



2016/17 AUSTRALIAN BEACH VOLLEYBALL TOUR PLAYER AGREEMENT

Definitions

ABVT – Australian Beach Volleyball Tour as advertised by Volleyball Australia

Event Organiser – VA, the State Body or Promoter delivering the relevant ABVT Event.

VA – Volleyball Australia

Tour Period – beginning 1 October 2016 and concluding 30 April 2017

Event Period – beginning 8:00 am, 24 hours prior to the scheduled commencement of the ABVT event and concluding 6:00pm 24 hours following the conclusion of the ABVT event

1. VA agree to provide the player(s) with:
 - (a) 5 sanctioned events (the ABVT) including a final to be scheduled in four locations between the period of 1st October, 2016 and 30 April 2017
 - (b) Prize Monday - Subject to sponsorship, all players participating in the main draw of an ABVT event will be eligible to share in a minimum prize pool of \$4,000 per event equally shared between the men and the women. The breakdown will be advertised by each Event Organiser.
 - (c) Competition Area – All competition courts will be of a high visual standard, which meet generally accepted technical and safety standards with a focus on a Centre Court.
 - (d) Player Area – Will be equipped with or make provision for refreshments, ice, storage area and competition results information.
 - (e) Medical Services Area – During competition first aid assistance including First Aid Provider, equipment and ice will be available.
 - (f) Uniforms – The Event Organiser of each event will advertise the uniform requirements specific to their relevant event. Teams must have full matching tops and bottoms. Additional accessories are up to each individual player E.G. hats. The relevant uniform must be worn during warm-ups, games and all media interviews that are related to the ABVT, where applicable. For centre court televised finals matches, teams are requested to wear contrasting coloured uniforms where possible.
2. The player agrees and hereby commits to abide and be bound by this agreement, the player Handbook and VA's general policies.
3. The player agrees to comply with any reasonable direction of the Event Organiser in relation to the ABVT and the events during the term of this agreement.
4. The player hereby authorises and grants VA or their sanctioned agents the right to use their name, voice, image concerning them for the limited purposes of publicising, promoting and advertising the ABVT events, and for filming, televising and broadcasting, web casting, broadband and related IP/TCP internet presentations of the same. This clause survives termination of this agreement.



5. The player grants and assigns to VA or their sanctioned agents the right to make use and show, from time to time and at its discretion, motion pictures, live, taped or filmed television and video footage through any medium including digital and internet protocols of the player taken during the ABVT events without further compensation and hereby waive any right to such compensation for the player and their heirs. This clause survives termination of this agreement.
6. The player agrees to use his or her reasonable endeavours to play the events nominated for on the ABVT subject only to injury or "force majeure" as approved by the Tour Organising Committee (TOC).
7. The player agrees, for the duration of the event, to play only for prize money paid by the Event Organiser. All payments will be processed by the Event Organiser as per the ABVT Handbook.
8. The player agrees to attend ABVT sponsor and related functions not interfering with player tournament commitments during the Event Period and not exceeding 5 appearances, without additional approval by the player. These activities to include but not be limited to ABVT sponsor activity, promotional activity and press activity.
9. The player agrees to not attend any unsanctioned/sponsor event activities which conflict with the appearance schedule for the event as publicised or which involves conflicting sponsors to the ABVT during the Event Period.
 - (a) The 2016 Victorian Open is defined as an unsanctioned event however is excluded from this clause and any player of the ABVT can choose to compete in it without repercussion.
10. The player agrees to wear the official uniform as issued by the TOC during the Event Period at public activities including but not limited to warm ups, games and interviews, while acknowledging that VA retains all rights of ownership of event transcript.
11. If a player pursues personal sponsorship commitments, they must comply with the Players Handbook provisions. The TOC at its discretion may not approve personal sponsorship that does not comply with the guidelines in the Players Handbook.
12. The player agrees to supply a fully completed biographical information form to VA before entry into their first event of the ABVT or as requested earlier by the TOC.
13. The player acknowledges that if it is selected by VA to join the national team or national program, the player may be under obligations to VA, which have been, or will be assigned, to VA for the purposes of the ABVT. The player agrees to be bound by these terms and conditions.
14. The player ensures that they are in good health to participate in beach volleyball competitions and hereby assumes total responsibility for any health problems that may occur. The players undertake to take out their own insurances in relation to all and any matters arising from participation in the tournament sanctioned by VA.
15. The player agrees to be bound by the VA Anti-Doping policy and by the ASC/AOC Anti-Doping policies as in force from time to time.



16. The player hereby for himself/ herself, his/ her heirs, executors and assigns irrevocably release VA and the associated Event Organisers from all and any claims, actions, suits and proceedings whatsoever which he might have arising out of death, personal injury, property damage or other loss whatsoever suffered or incurred in connection with his/her participation in the event, the ABVT and this agreement. The release hereby given shall operate separately in favour of all persons, corporations and bodies involved and otherwise engaged in performing this agreement and in promoting or staging events or the ABVT and the servants and agents of all of them.
17. The player indemnifies and agrees to hold and keep indemnified VA and the associated Event Organisers from all claims, actions, suits and proceedings whatsoever arising out of the wrongful actions of the player. Further, the player indemnifies VA and the associated Event Organisers and agrees to hold and keep indemnified VA and associated Event Organisers from all claims, actions, suits and proceedings whatsoever arising from any personal injury that the player may suffer as a result of competing in the ABVT.
18. The player acknowledges that VA and associated Event Organisers are not responsible for the safety of the player or his property during the Event Period or at any other time but will use its reasonable endeavours, having regard to its available resources, to provide a safe operating environment for players.
19. The player acknowledges that nothing in this agreement constitutes the relation of employer and employee and that the player is not covered by worker's compensation insurance. The player may make their own arrangements in respect of insurance for personal injury or death and superannuation.
20. The player acknowledges that they must be a full active member of their respective state volleyball association to be eligible to compete in the 2016/17 ABVT. In the case of international players, they must hold a current membership with their federation of origin and must also provide written clearance upon nomination into the event from their federation of origin.
21. The player is aware that it is their responsibility to inform VA if they do not wish their name and/or image to be used in publication purposes in print media form, social media and/or website as per the terms and conditions of membership.
22. The advertised entry fee per team must be paid in full at the time of entry, in order to confirm your entry into the event. Payment details and conditions to be outlined by the Event Organiser.
23. To the extent of any inconsistent between this agreement and the Players Handbook, this agreement will prevail.



Player Consent

I have read and understood the above terms and conditions as set out in this ABVT Player's Agreement distributed to all players participating in the 2016/17 Australian Beach Volleyball Tour events and I agree with its content.

Name:.....

Signed:..... **Date:**.....

PARENT/LEGAL GUARDIAN CONSENT (In respect of an applicant under the age of 18 years)

I have read and understood the above terms and conditions as set out in this ABVT Player's Agreement distributed to all players participating in the 2016/17 Australian Beach Volleyball Tour events and I agree with its content and consent to my child participating in the ABVT.

Name:.....

Signed:..... **Date:**.....