



**GYMSPORTS NZ
TEAM MEMBER AGREEMENT (Official)**

PARTIES

- (1) GymSports New Zealand Incorporated ("GSNZ"); and
- (2) _____ ("the Official")

In consideration of the Official being selected for membership in the New Zealand Team designated _____ the Official agrees:

1. INCORPORATION OF CONSTITUTION AND REGULATIONS

1.1 This agreement incorporates the provisions of the GSNZ Constitution and any Regulations and By Laws made pursuant to it, including, without limitation, the Overseas Tour Regulations and the GSNZ Code of Conduct.

2. TRAVEL REQUIREMENTS

2.1 The Official will:

- (a) provide all requested documentation by the stated date;
- (b) comply with all medical or visa requirements for the tour including having the required inoculations;
- (c) have a valid passport endorsed with the appropriate visa (where applicable);
- (d) have in his/her possession while travelling, current passport style photographs for use in applications for a visa should this be required; and
- (e) take out GSNZ arranged travel and medical insurance, as per clause 16.1 of the Constitution.

2.2 Time schedules as they pertain to departure dates, times, flights, training times and other requirements for tour members shall be absolutely met and

further adherence to such schedules are the responsibility of the Official once he/she has received such information from GSNZ.

2.3 Deviation from the tour is only permitted with the express approval of the Chief Executive Officer or his / her nominee and will only be given on terms that all costs incurred shall be the responsibility of the Official.

2.4 Unless the GSNZ Chief Executive Officer has, in his / her sole discretion, approved payment deferment, the Official shall pay his/her account for the tour in sufficient time to enable clearance of any cheques prior to the departure date. If an account has not been paid ten (10) days prior to the departure date, the Chief Executive Officer may authorise removal of the Official from the tour.

3. PRE – TOUR REQUIREMENTS

3.1 The Official will:

- (a) undertake any duties that are a condition of selection;
- (b) return information forms, deposits (if requested) and payment to GSNZ by the stated date to enable organisation requirements to be met;
- (c) disclose forthwith to GSNZ any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour;
- (d) be responsible for complying with the responsibilities of the official position in accordance with the Overseas Tour Regulations.

4. OFFICIAL'S WARRANTIES

4.1 The Official warrants that he / she:

- (a) Is an Individual member of GSNZ;
- (b) Has not participated in any gymnsport related event or activity outside of New Zealand without the consent of GSNZ and the FIG affiliated federation concerned;
- (c) Has not participated in any gymnsport related competition or activity that is not sanctioned by FIG or GSNZ;
- (d) Has not participated in any gymnsport related events or activities organised by non-recognised organisations. Recognised organisations include Aerobic Gymnastics IAF and ANAC, but do not include FISAF or any affiliates of FISAF (e.g. NZCAF in New Zealand).

4.2 Where the Official is a Judge he / she also warrants that he / she has New Zealand nationality or has received nationality dispensation from the Chief Executive Officer;

4.3 In the event it is discovered that any of the warranties given by the Official under clause 4.1 or 4.2 above are untrue, GSNZ may:

- (a) treat the breach of warranty as misconduct and the GSNZ Code of Conduct will apply;
- (b) terminate this agreement without notice;
- (c) suspend or exclude the Official from competition;
- (d) send the Judge home.

5. APPEARANCE WHILST ON TOUR

5.1 The Official will meet prescribed Regulations of GSNZ and the Head of Delegation including travel uniform, training uniform, competition uniform, casual and/or formal uniform, personal appearance including appearance of clothing, the wearing of emblems/logos/advertising and carrying of uniform bags/backpacks.

5.2 The travel uniform will be as determined appropriate for the particular tour and all tour members will dress in a similar fashion as prescribed and called upon to do so by GSNZ.

5.3 Violation of team uniform or travel dress code is deemed to be misconduct under the GSNZ Code of Conduct and may result in dismissal from the tour.

