

**ARCHERY NZ (Inc)**

**TEAM MEMBER AGREEMENT**

**AND**

**CODE OF CONDUCT**

**2019 – 2020**

Your selection as part of an Archery NZ Team is conditional on you agreeing, signing and returning this Agreement within the timeframes set out in the Selection Policy & Criteria or as requested by Archery NZ and observing all the terms and conditions detailed in this document from the time of signing until the conclusion of 2020.

## 1. DEFINITIONS

In this document the words and phrases below have the following meanings:

- Athlete - means an archer registered with Archery New Zealand (Incorporated)
- Archery NZ – means Archery New Zealand (Incorporated)
- Board - means the Board of Archery NZ
- Bring the sport into Disrepute - In this Agreement the term “Bring the sport into Disrepute” means – To act in a manner that would lead to the dishonour or discredit of Archery NZ, the team or squad or associated officials or to affect the performance of yourself or a fellow team or squad member.
- Coach - means those person/s appointed by Archery NZ as Coach or Coaches of a Team.
- Constitution - means the Constitution of Archery NZ
- Controversy – means a state of prolonged public dispute or debate
- Code of Conduct - means the Code of Conduct detailed in this Agreement and detailed in the Archery NZ Member Protection Policy
- Copyright – means the Intellectual Property (including but not limited to - printed and published material, events, activities, awards, logos, identity or images) of Archery NZ and World Archery
- Disrepute – means to bring onto the sport, the organisation, individual/s or oneself, damage or loss of reputation, discredit, dishonour, shame of good reputation and name within the sporting or general community
- DFSNZ – means Drug Free Sport NZ
- Equipment – means team members personal sporting equipment.
- Eligibility Criteria – means the performance standards, administrative requirements and personal standards set by Archery NZ, World Archery or any other controlling organisation
- Event - means the competition/s for which an individual or team is selected, any training camps or lead up events and associated travel
- Identity - means your likeness, name, voice, signature, reputation, nicknames, media tags, photographs or caricatures or cartoons or anything else that identifies you
- Member - means a fully paid up member of Archery NZ
- Member Protection Policy – means the Member Protection Policy published and available of the Archery NZ website [www.archerynz.co.nz](http://www.archerynz.co.nz)
- National Anti-Doping Organisation – means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, the conduct of hearings, at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country’s National Olympic Committee or its designee.
- Team Official – means any person elected or appointed to any position with an Archery NZ (Inc) Team.



- Rules – means the Rules of Archery approved by the Board of Archery NZ or issued by World Archery.
- Team – means any team of athletes, coach/es, manager/s, officials or appointed support staff.
- Team Manager – means the person appointed by Archery NZ to have overall management and responsibility of the Team.
- Team Uniform – means the official uniform of Archery NZ for the event.
- Training Camp – means a training camp organised by Archery NZ from time to time for the team.
- WA - means World Archery.
- WADA – mean World Anti-Doping Agency
- You – means the Team Member whose name appears on the first page of this Agreement and having signed and submitted Schedule 1. Your and yourself - have the same meaning.

**This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_**

**Between:** Archery NZ

**And**

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

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

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

\_\_\_\_\_ accepts the opportunity to represent Archery NZ and agrees to be bound by the terms and conditions of this Agreement.

## 2. INTRODUCTION

- 2.1 This document has been put into place to ensure that all athletes and team officials representing Archery NZ are fully aware of the conditions of selection or appointment and agree to conduct themselves in a manner that sets a positive public image for Archery NZ, the sport of Archery, the team and the athletes own personal profile within New Zealand and overseas by establishing standards of performance and code of conduct for all team members.
- 2.2 Please carefully read this Agreement to understand the document and the consequences flowing from any breach of its terms and conditions. If you do not understand the agreement or part thereof, we recommend you seek advice or clarification. If you change or alter any part of this Agreement you may forfeit selection as part of the Archery NZ Team.
- 2.3 Complete and sign Schedule 1, which requires you to acknowledge your agreement and acceptance of the Agreement. Sign, where indicated in the presence of a witness above 18 years of age. The witness must sign the Agreement where indicated.
- 2.4 If you are under 18 years of age your parents or legal guardian should also execute the Parent/Guardian consent set out in Schedule 2.
- 2.5 You should retain a copy of this Agreement for your records. By making an official application for consideration for selection into the team you have agreed to adhere to the Archery NZ Team Member Agreement and Code of Conduct and the Archery NZ Member Protection Policy and accept any penalties imposed following a breach.
- 2.6 This Agreement commences on the date at which Archery NZ receives a signed copy of this Agreement from you, referred to as the "Commencement Date" and ends at the conclusion of 2020.
- 2.7 Send the signed Agreement to: [selectionpanel@archerynz.co.nz](mailto:selectionpanel@archerynz.co.nz)

