



AUSTRALIAN ICE RACING

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VISITING INTERNATIONAL SKATER POLICY AND APPLICATION FORM

Purpose

The purpose of this Visiting International Skater Application Form (**Form**) is to facilitate Visiting International Skaters (**VIS**) participating in club trainings and other activities conducted by Australian Ice Racing Limited (**AIR**) within Australia (**Relevant Activities**).

By signing this Form, you (the **Applicant**) agree to be bound by and comply with AIR's policies (as that term is defined in the AIR Constitution) including, but not limited to, the AIR National Integrity Framework and Codes of Conduct (**Policies**) in the same way that members of AIR are bound by and must comply with the AIR Policies. For clarity, VIS' will be required to meet and comply with the same standards of conduct as AIR members.

If a VIS wishes to participate in the Relevant Activities within Australia, they will be required to seek approval from AIR by sending this completed Form via email to generalsecretary@australianiceracing.org.

There will be no application fee to submit this Form.

Visiting International Skater

A VIS is defined as a skater who has previously represented another country in any international competitions and/or been given an AIR/ISU clearance to skate for another country other than Australia, and no release has been received from the other country back to Australia.

In accordance with the ISU Constitution and General Regulations, no athlete may be a member of 2 different ISU members and athlete can only represent one ISU member internationally. A VIS is therefore not eligible to be a member of AIR or any affiliated Member State or Club Member (as those terms are defined in the AIR Constitution) from the date of AIR's release to the relevant country if clearance was sought from AIR previously.

Insurance coverage

As a VIS is not a member of AIR, they will not be covered under AIR's insurance policies (including but not limited to its personal accident insurance or travel insurance) and must obtain their own insurance which must include all ice speed skating training and competition activities from time to time. AIR may, in its complete discretion, require that you show proof of adequate insurance coverage prior to approving this application.

Club Training and competitions

If AIR approves this application, the Applicant may participate in the Relevant Activities with any Clubs Members within Australia upon invitation from the relevant Club Member(s). Club Members will have absolute discretion regarding fees charged and any such fees will be borne by the VIS. However, any VIS will not be a member of the Club Member, a State Member or AIR.

A VIS can participate in Relevant Activities including club racing and State Championships representing a club from their ISU member federation. They can participate in the Australian Open Championships (and other events and competitions as determined by AIR from time to time) but clearance must first be obtained from their ISU Member Federation.

Entire Agreement

The terms and conditions contained in this Form (including the above terms, the Declaration, Applicant Details, Annexure A and Annexure B) (**Terms and Conditions**) constitute the entire agreement between the parties in respect to the Applicant's participation in the Relevant Activities and supersede all other agreements, understandings and representations and negotiations with AIR in relation to the same. To the extent that any clause of these Terms and Conditions is void or unenforceable it is severable and does not affect the remaining provisions of these Terms and Conditions.

DECLARATION

In consideration of AIR approving my participation in the Relevant Activities, I, the undersigned, confirm that I have read, understood, acknowledge and expressly agree to the Terms and Conditions. In addition, I agree to be bound by and to comply with the AIR Policies (including the Codes of Conduct in Annexure A) and I certify that the information supplied in this form is true and correct.

Signed:

Name:

Date:

Signature of Parent/guardian if Applicant is under 18

Signed:

Name:

Date:

NOTE: This form is necessary for participation in the Relevant Activities in Australia. Following the submission of this form, participation (or otherwise) of the Applicant will be confirmed by AIR.

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Applicant Details

Applicant's name: _____

If under 18, parent/guardian's name: _____

Current ISU Member: _____

Street Address in Australia: _____

Suburb: _____ State: _____ Postcode: _____

Gender: Male / Female (please circle) Date of Birth: _____

Email Address: _____ Mobile: _____

If under 18, parent/guardian's

Email Address: _____ Mobile: _____

Citizenship/Nationality: _____

Dual Citizenship, if any: _____

Dates of training in Australia: from _____ to _____

Last ISU competition attended representing current ISU member:

Name of the competition: _____ Place: _____ Date: _____

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Annexure A Athlete's Code of Conduct

