

# **ATHLETE AGREEMENT**

## **YACHTING ASSOCIATION OF INDIA NATIONAL SQUAD**

(To be read and signed by parent/guardian when applicable)

### **BACKGROUND**

1. This agreement is entered into between Yachting Association of India (YAI) and \_\_\_\_\_ (the Athlete), an athlete member of YAI.
2. This agreement shall be in force until such time as the athlete leaves the program. The purpose of this agreement is to set forth the basic opportunities, benefits, and obligations between YAI and the Athlete where he/she is participating in the YAI National Squad program.

### **DEFINITIONS**

**Anti-Doping Code** means the policy outlining the use of drugs in sport  
**IOA** means Indian Olympic Association  
**OCA** means Olympic Council of Asia  
**ASAF** means Asian Sailing Federation  
**NADA** means National Anti-Doping Agency  
**MoYAS** means Ministry of Youth Affairs & Sports  
**Athlete** means Sailor, Squad member to which this agreement applies to.  
**ISAF** means International Sailing Federation  
**WADA** means World Anti Doping Agency  
**YAI** means Yachting Association of India

### **OBLIGATION**

#### **3. YAI OBLIGATIONS**

- (a) To uphold all terms of this agreement;
- (b) To uphold all terms set out in the YAI National Squad Policy;
- (c) To maintain clear and effective lines of communication with athletes; and
- (d) To uphold all values of good Governance and Management.

#### **4. ATHLETE OBLIGATIONS**

- (a) The Athlete, by signing this document, agrees to abide by the Yachting Association of India (YAI) Athlete Code of Conduct, the YAI Anti-Doping Policy and the Essence of Principles of fairness, respect, responsibility and safety for the term of the Agreement;
- (b) The terms of this agreement; and
- (c) The terms of the Yachting Association of India National Squad Policy.

### **YAI ATHLETE CODE OF CONDUCT:**

5. Competitors are expected to comply with the Basic Principle outlined in the Racing Rules of Sailing.
6. As a competitor you shall:
  - (a) Be tolerant of other users of the waterways and surrounding environs.
  - (b) Respect the rights, dignity and worth of all participants regardless of their gender, ability, cultural background or religion.
  - (c) Control your temper. Verbal abuse of officials and sledging other sailors/boating participant, deliberately distracting or provoking an opponent are not acceptable or permitted behavior.
  - (d) Never argue with an official.

- (e) Abide by the ISAF, IOA, ASAF and NADA Anti-Doping Code.
- (f) Cooperate with your fellow sailors/boating participants, without them there would be no competition.
- (g) Be a good sport. Applaud your opponents when they get one up on you.
- (h) Treat all participants as you like to be treated. Do not bully or try to take an unfair advantage of another competitor.
- (i) Work equally hard for yourself and/or your crew. Your boat's performance will benefit and so will you.
- (j) Participate for your own enjoyment and benefit not just to please others.
- (k) Not abuse any other member of the squad.

7. The Athlete agrees to:

- (a) Be a current member in good standing of YAI or its affiliated members;
- (b) Abide by all provisions of the YAI Constitution and Bylaws; and
- (c) Remain eligible to compete under IOC and IOA standards.

### **BANNED SUBSTANCES AND DRUG TESTING**

8. The Athlete will remain in compliance with International Sailing Federation (ISAF), Ministry of Youth Affairs & Sports (MoYAS), International Olympic Committee (IOC), the World Anti Doping Agency (WADA), the India Olympic Association (IOA), the National Anti-Doping Agency (NADA), and YAI anti-doping policies. The athlete will not use any chemicals, drugs, other substances, or procedures banned by the ISAF, ASAF, IOC, WADA, NADA, or YAI.

### **CONDUCT**

9. The Athlete acknowledges that she/he frequently functions as a representative of YAI. The Athlete agrees that, due to this stature, she/he will exhibit, in word and in deed, a positive image on behalf of these entities named above. The Athlete agrees to conduct his/her public affairs in a manner that reflects cooperation and respect for other athletes, coaches, staff members, volunteers, sponsors, event organizers, officials, the media, and all others associated in any way with the yachting community, and YAI.