## 3. TERMINATION BY ARCHERY NEW ZEALAND

I acknowledge:

- 3.1 That if I do not comply with the Team Member Code of Conduct or the undertakings given by me in this agreement, or if any declaration I have made is not true, or in the event of any breach of discipline or misbehaviour by me, my representative status may be terminated immediately;
- 3.2 That should I refuse to undergo drug testing, be suspended by Archery NZ, or fail a drug test/produce a positive drug test, my representative status will be terminated immediately;
- 3.3 That should I fail to sign this agreement or breach any of Archery NZ's policies, my representative status could be terminated.

#### **4. CONDITIONS OF TEAM MEMBERSHIP**

- 4.1. You acknowledge that your selection for, and continued membership of the Team, is at the discretion of Archery NZ and conditional upon:
- 4.1.1. You signing and returning to Archery NZ this document and the cover page of this Agreement and the form set out in Schedule 1;
  - 4.1.2. Your parents or legal guardians, if you are under 18 years of age, must also sign and return to Archery NZ the form set out in Schedule 2;
  - 4.1.3. You have not at any time been convicted of, or charged with, any serious offence involving alcohol or drugs, violence, or any sex offence which is punishable by imprisonment, unless you have previously disclosed the offence in writing to Archery NZ and Archery NZ has consented in writing to you being available for selection in the Team;
  - 4.1.4. You have not at any time been engaged in conduct which is or is not publicly known to have breached this Agreement or the Archery NZ Member Protection Policy and would be likely to bring you, Archery NZ, the Team or the sport of Archery into disrepute or controversy, unless you have previously disclosed the offence in writing to Archery NZ and Archery NZ has consented in writing to you being available for selection in the Team;
  - 4.1.5. You have satisfied the eligibility criteria for selection for the Team and being selected for the same.
- 4.2. You acknowledge that if you fail to comply with Clause 4.1, Archery NZ may terminate your membership of the Team.

#### **5. YOUR GENERAL OBLIGATIONS AS AN ATHLETE**

- 5.1. You will depart from and return to New Zealand or your country of residence to participate in the competition(s) at such times and by such means of transport as mutually agreed upon by Archery NZ, the Team Manager or Coach & yourself. In the case of any dispute the decision of Archery NZ will be final.
- 5.2. From the time the team assembles at the location set by Archery NZ, to the date and location set by Archery NZ at the conclusion of the event, you will remain under the control and management of Archery NZ. You will comply with all reasonable requests of Archery NZ through the Team Manager/Coach or Team Captain during that period. In particular, you will:
- 5.2.1. Participate in all events as directed by the Team Manager or Coach; and
  - 5.2.2. Wear the appropriate official uniform at all official ceremonies, presentations, official practice, during competition and at other times as directed by the Team Manager or Coach; and
  - 5.2.3. Avoid making any public statement or supplying any material, photographs, information or comment to any member of the press, radio, television or other media without the prior consent of the Team Manager; and



- 5.2.4. Undergo any medical or other examination as directed by the Team Manager or Coach for the purpose of verifying eligibility to participate in the competition; and;
- 5.2.5. Undergo any drug test, medical or other examination as required by the rules of World Archery, IOC, NZOC or DFSNZ for the purpose of verifying that no illegal substances have been used either before or during the competition; and
- 5.2.6. Sign any documents required by World Archery or IOC verifying that no illegal substances have been used either before or during the competition;
- 5.2.7. Not do and say anything that may bring the sport of archery and/or the Archery NZ into disrepute.

## 6. BEHAVIORS OF AN ATHLETE

The following is a guide to the professional standards required from each athlete representing Archery NZ.

