and requirements within, and fully understand my obligations in signing this ATHLETE AGREEMENT.

Witness:	
Date:	
TriHK Representative:	





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THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF 18

PARENT/GUARDIAN INDEMNITY AGREEMENT

A parents or guardian's signature must accompany the Athlete Agreement if the Athletes is under the age of 18 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 TriHK.

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

In consideration of the benefits accruing to the Athlete by reason of the Athlete and TriHK entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless TriHK from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive the termination of this Agreement.

Parent/Guardian Name Signature

Date

Parent/Guardian Name (Please print)

Witness Name (please print)

Date

Witness Signature

