



## GAUTENG SHOW JUMPING ATHLETE AGREEMENT

NAME OF ATHLETE: \_\_\_\_\_

**EVENT: JUNIOR SOUTH AFRICAN CHAMPIONSHIP 1ST -9TH JULY 2016**

Your selection to participate in the above event as a member of a Gauteng Show Jumping Team is conditional on you entering into the attached Athlete Agreement and observing all its terms and conditions.

You should read the Agreement carefully so as to understand it and the consequences flowing from any breach of its terms and conditions.

**PLEASE COMPLETE, INITIAL EACH PAGE, SIGN AND RETURN THE ORIGINAL AGREEMENT TO**

[gauteng@sashowjumping.co.za](mailto:gauteng@sashowjumping.co.za)

**by no later than Friday 20th May 2016**

(Please retain a copy of the signed Agreement for your own records)

**ATHLETE AGREEMENT FOR  
JUNIOR SOUTH AFRICAN CHAMPIONSHIP SHOW 1ST - 9TH JULY 2016**

(The Event)

I, the undersigned,

\_\_\_\_\_  
(Name of Athlete)

Residing at

\_\_\_\_\_  
\_\_\_\_\_  
(Residential Address)

(Hereinafter referred to as the "Athlete")

Hereby acknowledge and agree that my eligibility for selection to participate in the above Event as a member of a Gauteng Show Jumping Team (hereinafter referred to as "the Team") is conditional upon my entering into this Athlete Agreement ("the Agreement") and observing all its terms and conditions as set out in the Appendices 1 & 2 attached hereto.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2016

\_\_\_\_\_  
**ATHLETE**

**CONSENT OF GUARDIAN**

(To be completed only if the Athlete is under the age of 21 years)

I, the undersigned, being the legal guardian of the Athlete, hereby consent to the Athlete entering into this Agreement.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2016

\_\_\_\_\_  
**LEGAL GUARDIAN**  
**APPENDIX 1**

## **TERMS AND CONDITIONS**

### **1 DURATION**

- 1.1. This Agreement shall commence on the date on which it is signed by the party signing and shall continue until 30 days after the last day of the Event, or until such time as any disciplinary procedures arising from participation in the Event have been concluded to the satisfaction of SAEF, unless terminated earlier by the SAEF as provided for herein.
- 1.2. The period referred to in 1.1 above and the activities covered therein shall include, but are not limited to, pre-event activities, training, the Team assembly, the opening and closing ceremonies (if any), the Event and all welcome home parades, functions, celebrations and related events.

### **2 CONSTITUTION OF THE SOUTH AFRICAN EQUESTRIAN FEDERATION**

- 2.1. The direction of and authority over the Team are vested in the SAEF and the Gauteng Show Jumping committee (GSJC), the powers of which are set out in its Constitution and Regulations.
- 2.2. The Athlete agrees to comply with the Constitution of the Discipline Association that the Athlete is a member of (including, but not limited to, the regulations, rules and code of conduct promulgated there under), a copy of which can be viewed at the Discipline Association office. The Athlete is advised that the Discipline Association Constitution referred to is at all times subordinate to the SAEF Constitution.

### **3 PRECEDENCE**

- 3.1 As the GSJC is solely responsible for the final selection and accreditation of participants from Gauteng in the Event, the Athlete agrees that this Agreement takes precedence over any other agreement, which the Athlete has with his/her Discipline Association, Sponsor, or any other Body.
- 3.2 The Athlete (or Guardian) agrees that he/she has read the published Selection criteria document and is happy to abide by its contents.
- 3.3. The Athlete declares that he/she is not aware of any contractual or other legal impediment, which may prohibit or adversely affect the performance by him/her of all his/her obligations under this Agreement.

### **4 ELIGIBILITY FOR SELECTION/PARTICIPATION**

- 4.1 The Athlete acknowledges and agrees that his/her selection to and continued participation in the Team is conditional upon him/her complying with the Gauteng Show Jumping Selection Criteria Document for the Event, and the Athlete declares that he/she has duly complied therewith.
- 4.2 The Athlete warrants that he/she is not currently under suspension or disqualification by the FEI, the SAEF or his/her Discipline Association and is not in breach of the World Anti-Doping Code.

### **5 CONDUCT**

The Athlete shall —

- 5.1 Observe and comply with all directions of the SAEF, the management of the Team or any other person duly authorised by them;

- 5.2 Complete any security and accreditation documentation by the date and in the form requested by the Organizing Committee and/or the GSJC and continue to hold such accreditation received from the Organizing Committee for the duration of the Event
- 5.3 Observe and comply with the rules applicable to his/her participation in the Event
- 5.4 Conduct himself/herself in a proper manner so as not to bring himself/herself, the GSJC, SAEF, the Organizing Committee, the Team or any member thereof into disrepute or censure
- 5.5 Not make, comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of the GSJC, the SAEF, the Organizing Committee, the Event, the Team or any member thereof;
- 5.6 Conduct himself/herself so as to obtain and maintain his/her best possible fitness and health in order to perform his/her obligations in terms of this Agreement to the best of his/her ability;
- 5.7 Be held responsible to pay the total cost of damage he/she may cause to any property at the Event, including but not limited to the accommodation venue, training facilities and the Event venue.