### 6.1. Expected behaviours are:

- Pride in representing Archery NZ
- Positive attitude
- Selflessness
- Responsible for other team members
- Individual responsibility for your own performance
- Support for other team members
- Respect
- Honesty
- Excellence
- Sportsmanship

### 6.2. Unacceptable behaviours are:

- Not giving 100%
- Dishonesty
- Disrespect of fellow athletes, coaches, managers, team officials, Archery NZ, World Archery or event officials
- Breaching this team agreement
- Undermining or affecting the performance of fellow athletes (no matter which country/club they are representing)
- Un-sportsman like behaviour

### 6.3. You and the team will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed:

- Fairness
- Maturity
- Personal Integrity
- Commitment in achieving the best performance possible
- Commitment to Archery NZ

## 7. TEAM MANAGEMENT AND/OR COACHES BEHAVIOURS

7.1. The team management and/or coaches will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed:

- Fairness – treat all team members equally
- Maturity – lead by example
- Personal integrity
- Effective organisation and communication with the team members
- Support for ALL Team members from the time the Team is announced and the arrival of the Team back in New Zealand or their country of residence or by a date mutually agreed to with Archery NZ
- Remaining at the event venue while ANY team members compete (unless in an emergency)
- Commitment to Archery NZ
- Provide regular updates for publication on the website and social media
- Provide a written report for the editor of The New Zealand Archer magazine
- Provide a written report for the Board of Archery NZ within 10 days of the conclusion of the event.

## 8. MEDICAL, INJURY OR ILLNESS

- 8.1. You acknowledge that if you have an existing medical condition or dietary requirement you must advise Archery NZ or the Team Manager, Coach or Team Official prior to team departure.
- 8.2. If, at any time prior to departing from New Zealand or your country of residence you suffer any injury or illness that might adversely affect your ability to compete or to complete your role as a member of the team, you will notify Archery NZ immediately and abide by the decision of Archery NZ as to whether or not you participate in the competition. There will be no liability whatsoever on the part of Archery NZ for any loss suffered by you as a result of the decision of Archery NZ.
- 8.3. If, at any time after departing from New Zealand or your country of residence, you suffer any injury or illness that might adversely affect your ability to compete or to complete your role as a member of the team, you will notify the Team Manager, Coach or Team Official immediately. You will abide by the decision of the Team Manager, Coach or Team Official as to whether you continue to participate, remain with the team but not participate, or return to New Zealand.

## 9. ALCOHOL

- 9.1. The Archery NZ Alcohol Policy applies to all Archery NZ Team members or potential Team members attending any training camps, domestic or international competitions and includes any times when the Team Member is wearing Archery NZ branded clothing.
- 9.1.1. All Team members who are under 18 years will not consume alcohol while a member of an Archery NZ Team at any training camps or any representative events.



- 9.1.2. If part of a Youth Team, ALL Team Members will comply with the non-consumption of alcohol regardless of age.
- 9.1.3. All Team members will always, act in accordance with the laws of New Zealand and other countries the team visits (e.g. age restrictions) regarding the consumption of alcohol.
- 9.1.4. All Team members will be expected, as a responsible team member, to reinforce responsible attitudes and behaviours regarding the consumption of alcohol amongst all Team members.
- 9.1.5. Team members of an appropriate age (regarding each country's law) that have been deemed acceptable to consume alcohol, may consume alcoholic drinks (at the Team member's personal cost) with dinner after the conclusion of the shooting of ALL Team members at the event.
- 9.1.6. All Team members are required to accept the direction of Team Officials if requested to stop consuming alcohol.

## **10. COMPETITION, EVENT, OFFICIAL PRACTICE AND TRAINING CAMPS**

- 10.1. You will follow the instructions issued by and at the discretion afforded to Team Officials when a member of a team.
- 10.2. You will attend all training / practice sessions unless previously arranged with Team Officials.
- 10.3. You acknowledge that in the lead up to and during competition you will not take part in activities that may cause or aggravate an injury or illness, which may prevent you from competing to the best of your abilities.
- 10.4. You agree to maintain appropriate personal hygiene for the duration of the event.
- 10.5. You may not participate in any archery competition, event, display, training or media activity, which is not authorised by Archery NZ or a Team Official.

## **11. MEDIA**

- 11.1. You agree not to make public comments about Archery NZ, Team Members or Team Officials without first gaining permission from Archery NZ or the Team Manager.
- 11.2. You agree to ensure that Archery NZ are made aware of any media or sponsor commitments.
- 11.3. You, unless requested by Archery NZ or the Team Manager to do so, will not make any comment to media or on social networking sites (Facebook, Twitter, Instagram, Snap Chat Forums etc – private or public groups) in relationship to any aspect of Archery NZ, Team Selection Criteria, team selection, the team, squad or any other athlete or official.
- 11.4. You are not restricted from commenting to the media on any aspect of your personal training or performance.



