



**Athlete Agreement  
2021 - 2022**

**ATHLETE AGREEMENT**

**BETWEEN** **DIVING NEW ZEALAND INC** an incorporated society under the Incorporated Societies Act 1908 (“DNZ”)

**A N D** \_\_\_\_\_ (“the Diver”)

**DATE:** \_\_\_\_\_

## **BACKGROUND**

- A** DNZ is the National Sporting Organisation for the sport of Springboard and Platform Diving in New Zealand.
- B** From time to time, DNZ nominates and/or, selects and manages development and national squads and teams of divers to train for and to compete in diving competitions both in New Zealand and overseas, as a member of a DNZ or New Zealand Diving Team (e.g. to compete in a FINA event) or as a member of a New Zealand National Team (e.g. to compete at a Commonwealth or an Olympic Games).
- C** To ensure that divers abide by all DNZ’s rules, regulations, policies and procedures, as may be in force from time to time, and meet DNZ’s expectations, all divers selected for any squad or any team identified in paragraph B above must sign a DNZ Athlete Agreement (“Agreement”).

## **IT IS AGREED:**

### **1 TERM**

This Agreement is effective from 1 October 2021 through to 31 December 2022 (the “expiry date”).

### **2 DIVER’S UNDERTAKING**

#### **2.1 The Diver:**

- 2.1.1** Confirms that they are a current financial member of DNZ, and that they shall remain so during the term of this Agreement;
- 2.1.2** Confirms that under current DNZ rules and regulations they are eligible or will be eligible prior to the relevant applicable

date for nomination and/or selection as a member of the applicable squad or team;

2.1.3 Agrees to adhere to all applicable FINA and DNZ rules and regulations, as may from time to time be in force. This includes, but is not limited to:

2.1.3.1 DNZ Code of Conduct

2.1.3.2. DNZ Member Protection Policy

2.1.3.3. DNZ Social Media Policy

DNZ Even Health & Safety Policies

2.1.4 Undertakes to conduct themselves in a sportsman-like manner and respect fellow athletes, coaches, managers, staff, officials and the achievement of opponents, and not do anything, or omit to do anything which brings DNZ, the sport of diving, or the squad or team for which they have been nominated or selected, into disrepute; and

2.1.5 Agrees and undertakes to comply with the terms of this Agreement and all reasonable requests and instructions as may be given from time to time by DNZ or its authorised representative.

2.2 The Diver agrees:

2.2.1 To comply with all DNZ squad/team membership criteria or requirements as may be prescribed by DNZ;

2.2.2 To participate in each of the New Zealand Championship Meetings (as defined in Rule 4 of the [Diving New Zealand Rules](#)) applicable to the diver, open or junior depending on age category; in the North Island Championships (if a member of a North Island club) or the South Island Championships (if a member of a South Island club), and in squad/team/camps/tours/competitions or other event within New Zealand or overseas, for which they have been nominated and/or selected by DNZ, (together called “events” in this Agreement) unless excused by the Board of DNZ or its authorised representative;

- 2.2.3 To obtain the prior approval of DNZ to compete in any event whether overseas or in New Zealand (other than a competition organised and held by any Club affiliated to DNZ), and if granted, to comply with any requirements stipulated by DNZ;
- 2.2.4 Where events require the payment of a deposit or other payment, to pay such deposit or payment, or to reimburse DNZ for any such payment incurred by DNZ, as the case may be, by the date specified by DNZ;
- 2.2.5 When competing at any DNZ event or at an event hosted by a Club affiliated to DNZ, to wear their Club team uniforms, including swimwear, casual wear and official uniform;
- 2.2.6 When a member of a DNZ squad or team, to wear such team uniforms, including swimwear, casual wear and official uniform, as may be prescribed by DNZ;
- 2.2.7 To comply with all travel and accommodation arrangements made or directed by DNZ;
- 2.2.8 To comply with training, competition, curfew and behaviour requirements prescribed by DNZ, while attending any events;
- 2.2.9 Not to possess, consume, administer or purchase tobacco, alcohol or any prohibited substances while attending events;
- 2.2.10 To take responsibility for all personal effects and to meet any excess baggage charges levied by any carrier; and
- 2.2.11 To complete and return to DNZ in a timely manner all DNZ administrative forms and documentation required by DNZ for the efficient organisation of any events

### **3 OBLIGATIONS OF DNZ**

#### 3.1 DNZ agrees:

- 3.1.1 To select the squads/team for events in accordance with DNZ's nomination and selection standards/criteria, as may be determined and promulgated from time to time;
- 3.1.2 To appoint the manager and all other DNZ officials, as may be appropriate, to attend and represent DNZ at events;
- 3.1.3 To obtain relevant information from the Diver and complete their entry requirements for events, as appropriate;
- 3.1.4 Unless otherwise agreed with the Diver, to determine and arrange (at the Diver's expense):
  - 3.1.4.1 All accommodation for the Diver at events; and
  - 3.1.4.2 Travel and such other insurances for the Diver to cover periods of attendance at any international event, the details of which will be supplied to the Diver prior to their departing New Zealand for attendance at such event.

