

Please retain this copy for your records and return the copy marked 'return copy'

## 2010 VICTORIAN JUNIOR STATE TEAM ATHLETE AGREEMENT & DECLARATION

**1. As a Volleyball Victoria (VVI) Junior State Team Program Athlete, I expressly agree:**

- a) to commit myself to the Volleyball Victoria Junior State Team Program for its full term;
- b) to comply at all times with the Volleyball Victoria Athlete Code of Ethics as detailed on page six (6) hereof and any alterations as may be made from time to time by Volleyball Victoria (VVI);
- c) that failure to abide by the Code of Ethics may result in my exclusion, suspension or expulsion from the Victorian Junior State Team Program or from Volleyball Victoria managed or sanctioned Leagues and Tournaments (refer to heading: Athlete Misbehaviour Sanctions);
- d) that VVI reserves the right to vary or reverse any decision regarding my participation in the Program, made on the basis of incorrect information.

**2. I authorise:**

- a) any medical practitioner, sports scientist or therapist whom, by arrangement of VVI, consults me during the Victorian Junior State Team Program training and competition period to provide details of any illness and/or injury which has been sustained including my medical or psychological condition to the Program Manager of VVI if and when required by VVI;
- b) VVI to retain any medical information obtained in respect of me and the results of any tests or examinations carried out on me for use in research and publication in medical or scientific papers provided that such publication is done to protect the anonymity of me.

**3. I undertake:**

- a) not to consider withdrawal from the Program without extensive consultation between myself, my parents, VVI and the coaching staff and the Program Coach;
- b) to travel to and depart from any competition approved by VVI upon the dates and in the manner determined by VVI;
- c) to remain under the control, management and direction of the Program Manager of VVI or any person authorised by VVI and to comply with all directions given by this person during the training and competition period whilst participating in any Victorian Junior State Team Program activity;
- d) to conduct myself at all times in a manner befitting an elite athlete to the satisfaction of VVI;
- e) to disclose forthwith to the appointed coach any condition, illness and/or injury that may prejudice my continued training or participation in Victorian Junior State Team Program activities;
- f) to demonstrate consistency and self-discipline in and out of training sessions, showing the desire to achieve top performance;
- g) where at all possible, to attend every scheduled training sessions, and failing this, to negotiate with both the head coach and State Program Coach an approved absence, well in advance of such an absence. We encourage your attendance at trainings even though you cannot participate due to injury, as a sign of commitment to the program;
- h) support VVI sponsors in a manner determined by VVI;

**4. I acknowledge:**

- a) that if I do not comply with the VVI Code of Ethics for the time being or the undertakings given by me in this agreement, or in the event of any breach of discipline on my part, my position in the Victorian Junior State Team Program may be terminated immediately (Please refer to and note the contents of the section titled: Athlete Misbehaviour Sanctions);

- b) that VVI will not meet the costs of any medical, hospital or other services rendered to me or on my behalf as a result of any injury, illness, damage, loss or other mishap occasioned to me or my property, and that it is my responsibility to determine whether or not to arrange private health and /or property insurance; *(Please note that all VVI registered players receive personal injury insurance under the VVI policy).*
- c) that by signing the agreement, I undertake that VVI, its employees, agents and contractors will not be liable for any loss or injury which may be sustained by the athlete during the training and competition period or which arises after the training and competition period but which is attributable to any event during the program.

**5. EXCLUSION OF LIABILITY FOR LOSS OR INJURY AND INDEMNITY**

- a) I hereby acknowledge and agree that VVI (which term for the purposes of this clause shall severally and jointly mean and include VVI, its members, employees, agents and/or contractors) shall not be held liable or deemed to be liable whether in contract or tort or pursuant to any statute for any injury, illness, loss, damage or costs of any nature occasioned to myself, my property or my parents which is sustained, arises out of or is in any way related directly or indirectly to my Victorian Junior State Team Program participation (including but not restricted to travelling, competitions, matches, practice, training or attendances at any functions) whether during the term of the Victorian Junior State Program training or competition period or after the completion of the training and competition term where such loss, injury or cost etc., is attributable to or arises out of an event or series of events which occurred during the period of my involvement in the Victorian Junior State Team Program.