## 12. SOCIAL MEDIA/BLOGGING

- 12.1. For the purposes of this Clause 12 Social Media and a “blog” is a type of website, or a webpage on a website or social media platform, where entries are made (such as in a journal or diary), usually displayed in a reverse chronological order and includes without limitation websites such as MySpace, Facebook, Instagram and Twitter or public forums.
- 12.2. Team Members must only post Team Content on Social Media or a blog where they own all rights in relation to the content, and that content must be confined solely to the Team Member’s own personal Team-related experience.
- 12.3. Team Members should not disclose on Social Media or in a blog any information that is confidential or private in relation to any third party, including without limitation information which may compromise the security, staging and organisation of the Team activities, any other Team Member, or the privacy of any other Team Member.
- 12.4. Team Members posting on Social Media and blogs should always be dignified and in good taste, and not contain vulgar or obscene words or images.
- 12.5. Team Members are responsible for obtaining consent from any other persons appearing in any still or moving images posted on Social Media or a blog. Do not “tag” others without their permission.
- 12.6. Team Members acknowledge that Archery NZ is not liable for any content placed by a Team Member on Social Media or a blog or the internet, irrespective of whether the Team Member obtained Archery NZ’s prior written consent or complied with this Clause.

## 13. EXPENSES

Archery NZ does not currently have the finances to fully fund the cost of participation in an Archery NZ Team. It is therefore expected that athletes and officials will need to self-fund part or all, of the costs of participation. This includes but is not limited to accommodation, travel, uniforms, entry fees and meal costs. Archery NZ will make best endeavours to raise funds to contribute to the costs where possible.

- 13.1. You acknowledge that you will be required to pay any expenses incurred that are not otherwise covered by Archery NZ by the due date of the invoice. These may include (but are not limited to) charges for travel, accommodation (including changing accommodation and extra changes made to your room that have not been agreed upon), transportation charges that were not agreed upon prior to departure for the event, noting that Archery NZ will make its best endeavours to minimise these.
- 13.2. A deposit of up to \$1000 (GST inclusive) will be invoiced to each athlete (and the accompanying guardian in the case of a minor) with payment required in order to secure your position on the Team. If this deposit is not paid by the 1<sup>st</sup> January 2020 in the case of the Senior Team, or 28<sup>th</sup> February 2020 in the case of the Youth Team or Barebow Team your position on the Team may be offered to another athlete.



- 13.3. Team Members will pay an equal share of accommodation costs for the team (both athletes and officials). This will be on the basis that Team Members are expected to share accommodation. If there are an uneven number of team members, the single room will be given to the Team Manager in the first instance. Those team members wishing to have a single room will have to pay the extra costs – to enable a fair distribution of costs.
- 13.4. Team members will be required to pay personally and immediately for any damages caused by yourself to any hotel, venue, equipment etc. An administration fee will be added if Archery NZ is required to invoice the team member due to lack of remedial action at the time of the event.
- 13.5. For the avoidance of doubt, Archery NZ will only be organising travel and accommodation for the selected Team Members and Officials. Any additional friends or family members wishing to attend an event will need to make their own arrangements.

## 14. TEAM UNIFORM

- 14.1. You agree to wear the team uniform to all training camps, official practice and competition sessions or as directed by Team Officials.
- 14.2. You understand that you cannot wear the Archery NZ uniform to any World Archery registered event outside of New Zealand unless you have been selected to represent NZ for that event. You can however, wear the Archery NZ uniform to any domestic events if it is in compliance with the Archery NZ Tournament Regulations and is within 2 years of your last representative selection.

## 15. ANTI DOPING

- 15.1. You agree to make yourself available and you will comply with all directions in relationship to Anti-Doping and Drug Testing.
- 15.2. You agree to comply with Archery NZ, Drug Free Sport NZ and World Archery Anti-Doping policies and procedures.
- 15.3. You agree to inform Archery NZ immediately if you believe you may have breached these policies and procedures.
- 15.4. You agree to inform Archery NZ in confidence of any medications that you may be taking and to ensure the appropriate TUE (Therapeutic Use Exemption) forms are completed and lodged.
- 15.5. You agree to undertake and make yourself available for any Anti-Doping training arranged by DFSNZ or WA.

## 16. REPORTING

- 16.1. You agree that you shall provide feedback to Archery NZ either via:
- 16.1.1. the Athlete Feedback Survey that will be sent to you after your return. This will be completed within 10 days of receiving the survey, or;
  - 16.1.2. a Team Officials written report to the Board which is to be completed within 10 days of the conclusion of the event.

## 17. MINORS

- 17.1. You, if under the age of 18 years, acknowledge that this Agreement is for your benefit and that your selection as a Team Member is conditional upon your parents or guardians submitting the signed consent set out in Schedule 2.
- 17.2. Any athlete under the age of 16 years will be accompanied by a parent or legal guardian to any international events and/or training camps.