## **6 TEAM OUTFITTING & DRESS CODE**

- 6.1 The Athlete shall comply with the dress code determined by the Gauteng Provincial committee (GPC) for the duration of the Event, and for any functions, celebrations, interviews and the like conducted before, during or after the Event in respect of both himself/herself and his/her horse/s.
- 6.2 The dress code shall include, but not be limited to, the wearing of the recognised apparel (formal, training, parade, leisure and competition apparel including numnahs, horse blankets and the like) as supplied by the official Team sponsor/s and/or the GPC.
- 6.3 No Athlete or horse will be allowed to wear any items of clothing branded by any sponsor other than the Team Sponsor (in the event that there is one) and/or the GPC. This does not apply to tack (excluding numnahs, horse blankets and the like) and personal technical equipment specifically required by the Athlete/horse, on condition that the necessary written approval, prior to team selection, has been obtained from the Gauteng Provincial committee.

## **7 ANTI-DOPING**

- 7.1 The Athlete acknowledges that he/she is aware of and has read the current international rules regarding anti doping of both Athletes and Horses set out in the FEI "Anti-Doping Rules for Human Athletes" and the FEI "Equine Anti-Doping and Medication Control Rules".
- 7.2 The Athlete agrees —
  - 7.2.1 to observe and comply with the anti-doping provisions referred to in 7.1 above;
  - 7.2.2 to observe and comply with any other anti-doping testing rules and/or procedures formulated by the SAEF for the Event;
  - 7.2.3 to co-operate fully with and make full disclosure to any veterinary surgeon appointed by the SAEF for the purposes of ensuring compliance by Athletes with the FEI "Equine Anti-

Doping and Medication Control Rules” and clauses 7.2.1

- 7.2.4 to disclose the names and contact details of all veterinary surgeons and other persons who have examined and/or diagnosed and/or treated the Athlete’s horses in any manner whatsoever (whether in South Africa or abroad) immediately upon the SAEF requesting such information
- 7.2.5 that the veterinary surgeon appointed by the GPC shall be entitled, without notification to the Athlete, to consult with and obtain further information from any such veterinary surgeons and/or other persons regarding their examination and/or diagnosis and/or treatment of the Athlete’s horses.
- 7.3 The Athlete declares that at the time of signing this Agreement he/she has not taken any of the prohibited substances referred in the WADA list of Prohibited Substances nor has his/her horses been administered any prohibited substances as set out in the FEI Veterinary Regulations other than may be required in the interests of the welfare of the horses, as approved by his/her veterinary surgeon, details of which must accompany this agreement.

## **8 MEDIA**

- 8.1 The Athlete shall not during the currency of this Agreement —
- 8.1.1 be paid or receive any reward (whether monetary or in-kind) for granting interviews;
- 8.1.2 permit his/her name to be used as the author of any article or column appearing in the media; or
- 8.1.3 enter into or carry out any contract, arrangement or understanding by which he/she will provide exclusive interviews with any element of the media, relating to Gauteng Show Jumping, the SAEF or to the Event, his/her participation in the Event or the participation of any other member of the Team in the Event.
- 8.2 Subject to the provisions of 8.1 above, the Athlete shall be entitled to comment to the media about his/her own personal performance but shall not pass any comments whatsoever to the media about the GSJC, the SAEF, the Event and/or the performance of any other member of the Team or of any competitor in the Event.

## **9 SPONSORSHIP/PROMOTIONS**

- 9.1 The Athlete shall during the currency of this Agreement —
- 9.1.1 make himself/herself reasonably available to attend publicity events arranged by the GSJC, the SAEF and/or the official sponsors of the Team (the “Sponsors”), in the event that there are any, and to provide the GSJC, the SAEF and the Sponsors with other appropriate exposure
- 9.1.2 permit the GSJC, the SAEF and the Sponsors to use his/her likeness and/or name to promote the Team’s participation in the Event
- 9.1.3 permit the Sponsors to use his/her likeness and/or name in their promotion or marketing activities, provided that such use of the Athlete’s likeness and/or name is limited to his/her being part of the Team
- 9.2 The Athlete agrees to notify the GSJC of the names of all of his/her sponsors within five days of him/her signing this Agreement.