10. The Athlete agrees to uphold the specific codes of conduct whenever he is present as a guest or competitor at camps, training centers, and competitions.

### **PROMOTIONS, SPONSORSHIP, AND MARKETING**

11. The Athlete agrees to participate in YAI sponsored media events, interviews, and other activities both during and out of both practice and competition, which serve to enhance the individual Athlete's public recognition, YAI, and enhance public awareness of and support for the sport.

### **MEDICAL ATTENTION**

12. The athlete hereby consents to YAI provision to medical staff to ensure the participant is suitably fit and healthy to partake in such standard of activities as required to while training and competing as a member of the YAI National Squad.

### **WAIVER AND RELEASE**

13. The Athlete is fully aware, and appreciates the risks as well as other damages and losses, associated with participation in sailing. The Athlete agrees that YAI, its sponsors, suppliers, employees, agents, volunteers, local organizing committees, officers, and directors are not liable for any such loss or damage.

## ADDITIONAL TERMS OF THE AGREEMENT

### EFFECTIVE DATES

14. This Agreement is effective from its signing through until resignation/ expulsion from the squad/ national training program. This Agreement may be terminated at any time by the Athlete's decision to retire from the National squad or training program, or by YAI's decision to discharge the Athlete from the team for reasons detailed below. The Athlete agrees to notify YAI in writing of her/his retirement. Nothing in this agreement is intended to create an employment relationship between YAI and the Athlete.

### SANCTIONS

15. YAI may respond to the failure of the Athlete to meet her / his obligations under this Agreement by terminating the Agreement (thereby discharging the Athlete from the National Squad) or by other appropriate sanctions.

### REMOVAL OF AN ATHLETE FROM THE SQUAD

16. If an Athlete demonstrates repeated qualities of bad attitude and/or performance, there will be a three step counseling process between YAI and the athlete as follows:

- (a) **Step 1.** There will be a verbal discussion between the Chief National Coach and the athlete relating to the poor practices and required procedures to amend such practices.
- (b) **Step 2.** There will be a sit down meeting between the Chief National Coach and the athlete where the poor practices will be discussed and required procedures to amend poor practices will be documented and acknowledged by both parties and signed. The agreed terms from Step1 will be reviewed and a new agreement will be formed and documented, acknowledged by both parties and signed.
- (c) **Step 3.** There will be a sit down meeting between YAI Squad Selection Committee and the athlete where the continued poor practices will be discussed. The committee will then decide on the next step.

**Note: All three steps are to be documented**

17. The counseling process will be acknowledged by the athlete and coach and will be recorded on paper with both parties agreeing to the process and subsequent actions.

18. In the event of expulsion there will be no process of appeal.

19. **Reasons for Removal.** An athlete can be removed from the National Squad for, but not limited to, the following reasons:

- (a) Medical fitness grounds.
- (b) Mutual agreement between YAI and the athlete.
- (c) For unacceptable behavior in violation of this Agreement or any other YAI rules and regulations, the Athlete may be removed from the squad.
- (d) The athlete may be removed due to action from or on behalf of their parents. Parents are reminded that this is for the benefit of the athletes in the team and that they too have roles and responsibilities.
- (e) Performance below the laid down stipulated requirement.

**DISPUTE RESOLUTION**

20. All disputes arising out of or connected with this Agreement are subject to review through the grievance procedure set forth in YAI and YAI Member Policy.

21. This Agreement is governed by the Indian law.

**YAI NATIONAL SQUAD ATHLETE AGREEMENT**

By completing and signing of this form you hereby acknowledge and agree to all terms and conditions set out in the agreement. The athlete and the parent/ guardian also acknowledge and accept responsibility to behave in a manner appropriate to the YAI athlete agreement.

**Athlete**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Member of YAI affiliated Club \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Name - Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Parent/Guardian (if under 18years of age)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