This exclusion of liability is also to relate to any medical and/or scientific examinations and tests conducted on me pursuant to the terms of my participation and also relates to any disciplinary action taken against me.

- b) I hereby indemnify and will at all times hereafter sufficiently indemnify and keep indemnified VVI from and against all actions, such causes of actions, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against VVI or incurred or become payable by VVI in connection with or arising out of any such loss, injury, illness, damage or other mishap occasioned to me or my property or to my parents relating in any way to my Victorian Junior State Program position or in relation to any disciplinary or other action taken against or directed at me.
- c) I also hereby agree (without in any way imposing or attaching any liability or obligation on VVI to do so) that VVI may act as my agent in incurring such expenses as and/or in doing whatever is reasonably necessary for the benefit of me in connection with or arising out of any injury, illness, loss, damage or other mishap during the Victorian Junior State Program training and competition period.

I, ..... in consideration of VVI  
 (print name of athlete)

granting to me a Victorian Junior State Team Program position in accordance with this Athlete Agreement, hereby declare that I have read and understood the contents of this Agreement.

In accepting the offer of the Victorian Junior State Team Program position, I declare that I will honour the conditions as set out in the Agreement during the term of my participation and any extension thereto.

I also declare that the information I have supplied on the attached forms is, to the best of my knowledge, true and accurate.

Dated this ..... day of ..... 2010

.....  
**(Athlete's Signature)**

# PARENT / GUARDIAN AGREEMENT

The parent / guardian of the Victorian Junior State Team Program Athlete -

**1. Expressly agrees to:**

- a) ensure, to the best of my ability, that my child complies with the Code of Ethics of the Victorian Junior State Team Program for the time being, and the undertakings set out in the Athlete Agreement;
- b) approve of and endorse the undertakings and authorities as provided in the Athlete Agreement;
- c) meet the costs of the Player Levy and any medical or hospital service provided to the athlete in accordance with the terms and conditions provided in this contract and the provision of adequate private hospital insurance and extras cover and/or property Insurance for my child will be at my sole discretion.

**2. Hereby acknowledge:**

- a) the Victorian Junior State Team Program position may be terminated under the circumstances detailed in this Agreement;
- b) the Victorian Junior State Team Program benefits may be varied from time to time by VVI ;
- c) VVI will not meet the cost of any medical or hospital service or other costs arising out of any mishap which may occur during any Victorian Junior State Team Program activity as specified in this Agreement.

**3. Also agree:**

- a) that I will indemnify and keep fully indemnified VVI, its members, employees, agents and contractors from and against all actions, suits, causes of action, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against VVI or incurred or become payable by VVI in connection with, or arising out of any injury, illness, loss, damage or other mishap to any person or person's property (except my child or myself) sustained in, arising from or out of, or in any way directly or indirectly connected with my child's Victorian Junior State Team Program position or with any travelling, match, competition, practice, training or function of whatsoever nature held during Victorian Junior State Team Program training and competition period;
- b) that VVI (which term for the purposes of this clause shall severally and jointly mean and include VVI, its members, employees, agents and/or contractors) shall not be held liable or deemed to be liable whether in contract or tort or pursuant to any statute for any injury, illness, loss, damage or costs of any nature occasioned to my child, or my child's property which is sustained, arises out of my child's Victorian Junior State Team Program position (including but not restricted to travelling, competitions, matches, practice, training or attendances at any functions) whether during the term the Victorian Junior State Team Program training and competition period or after the completion of the training and competition period where such loss, injury or cost etc., is attributable to or arises out of an event or series of events which occurred during the Victorian Junior State Team Program training and competition period. This exclusion of liability is also to relate to any medical and/or scientific examinations and tests conducted on my child pursuant to the terms of my child's scholarship and also relates to any disciplinary action taken against my child;
- c) without any way imposing or attaching any liability or obligation on VVI to do so, that VVI may act as my agent in incurring such expenses in doing whatever is reasonably necessary for the benefit of my child in connection with or arising out of any injury, illness, loss, damage or other mishap during the period of the scholarship in respect of any loss or injury or damage, etc., being attributable to or arising out of any event or series of events which occurred during the period of my child's scholarship;
- d) that this agreement shall be governed by and construed in accordance with the Laws of the State of Victoria.