## **10 BREACH**

10.1 Should the Athlete or the Legal Owner breach any of the provisions of this Agreement the Gauteng Show Jumping committee may at its sole discretion:

10.1.1 terminate the Athlete's membership of the Team;

10.1.2 require the Athlete to leave the Event

10.1.3 exclude the Athlete from participating/competing at the Event

10.1.4 institute disciplinary action and/or

10.1.5 instruct the Athlete to return any benefits granted, including the award of Provincial Colours.

## **11 INJURY/ILLNESS**

11.1 The Athlete declares that as at the date of signing this Agreement he/she and his/her horse is not suffering from any illness, disease, condition and/or injury and the Athlete undertakes to immediately notify the Gauteng Show Jumping committee in writing if he/she and/or his/her horse subsequently gets ill, injured or contracts any disease or condition.

11.2 The GSJC may terminate the Athlete's membership of the Team if, in the opinion of the GSJC, any illness, injury, condition or disease suffered by the Athlete and/or the Athlete's horse/s for the Event:

11.2.1 may impair the Athlete/horse/s performance in the Event; or

11.2.2 may pose a threat to the health of any other Team member, Team Official or competitor in the Event.

11.3 The Athlete agrees to do everything reasonably necessary to achieve and maintain the level of health and fitness required to participate competitively in the Event in order to strive for the highest honors.

## **12 MEDICAL RECORDS AND TESTING**

12.1 The Athlete (when the Legal Owner) hereby authorises any medical or veterinary practitioner whom he/she has consulted at any time prior to or during the currency of this agreement to provide details to the GSJC or any doctor or veterinarian appointed by the GSJC of any illness, disease or injury which the Athlete or his/her horse may have suffered or any pre-existing medical condition which he/she or his/her horse may have. This information is required solely to determine the Athlete's and his/her horses' medical fitness to perform to the best of their ability in the Event and to assess the risk of preventing other Team members or competitors in the Event from performing to the best of their ability.

12.2 The Athlete agree on his/her own behalf and in respect of his/her horses (when the Legal Owner) to undergo such medical testing as may be reasonably required and paid for by the Organizing Committee and/or the SAEF, including, but not limited to giving blood and/or urine samples for analysis (including, but not limited to testing for doping).

### **13 INDEMNITY**

- 13.1 The Athlete agrees that the GSJC shall not be liable to him/her in any circumstances for any death, injury, loss or damage of any kind whatsoever arising directly or indirectly from any act or omission (whether negligent or otherwise) by any person whatsoever, connected with the Athlete's membership of the Team, his/her travel and the travel of the Athlete's/Legal Owner's horses to and from the Event, his/her and his/her/Legal Owner's horse/s participation at the Event, or any disciplinary action taken against him/her by the SAEF.
- 13.2 The Athlete indemnifies the GSJC and the SAEF from and against all claims, legal proceedings and costs whatsoever which may be taken or made against the GSJC and the SAEF in conjunction with or arising out of any death, loss, damage or injury referred to in 13.1 above.

### **14 HORSES**

- 14.1 Full details of the horses referred to in this agreement are set out in Appendix 2 to this agreement, which appendix forms part of this agreement. Where Combinations are being selected, the horse information is to be provided together with the Athlete Agreement. Where Athletes only are being selected, the horse information will be required prior to the Short List Criteria cut off date for the Discipline that the Athlete is being considered for.
- 14.2 The Athlete nominates under Appendix 2 (attached) the horse upon which he/she is available for selection.
- 14.3 The Athlete (when the Legal Owner) warrants that the nominated horse will not be sold within the period of time that this agreement is valid.
- 14.4 Should the Athlete, being the Legal Owner of the nominated horse, wish to sell the horse within this time frame, and should the purchaser not be prepared to enter into the Horse Owners Agreement as the new Legal Owner, then the Athlete must confer with the GSJC Chef d'Equipe with regard to the Athlete being released from the agreement, in which event the Athlete shall refund to the GSJC all monies granted, as well as all expenses incurred by the GSJC in connection with the athlete's and the horse's participation in the Event.

### **15 GENERAL**

- 15.1 This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof.
- 15.2 No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 15.3 No relaxation or indulgence that any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 15.4 Any provision of this agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this agreement and continue in full force and effect.
- 15.5 The clause headings in this agreement have been inserted for purposes of convenience and shall not be taken into account in the interpretation of this agreement.

**APPENDIX 2**

**List of Nominated Horses**

<b>Name of Horse</b>	<b>SAEF Registration And/or Passport Number</b>	<b>FEI Registration Number(if applicable)</b>

Where the owner of a horse selected for a team is not the rider of the horse, then the legal owner of such horse selected in combination with the athlete accepts that he/she may be required to comply, and hereby agrees to comply in all respects with all relevant requirements of the agreement. Without limiting the generality of the foregoing this applies to necessary access to the treating veterinarian and to the granting of the indemnity granted.

\_\_\_\_\_  
Name of Owner of Horse

\_\_\_\_\_  
Signature

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2016