6. BEHAVIOUR WHILST ON TOUR

6.1 Whilst on tour the Official shall:

- (a) be responsible for complying with the responsibilities of the official position in accordance with the Overseas Tour Regulations.
- (b) remain under the control, management and direction of the Head of Delegation, or any person appointed by that official, and to comply with all orders given by the Manager, or any person so appointed and/or the Head of Delegation;
- (c) act in a responsible and moral manner at all times taking into consideration the age and gender of the Tour Members and the social responsibilities related to delegated guardianship of minors.
- (d) conduct him or herself in a proper manner to the absolute satisfaction of the Head of Delegation;
- (e) participate in all required training sessions as directed by the Head of Delegation;
- (f) train and/or prepare for maximum performance;
- (g) disclose forthwith to the Head of Delegation any physical or mental illness and/or injury or any other factor that may prejudice his/her proper participation or performance on the tour.
- (h) return to New Zealand if so directed by the Head of Delegation if, in the opinion of the Manager after such consultation as the Manager

considers necessary, the Official is unable to perform to the best of his/her ability through illness and/or injury or misconduct;

(i) represent GSNZ and New Zealand with all the good qualities of citizenship and sportsmanship;

(j) neither take nor use drugs or stimulants, administer or attempt to administer a prohibited substance or prohibited method to any gymnast, or assist, encourage, aid or abet any covering up or any other type of complicity involving an anti-doping rule violation or attempted violation;

(k) be familiar and comply with IOC, WADA, FIG and NZDSA Drugs in Sport Regulations;

(l) carry all necessary personal effects for performance;

(m) travel with the tour group unless arrangements have been made and sanctioned by the Chief Executive Officer prior to departure from New Zealand;

(n) acknowledge that, to fund the overseas tour, the GSNZ may have entered into agreements of commercial sponsorship and the provision of supplies, and agree to assist and co-operate with the GSNZ and its sponsors and suppliers so that such sponsors and suppliers may maximise their promotional benefit;

(o) stay with the tour group for the period determined by GSNZ;

(p) attend any and all formal and informal social events where the Head of Delegation prescribes;

6.2 Personal behaviour of the Official (including actions between tour members, international officials, hosts involved and other persons, i.e. hotel clerks etc.) shall at all times be conducted in the best interests of the GSNZ programme and image.

6.3 Complaints of any kind must be made to the Tour Manager and/or the Head of Delegation;

7. ACCOMPANYING FAMILY MEMBERS

7.1 The Official is responsible for the behaviour of any accompanying family members.

7.2 Should any family member intend to travel to the tour destination at the same time as the tour, they shall form no part of the tour group, and have no entitlement to any official tour invitation, functions and privileges.

7.3 Should any family member intend to travel to the tour destination at the same time as the tour, subject to Clause 7.2, they shall advise the GSNZ Chief Executive Officer prior to tour departure.

7.4 The Official shall not be granted any privilege not open to other tour members by reason of a family member being present and if in the opinion of

the Tour Manager the presence of a family member will be detrimental to the Official's performance or to tour group harmony, the Head of Delegation has the power to set conditions as he/she may think fit and the Official shall ensure the family members shall abide by those requirements.

8. MISCONDUCT

8.1 The Official acknowledges that a breach of any rules applying to any competition held as part of the lead-up to or during the tour represents misconduct under the GSNZ Code of Conduct and may result in suspension of the Official from competition.

8.2 During the Tour the Head of Delegation (or his/her assistant under delegated authority) or Chief Executive Officer may make rules pertaining to the Tour to enable its smooth running.

8.3 Subject to clause 20 of the Overseas Tour Regulations, if the Official breaches:

- (a) any rule notified to the Official under clause 8.2;
- (b) this Tour Agreement;
- (c) the GSNZ Code of Conduct;

the Head of Delegation may terminate the Official's participation on the tour, send the Official home immediately, and/or exclude the Official from the competition.

8.4 The Official agrees that any additional costs, including the cost of any return travel, resulting from his/her dismissal from the tour group will be at his/her personal expense.

SIGNED _____

NAME _____

DATE _____