### **4 PERSONAL INFORMATION**

#### 4.1 The Diver consents to and authorises DNZ:

- 4.1.1 To collect, store and retain such of their personal - information (as defined by the Privacy Act 1993) as may be required by DNZ for the administration of the sport of diving in New Zealand and overseas; and
- 4.1.2 To access, use, disclose or distribute such of their personal information to DrugFree Sport NZ, Sport New Zealand, High Performance Sport New 5 Zealand, FINA, WADA, NZOC, IOC, their authorised agents, and such other agencies or persons as may be necessary for the administration of the sport of diving in New Zealand and overseas.

4.2 The Diver acknowledges that they have the right to have access to their personal information held by DNZ and that they may correct such personal information held by DNZ.

## **5 MEDICAL AND DOPING REQUIREMENTS**

### 5.1 The Diver agrees:

- 5.1.1 To comply with the IOC, NZOC, FINA, DNZ, WADA and DrugFree Sport NZ anti-doping rules;
- 5.1.2 To complete a Declaration of Drug Use form, if and as required;
- 5.1.3 To supply, if and as required, a medical certificate to DNZ outlining all medication prescribed for the Diver;
- 5.1.4 To give consent to DNZ to contact their medical practitioner for further medical information as may in DNZ's view be necessary to ensure that the Diver is able to travel/compete as a squad/team member;
- 5.1.5 To advise DNZ, as soon as reasonably practicable, of any injury or illness which may affect their performance; and
- 5.1.6 To seek medical advice and accept medical intervention to treat their injury or illness, as the case may be.

## **6 SPONSORSHIP AND FUNDING OBLIGATIONS**

From time to time, funding may be available to enable DNZ to provide financial assistance to divers attending events. The Diver acknowledges and agrees that in any such assistance shall be at the sole discretion of the Board of DNZ.

### 6.1 Where financial assistance is provided to the Diver, the Diver:

- 6.1.1 Agrees to use all personal grants provided by or through DNZ for diving related expenses only;
- 6.1.2 Agrees to provide to DNZ a report detailing the use of all funds if and as required by DNZ;
- 6.1.3 Acknowledges that DNZ has and reserves the right at any time, to enter into exclusive commercial agreements for the benefit of DNZ;

- 6.1.4 Agrees to assist and co-operate with DNZ and its sponsors, supporters and funding providers in advertising, promotion and marketing DNZ and the sport of diving (DNZ recognises that in doing so the Diver shall bear no personal expense);
- 6.1.5 Agrees not to enter into any personal agreement (sponsorship, advertisement, merchandising, editorial, endorsement) which suggests an association between DNZ and the personal sponsor;
- 6.1.6 Agrees not to enter into any personal sponsorship that may conflict with DNZ sponsorship and/or funding agreements, and not to appear or participate in any advertising promotion, or marketing for businesses which conflicts with DNZ sponsors, supporters or funding providers;
- 6.1.7 Agrees not to use the DNZ name and/or logos in any advertising, promotion or marketing for businesses and/or organisations which conflict with Diving New Zealand's sponsors, supporters or funders, without the prior written consent of DNZ, such consent not to be unreasonably withheld by DNZ; and
- 6.1.8 Agrees not to seek personal sponsorship funding assistance or product from DNZ sponsors, supporters or funders in addition to that which is received directly through DNZ.

## **7 MEDIA (including Social Media)**

- 7.1 Subject to this clause 7, during the term of this Agreement the Diver may make public comment or communicate with the Media regarding their own personal performance in training or competition. The Diver:
  - 7.1.1 Agrees not to make or endorse any public statement having, or designed to have a negative effect on the interest of fellow team members, DNZ, the event being held or the Team or Team members (including officials);
  - 7.1.2 Agrees, for the duration of any event, not to have or make any arrangements, or carry out any arrangements for:
    - 7.1.2.1 exclusive Media interviews;

- 7.1.2.2 being or acting as a journalist or in any other Media capacity;
- 7.1.2.3 offering any public or Media comment or permitting their name to be used in any article or comment in the Media; or
- 7.1.2.4 any interview for payment or other reward, without the prior consent of the Board of DNZ or its authorised representative.

7.2 The Diver agrees and acknowledges that the spokesperson on any matters concerning the Team at any event is the Team Manager or such person authorised by the Team Manager.

## **8 EXCLUSION OF LIABILITY AND INDEMNITY**

8.1 The Diver:

- 8.1.1 Acknowledges that DNZ is not responsible or liable for any injury, illness or other mishap that may be suffered by the Diver or the Diver's property;
- 8.1.2 Agrees to indemnify DNZ and keep DNZ indemnified against all actions, claims, proceedings, costs or expenses which may be made or taken against DNZ as a result of the performance of the Diver's obligations under this Agreement or otherwise arising from the Diver's actions, including any liability arising out of the Diver's omissions;
- 8.1.3 Without limiting the generality of clause 8.1.2, agrees to indemnify DNZ and keep DNZ indemnified against all actions, claims, proceedings, costs or expenses which may be made or taken against DNZ as a result of a doping infraction (as defined under the WADA, IOC, NZOC, FINA, DrugFree Sport NZ or any DNZ doping rules) or any other act or omission by the Diver giving rise to disciplinary proceedings.