## 18. INSURANCE

- 18.1. You will provide for yourself comprehensive insurance including, but without limitation, sickness or injury, travel delays and damage or loss to your archery equipment.
- 18.2. You will participate in the competition at your sole risk in all respects and will not make any claim against Archery NZ or its agents, officials, employees, servants or contractors in respect of any loss whatsoever suffered by you or your personal representatives, whether or not any loss arises from the negligence of Archery NZ or its agents, officials, employees, servants or contractors.

## 19. BREACH OF CONDITIONS

- 19.1. That during the times set by Archery NZ, the Team Manager, Coach or Team Official will be the agent of Archery NZ to determine whether or not you have at any time been in breach of the provisions of this agreement or have otherwise conducted yourself in a manner against the best interests of Archery NZ. Without limiting any sanction provided by the rules of Archery NZ, the Team Manager, Coach or Team Official may, in the event of any serious breach or misconduct, decide that you will:
- 19.1.1. Be removed from the Team and asked to return to New Zealand at your own expense; and/or
- 19.1.2. Not be entitled to any allowances, expenses or privileges which might otherwise follow from your participation in the competition.

## Schedule 1: Acknowledgment of Agreement

I, \_\_\_\_\_ acknowledge that membership of the team is an honour and a privilege, and that membership of the Team is subject to my absolute compliance with the terms of the Agreement to which this Schedule is attached.

I acknowledge that my membership of the Team and the benefits and entitlements associated with such membership, are conditional on my signing this Agreement and compliance with the terms and conditions set out in this document and I confirm:

- a) I am a New Zealand citizen or resident;
- b) I am eligible to represent New Zealand and comply with World Archery Eligibility Code;
- c) I am a current full financial member of Archery NZ;
- d) I have no outstanding debts with Archery NZ at the time of signing this agreement and agree to pay all invoices by the due date in relation to the event or events in question;
- e) I acknowledge that I have read this Agreement and that I am aware that it creates a legally binding relationship between myself and Archery NZ;
- f) I understand the nature and extent of my obligations and the restraints imposed upon me by the Agreement;
- g) I agree to comply with this Agreement if I am selected by Archery NZ for the team;
- h) I consent to Archery NZ using my personal information, sensitive information and health information as defined under any applicable laws in accordance with the Agreement;
- i) I am aware that I may access my personal information, sensitive information and health information as held by Archery NZ at any time;
- j) I agree to contact Archery NZ immediately if I change my personal information, sensitive information and health information as held by Archery NZ.
- k) I agree to provide Archery NZ with consent to use my image and profile for marketing purposes or other associated avenues for the positive promotion of archery with any images and content being agreed to by the archer.  
Yes / No – please circle one.
- l) I agree to make myself available to Archery NZ (Inc) for promotional purposes at mutually agreeable times at no financial cost to the archer.  
Yes / No – please circle one.

For team member on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Name of Team Member

\_\_\_\_\_  
Signature of Team Member

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

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

Return completed form to: [selectionpanel@archerynz.co.nz](mailto:selectionpanel@archerynz.co.nz)

## Schedule 2: Parent/Guardian Consent for Minors

I/We are the parents / guardians\* of, \_\_\_\_\_ (the team member) and acknowledge (and if more than one, jointly and severally acknowledge) as follows:

1. That the team member is under the age of 18 years at the date of signing Schedule 1 of this Agreement;
2. I/We have read and understood the terms of the Agreement and have fully explained the terms of the Agreement to the team member;
3. I/We have had the opportunity to obtain independent legal advice in relation to the terms of the Agreement;
4. The team member has read the Agreement and, together with the benefit of our explanation of its terms, understands the terms;
5. The Agreement is for the benefit of the team member;
6. The team member's membership to the team may be terminated in the event of any breach;
7. I/We guarantee the team members complete and punctual performance of the Agreement, including in respect of any release or indemnity in the Agreement provided by the team member in favour of any person;
8. That if the team member is **also under the age of 16 years** they will be accompanied by a parent or legal guardian to any international events and/or training camps.

For ATHLETE under 18 years of age on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

\_\_\_\_\_  
Signature of Parent/Guardian

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

\_\_\_\_\_  
Signature of Parent/Guardian

Return completed form to: [selectionpanel@archerynz.co.nz](mailto:selectionpanel@archerynz.co.nz)

\* If this form is signed by person or person other than a parent or legal guardian, written confirmation from a parent or legal guardian confirming you are acting as their agent will be required to accompany this document.