In consideration of VVI granting to my child a Victorian Junior State Team Program position, the terms of which are set out in the letter of offer, the Athlete Agreement, the Code of Ethics accompanying this declaration, and which have been accepted:

I, .....hereby declare that I have read and fully  
(Print parent/guardian's name)

understand the terms of the Victorian Junior State Team Volleyball Program position, the Parent/Guardian Agreement and accept and approve of the undertakings and authorisations provided therein.

Dated this ..... day of ..... 2010

.....  
**(Parent/Guardian's Signature)**

.....  
**(Players Name)**

## ATHLETE MISBEHAVIOUR SANCTIONS

- a) Any athlete behaving in an unacceptable manner, either during the preparation for or during the competition phase of an event – may be either formally warned or immediately expelled from a team depending upon the nature of their behaviour, and if necessary, sent home at the earliest possible time.
- b) Volleyball Victoria's Senior Management, State Team Program Manager and Coach/es, will be consulted before any serious disciplinary action is taken against any athlete, be that a formal warning or expulsion.
- c) Should an athlete require a formal warning, this will be made in writing from VVI. Parents/guardians, the Volleyball Victoria Senior Management and State Team Program Manager will be advised in advance of this action.
- d) The cost of sending an athlete home early from an event will be borne by the athlete.
- e) Furthermore, athletes who do not comply with the Code of Ethics outlined in this document, risk suspension from all and any Volleyball Victoria sanctioned events such as the VWL, Victorian Schools Cup and future Junior National Championships. The suspension, including the set period of time and the specific events, will be determined by a Volleyball Victoria tribunal.

## CODE OF ETHICS

### **PROGRAM RULES**

- a) Athletes shall attend all training sessions as notified by the Coach and/or State Team Program Manager.
- b) Requests for non-attendance at a practice session should be made to the Coach or State Team Program Manager in advance of that session, and must be approved, except in the case of an emergency.
- c) All reasonable care must be taken of equipment borrowed from Volleyball Victoria. The cost of any misplaced or damaged equipment shall be borne by the Athlete/s or team responsible.

### **ATHLETES CODE OF ETHICS**

1. Do not criticise the referees' decisions, but accept them with good grace as being fair and called to the best of their ability.
2. Do not criticise the opposing team or supporters by word or gesture.
3. Speak and act in a manner that will not reflect poorly upon yourself, your team or your State.
4. Set a good example in your personal appearance and comply with all reasonable dress standards as determined by the Coach.
5. Be proud to represent Victoria and respect all aspects of the State Team Program.
6. Do not criticise your team mate's performance, concentrate on your own. Winning is the result of "Team work", and winning is not the only measure of success.
7. Remember to thank your opponents and referees at the conclusion of your game.
8. Comply with all reasonable directions of the Head Coach.
9. Encourage public recognition and support of Volleyball Victoria by wearing Volleyball Victoria attire.
10. Not consume or encourage the consumption of drugs, stimulants or other substances with a view to modifying or altering your growth or performance.
11. Not consume or encourage the consumption of alcohol at any time at any lead up events or during the Australian Championships. This includes post Championships activities and whilst travelling.
12. If required, provide a sample of your own urine and/or body fluid for analysis by the Australian Sports Drug Agency (ASDA) to determine whether or not you have taken or used prohibited drugs.
13. MEDIA - not comment on VVI or any VVI official or program, without the express permission of VVI.
14. SPONSORSHIP - participate in appropriate sponsorship activities in a manner compatible with enhancing VVI reputation and with fundraising activities of VVI.
15. Allow VVI to use your identity to promote VVI and or any program of VVI, and enable VVI to pass on your contact phone numbers to media parties.
16. If accommodation is arranged for any event, including the Australian Championships, if requested, allow the Head Coach to keep your mobile phone over night, which he/she will return to you the next morning. The Head Coach will keep all mobiles on during the night in the case of emergency.

