



## ITU ATHLETE'S AGREEMENT

The Athlete acknowledges that ITU is the sole world governing body for the sports of triathlon, paratriathlon, duathlon and its related other multisports worldwide, as recognized by the IOC and the IPC, and is a member of ASOIF and SportAccord. The Athlete understands and accept that taking part in any ITU Event during the 2017 season is subject to their acceptance of the following rules and conditions:

1. **ITU RULES:** The Athlete acknowledges that they have access to and is aware of the ITU Rules through their National Federation (NF) and the ITU website: [www.triathlon.org](http://www.triathlon.org).
  - 1.1. The Athlete agrees that upon signing this Agreement they shall be deemed to be aware of and agree to be bound by the provisions of the ITU Rules, including:
    - a) the ITU Anti-Doping Rules,
    - b) the ITU Constitution,
    - c) the ITU Competition Rules, (including the appendixes, one of which is the ITU Uniform Rules,
    - d) the ITU Event Organisers Manual;
    - e) the IOC Code Against Manipulation of Sport Competitions);
    - f) and all other ITU rules; including regulations and guidelines issued or in force from time to time, provided that the ITU Rules are posted 30 days prior to the event in which they are competing.
2. **ANTI-DOPING RULES:** The Athlete will abide by the ITU Anti-Doping Rules.
  - 2.1. **Testing:** The Athlete agrees to submit to testing when requested to do so and to respect all of their responsibilities throughout the doping control process.
  - 2.2. **Consequences:** The Athlete agrees both to submit to the jurisdiction of the bodies in charge of applying the ITU Anti-Doping Rules and to be bound by any enforceable penalties deriving from their breach of these rules whether during an official Competitions or out-of-competition.
  - 2.3. **Athlete Whereabouts:** The Athlete agrees to post and maintain their current location on the WADA website database (ADAMS,) or other method approved by ITU.
  - 2.4. **Therapeutic Use Exemption (TUE):** If an athlete who wishes to compete in ITU events already has a valid TUE granted by their National Anti-Doping Organisation, ITU must be informed of the existence of this TUE in order for it to be recognized. If that athlete does not have a valid TUE granted by their National Anti-Doping Organization for a substance or method they must use for therapeutic reasons, the athlete must apply directly to ITU for a TUE.
  - 2.5. **Anti-Doping Control Results:** The Athlete is aware that their National Federation will be responsible for reporting all anti-doping results on their Athletes to ITU.
  - 2.6. **Data privacy:** The Athletes agrees and consents to the ITU collecting, processing, disclosing and using information for the purposes of the implementation of the ITU Anti-



Doping Rules in accordance with the International Standard for the Protection of Privacy and Personal Information (ISPPPI) and pursuant to applicable data protection laws.

3. **ITU PROPERTY:** The Athlete acknowledges that ITU Events are the exclusive property of ITU which owns all rights associated, including, without limitation, the rights to organise, exploit, broadcast and reproduce ITU Events and the athlete's data (limited to name, gender, year of birth, still image and any other data provided by the athlete via triathlon.org profile page or personal website/social media) provided to the event. The Athlete acknowledges that these rights include any type of digital media, whether that be photographic or video in nature, captured from within the boundaries of the field of play, regardless of ownership of the capturing device. All the athlete's data from the athlete entered into any ITU Event may be used by ITU. The data produced from the event or link to the event, including the results, are exclusive property of ITU and may be used commercially.
4. **ELIGIBILITY TO COMPETE:** The Athlete declares that they have not been guilty of any act or omission whereby they have become liable to be declared ineligible for selection or participation in any ITU Event in accordance with the rules of ITU or otherwise.
5. **ITU MEDIA:** The Athlete agrees to make reasonable efforts to update their athlete profile on the ITU website, [www.triathlon.org](http://www.triathlon.org), on a regular basis. The Athlete agrees to participate in pre-race media duties as mutually agreed with ITU Media, including but not limited to pre-race interviews, features or promotional shoots or other media-related activities, for a minimum of one (1) hour at each event, as requested a minimum of one week prior to the competition day. If the Athlete finishes on the podium or leads a series after the completion of the ITU Event, they are expected to be available for post-race interviews and/or a press conference barring a significant medical incident confirmed by the event Medical Delegate and the Technical Delegate.
6. **INTELLECTUAL PROPERTY:**
  - 6.1. The Athlete agrees to be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during ITU Events for the purposes of the international media coverage of the relevant ITU Event (by means of any and all media throughout the world in perpetuity) and the promotion of the sport.
  - 6.2. The Athlete hereby assigns, with full title guarantee in perpetuity to the ITU, all rights of any nature in any such recordings. The Athlete further agrees that their Image and/or any photographs and/or moving Images taken of them, or other representations of them, may be used:
    - a) by ITU and/or any Local Organising Committee for the purposes of publicising ITU Events and promoting the sport; and
    - b) by official sponsors or other commercial partners of ITU or the Event on a free of charge worldwide basis, limited for the purpose of promoting their sponsorship of/official relationship with ITU Events, provided always that any such use of the Athlete's image, name or likeness by such sponsors /commercial partners shall:
      - Be limited to Images of the Athlete taken or recorded whilst participating in ITU Events;