## **9 SUSPENSION AND TERMINATION**

- 9.1 The Diver acknowledges and agrees that this Agreement may be terminated prior to the expiry date:
- 9.1.1 By agreement between the Diver and DNZ;
  - 9.1.2 By written notice by DNZ to the Diver if at any time the Diver:
    - 9.1.2.1. fails to comply with any obligations under this Agreement;
    - 9.1.2.2. engages in any conduct or activity, or has engaged in conduct or activities prior to selection to the Squad or Team (whether or not publicly known) which in the sole discretion of DNZ has, will, or is likely to bring DNZ, the Diver, the sport of diving, any Sponsor, the Squad, the Team or FINA into disrepute,
- 9.2 If this Agreement is terminated under clause 9.1, the Diver will automatically be withdrawn from the Squad and, if selected for a Team, withdrawn from the Team and be required to leave the event and to return immediately to the Diver's place of permanent residence. The Diver agrees to reimburse DNZ for any additional costs associated with their return to their place of permanent residence.
- 9.3 If this Agreement is terminated under clause 9.1.2, disciplinary action may also be taken against the Diver by DNZ or by the Diver's Club under the applicable constitution and rules.
- 9.4 The Diver agrees that DNZ may suspend the Diver from a Squad/Team or an event while carrying out an investigation of an alleged breach of this Agreement by the Diver.
- 9.5 Nothing in this clause shall limit any further action that may be taken in respect of an alleged doping infraction by the Diver under the applicable doping regulations.

## 10 GENERAL

### 10.1 The Diver agrees:

- 10.1.1 That DNZ's rights under this Agreement will not be prejudiced or restricted by any indulgence or forbearance extended to the other party and that no waiver by DNZ concerning any breach by the Diver will operate as a waiver concerning any subsequent breach;
- 10.1.2 That if any term, condition or proviso in this Agreement is invalid or unenforceable, that term condition or proviso will be severable, will be deemed to be deleted from this Agreement and will not affect the validity or enforceability of other terms, conditions or provisos in this Agreement;
- 10.1.3 That this Agreement may not be modified, varied, altered or amended except by an instrument in writing signed by DNZ and the Diver (and countersigned by the Diver's parent/guardian if the Diver is under 18 years of age);
- 10.1.4 That this Agreement, together with its Schedule, constitutes the entire agreement between DNZ and the Diver concerning this Agreement's subject matter and supersedes any prior agreements, understandings and communications whether oral or written between the parties;
- 10.1.5 That this Agreement is governed by and construed according to the laws of New Zealand law and submits to the jurisdiction of the New Zealand courts.

In executing this Agreement, I \_\_\_\_\_,  
acknowledge and agree that:

(a) I have read and understood the provisions of this Agreement (including the Schedule to this Agreement).

(b) I have been advised that I am entitled to seek independent advice regarding the terms and conditions of this Agreement and have been given a reasonable opportunity to seek that advice.

(c) I accept the terms and conditions of this Agreement and agree to be bound by this Agreement.

***\* This signature must be countersigned by the Diver's parent/guardian if the Diver is under 18 years of age.***

\*SIGNED by the Diver ) \_\_\_\_\_

Parent/Guardian Signature ) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

in the presence of:

Witness: \_\_\_\_\_

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

SIGNED for and on behalf of )  
**DIVING NEW ZEALAND INC** )  
\_\_\_\_\_ )

Chairman / Administrative Support

[delete as appropriate]

in the presence of:

Witness: \_\_\_\_\_

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

## **SCHEDULE BEHAVIOUR PROTOCOL**

The Manager\* appointed by DNZ is responsible for the management of all athletes and officials within a DNZ Squad/Team. This Protocol prescribes the standard of behaviour expected of all Squad/Team Members.

### **Attitude**

- always aim to dive to the very best of their ability
- support fellow Squad/Team Members at all times
- cheer the performance of all divers where possible
- do everything possible to remain healthy – eat healthy food, drink lots of water and get lots of sleep
- immediately report any injury, pain or sickness leave all rooms, eating areas, competition venues, transport etc in a similar or even better condition than they were when you entered them

### **Behaviour**

- comply with all requests and directions given by the Squad/Team Manager
- act in a respectful manner towards all officials and divers
- be polite and courteous to all members of the public behave with dignity and decorum at all times, especially when in team uniform
- be on time for all meetings, departures, meals and other team activities
- make sure that the Squad/Team Manager knows of your whereabouts at all times
- respect the property of others
- ***At all times, act in a way that makes your DNZ, your Team Members and your parents proud of you.***

### **Uniform**

- wear the uniform as directed by the Squad/Team Manager
- ensure your uniform is clean and tidy at all times

### **Team Accommodation**

- respect the privacy and comfort of your fellow Team Members and other residents of the Squad/Team accommodation
- do not allow any person, other than a fellow team member, to be in your allocated room

### **Curfew**

- adhere at all times to any curfew in relation to being in your room and lights out set by the Squad/Team Manager
  - \* ***includes the person appointed to co-ordinate/administer any squad***