## ATHLETE PERSONAL DETAILS FORM

This form is to update VVI on the Athlete's and Parent/Guardian details. We record details from trials and update these records from this form. This information will be used solely for VVI Officials, State Team Coaches & Assistant Coaches.

It is the intention of VVI to email newsletters/updates to Parents/Guardians and Athletes throughout the Program. Updates will also be handed out to Athletes at training.

**It is important that we have a valid email address and mobile number if possible for all parents/guardians. We collected many of these details at trials, however, wish to maintain a complete email register for regular updates (in addition to regular Program newsletters provided at training)**

### ATHLETE'S DETAILS:

Athlete's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone – Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Athlete's Email: \_\_\_\_\_

### PARENT/GUARDIAN DETAILS:

Parent/Guardian Name/s: \_\_\_\_\_

Telephone – Home: \_\_\_\_\_ Business: \_\_\_\_\_

Mobile/s: \_\_\_\_\_

Parent/Guardian Email Address/es: \_\_\_\_\_

\_\_\_\_\_

## CONFIDENTIAL MEDICAL REPORT

This report is intended to assist Volleyball Victoria staff/officials in supporting and caring for athletes in the case of any medical emergency. All information will be kept in confidence.

### **PERSONAL DETAILS:**

Athlete's Name: \_\_\_\_\_ Age Group: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent/Guardian Name/s: \_\_\_\_\_

Address: \_\_\_\_\_ Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone – Home: \_\_\_\_\_ B/H: \_\_\_\_\_

Name & Address of family doctor: \_\_\_\_\_

Doctor Telephone: \_\_\_\_\_ Do you have ambulance Cover? **YES / NO**

Medicare Number: \_\_\_\_\_

Private Health Insurance Fund: \_\_\_\_\_

Member Number: \_\_\_\_\_

### **MEDICAL CONDITIONS:**

Please name any medical or other condition which you/your child suffers which the staff needs to know about:

\_\_\_\_\_

Allergies to medication: \_\_\_\_\_

### **TETANUS IMMUNISATION:**

Last tetanus immunisation was on \_\_\_\_\_ if over 10 years since last immunisation, please circle if booster is to be arranged before departure: **YES / NO** Date: \_\_\_\_\_

### **MEDICATION:** (Prescription/Non-Prescription)

Do you expect you/your child to be taking medication at the time of travel? **YES / NO**

If YES, please state the following:

Name of Medication: \_\_\_\_\_ Dosage & Frequency: \_\_\_\_\_

Reason for taking: \_\_\_\_\_

It is generally recommended that all medication be handed over to staff prior to leaving. In certain circumstances we realise it is more suitable for the athlete to keep this medication with them.

Please circle which you would prefer: **ATHLETE TO KEEP / STAFF TO KEEP**

If medicine being retained by athlete is essential, we recommend spare medication be given to staff in case of loss or damage to athletes own supply.

Paracetamol (i.e. Panadol) is generally kept in First Aid Kits. Do you consent for you/your child being offered the recommended dosage of paracetamol if the staff considers it appropriate? **YES / NO**

Any late changes to the above information should be conveyed (preferably in writing) to staff prior to departure.

### **CONSENT TO MEDICAL ATTENTION**

Where the staff is unable to contact me, or it is otherwise impractical to contact me, I authorise the staff in charge to:

- (a) consent to my child receiving such medical or surgical attention as may be necessary by a medical practitioner, or
- (b) administer such first aid as the staff in charge may judge to be reasonably

Athlete's Signature: .....Date: .....2010

Parent/Guardian Signature: .....Date: .....2010