- Not constitute an endorsement of their products and services by the Athlete; and
  - Always feature the image of the Athlete in a group/montage of at least 4 athletes (including the Athlete) in relation to which group no one athlete shall be featured in a manner which is significantly more prominent than any other, with the exception of the images taken with less than 4 athletes at the finish line of the event.
  - The Athlete's image may not be altered in any way, shape or form, including but not limited to sponsor logos, or other branding.
- 6.3. The Athlete additionally consents to the use and reproduction of their Image, name and likeness in merchandise and publications relating to the ITU and/or ITU Events, apparel and publications provided always that such merchandise is primarily related to the Event itself as opposed to the Athlete personally. In the case of potential conflict with one of the athlete's sponsors, the athlete or its NF should provide its consent for the use of their image within 5 days. The no reply of the athlete will represent the approval of the athlete. This rule should be applied in case the athlete has communicated to ITU at: [sport@triathlon.org](mailto:sport@triathlon.org), the name of their personal sponsor(s) before the signature of this agreement and thereafter in the case of new personal sponsorship. ITU will always communicate directly with the athlete via the addresses/numbers provided in the agreement and by keeping the respective National Federation informed.
- a) ITU will not, for any purposes, enter into discussion with a computer game company without the written permission of all Athletes to be included in the project.
  - b) The Athlete agrees that all photographs and moving images taken by them at ITU Events, including those of other athletes competing at ITU Events, shall be used solely for personal use and non-commercial purposes, unless prior written consent is obtained from the ITU.
  - c) The Athlete further agrees that under no circumstances, throughout the duration of the ITU Event, may they act as a journalist or in any other media capacity, nor will they post or contribute any comment, text or photographs to any website or blog during the Event, without the express permission of ITU. This does not include athletes writing or posting on their own personal social media accounts, including but not limited to Facebook, Twitter, their personal blog/website or any other such personally based social media that has yet to be invented.
- 6.4. The athlete will not allow their sponsors to use images for commercial purposes (still or moving) of them competing in ITU Events, without having prior written ITU approval. Addressed requests to [sport@triathlon.org](mailto:sport@triathlon.org). No reply by ITU within 5 days will represent approval.
7. **RESTRICTIONS ON ASSOCIATION WITH ITU:** The Athlete shall not grant any rights to use or utilise the Athlete's name, signature, photograph, likeness, reputation, image and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of ITU or any events conducted by or affiliated with ITU without the prior written permission of ITU.



8. **LIABILITY:** The Athlete agrees to release ITU, the host National Federation, the Local Organising Committee and their respective members, directors, officers, employees, volunteers, partners, sponsors, contractors and agents as well as any other entities and persons involved with or participating in the ITU Event from any liability (excluding gross negligence and willful misconduct) for any loss, injury, damage and costs incurred or suffered in relation to the participation of the Athlete in the ITU Event or related official training.
  
9. **INJURY / LOSS OF PROPERTY:**
  - 9.1. The Athlete agrees and acknowledges that participation in, or observation of sport, could constitute a risk of serious injury to them, including permanent paralysis or death.
  - 9.2. The Athlete voluntarily and knowingly recognizes, accepts and assumes this risk and warrants to ITU and ITU's partners that the Athlete is physically fit and able to compete in ITU Events (including training) without risking serious injury, including permanent paralysis or death.
  - 9.3. Furthermore, the Athlete releases ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials from any liability there from, save in the case of death or personal injury caused by the negligence of any of the aforementioned parties.
  - 9.4. The Athlete further agrees that they will be responsible for any property that they bring to ITU Events and that ITU, ITU's partners, their Sponsors, Event Sponsors, Event Organisers and Officials shall have no responsibility for any loss or damage to such property.
  - 9.5. Furthermore, the Athlete acknowledges and agrees that ITU shall have no obligation to arrange any insurances connected with their participation in ITU Events including without limitation travel insurance and medical insurance, all of which insurances shall be the sole responsibility of the Athlete.
  - 9.6. ITU will guarantee, with the Local Organising Committee, to protect the Athlete's bicycle in the athlete's lounge and transition area and will make a good-faith effort to protect the rest of athlete's property in the same areas.
  
10. **OBLIGATIONS OF ITU:** The Athlete acknowledges that ITU is obliged to prepare the competition in accordance with ITU Rules and that ITU is doing its best efforts to provide a safe field of play to the athletes competing, being aware that as the event is taking place in an outdoor environment that has different challenges in any location. The ITU or the LOC is responsible for paying the prize money announced for the event in accordance with ITU Rules and local legal legislations.
  
11. **DISPUTE:** The Athlete accepts that any dispute arising from regulations of ITU, which cannot be settled by its existing appeal procedure, as set out in the ITU Competition Rules, shall be settled finally by the Court of Arbitration for Sport (CAS), to the exclusion of recourse to ordinary courts. The applicable law in relation to the interpretation of this agreement and any such disputes shall be the law of the Canton de Vaud, Switzerland.



## ITU ATHLETES' AGREEMENT

I, \_\_\_\_\_ (print name in block capitals) hereby acknowledge that I have read and understand these terms and conditions. I hereby accept and agree to be bound by the terms and conditions as set out in this document.

\_\_\_\_\_  
(Signature of Athlete)

\_\_\_\_\_  
(Date)

**Please print clearly:**

|   |                      |
|---|----------------------|
| <b>First Name:</b>  |                      |
| <b>Family Name:</b>   |                      |
| <b>National Federation:</b>                                       |                      |
| <b>Street Address:</b>  |                      |
| <b>City:</b>  |                      |
| <b>Postal / Zip Code:</b>   |                      |
| <b>Country:</b>   |                      |
| <b>Telephone (home):</b><br>(+ Country Code – telephone number)   |                      |
| <b>Telephone (mobile):</b><br>(+ Country Code – telephone number) |                      |
| <b>Email:</b>   |                      |
| <b>Date of Birth: (day-month-year)</b>                            |                      |
| <b>Insurance Policy #:</b>  |                      |
| <b>Person to contact in case of emergency</b>                     | <b>Name:</b>         |
|   | <b>Phone number:</b> |
| <b>Coach's Name:</b>  |                      |
| <b>Coach's Email:</b>   |                      |
| <b>Coach's Mobile Phone:</b>                                      |                      |