1. Respect the rights, dignity and worth of others.
2. Be fair, considerate and honest in all dealing with others.
3. Be professional in, and accept responsibility for, your actions.
4. Make a commitment to providing quality service.
5. Be aware of, and maintain an uncompromising adherence to, the AIR's standards, rules, regulations and policies.
6. Operate within the rules of the sport including national and international guidelines, which govern the AIR Inc.
7. Do not use your involvement with the AIR to promote your own beliefs, behaviours or practices where these are inconsistent with those of the AIR.
8. Demonstrate a high degree of individual responsibility especially when dealing with persons under 18 years of age, as your words and actions are an example.
9. Avoid unaccompanied and unobserved activities with persons under 18 years of age, wherever possible.
10. Refrain from any form of harassment of others.
11. Refrain from any behaviour that may bring the AIR Inc. into disrepute.
12. Provide a safe environment for the conduct of the activity.
13. Show concern and caution towards others who may be sick or injured.
14. Be a positive role model.
15. Understand the repercussions if you breach, or are aware of any breaches of, this Code of Conduct.

Player/Participant Code of Conduct

1. Respect the rights, dignity and worth of fellow players, coaches, officials and spectators.
2. Refrain from conduct which could be regarded as harassment towards fellow players and coaches.
3. Do not tolerate acts of aggression.
4. Respect the talent, potential and development of fellow players and competitors.
5. Care for and respect the equipment provided to you as part of your program.
6. Be frank and honest with your coach concerning illness and injury and your ability to train fully within the program requirements.
7. At all times avoid intimate relationships with your coach.
8. Conduct yourself in a professional manner relating to language, temper and punctuality.
9. Maintain high personal behaviour standards at all times.
10. Abide by the rules and respect the decision of the official, making all appeals through the formal process and respecting the final decision.
11. Be honest in your attitude and preparation to training. Work equally hard for yourself and your team.
12. Cooperate with coaches and staff in development of programs to adequately prepare you for competition at the highest level.

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Annexure B Participation Terms and Conditions

The following participation terms and conditions apply to all Visiting International Skaters permitted to participate in the Relevant Activities with Australian Ice Racing Limited (AIR), and in the case of a child under 18, the parent or legal guardian of the Applicant. The terms and conditions must be accepted by the participant and (in the case of a child under 18) by the parent or legal guardian of the Applicant before the Applicant may be accepted as a Visiting International Skater (VIS).

1 In these terms and conditions:

"AIR" means Australian Ice Racing Limited.

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against an Ice Racing Organisation under any right expressly conferred by its constitution or regulation.

"Club" has the same meaning as in the AIR constitution.

"Ice Racing Activities" means performing or participating in any capacity in any authorised or recognised Ice Racing Organisation activity.

"Ice Racing Organisation" means and includes AIR, the State Members and Clubs where the context so permits, their respective directors, officers, members, servants or agents.

"State Member" has the same meaning as in the AIR constitution.

2 If my VIS application is accepted, I will be an AIR-approved VIS. I acknowledge that I will be bound by and agree to comply with the regulations, policies and codes of conducts of AIR and any Ice Racing Organisations with which I participate or am involved in any Ice Racing Activities.

3 **Warning:** Ice Racing Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during Ice Racing Activities including but not limited to over exertion, dehydration, collisions with other participants, being physically or mentally injured, impaired, maimed or killed and my property may be damaged, lost or destroyed. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Ice Racing Activities.

4 **Exclusion of Implied Terms:** I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Ice Racing Organisations (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Ice Racing Organisation will, at the discretion of the relevant Ice Racing Organisation, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

I have read and accept the following warning:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and

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- are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you.

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australia Consumer Law (Victoria) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Australian Consumer Law and Fair Trading Regulations 2012.

- 5 **Release and Indemnity:** In consideration of AIR accepting my VIS application I, to the extent permitted by law:
- release and will release the Ice Racing Organisations from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any Ice Racing Activities; and
 - indemnify and will keep indemnified the Ice Racing Organisations in respect of any Claim by any person arising as a result of or in connection with my participation in any Ice Racing Activities.
- 6 **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Ice Racing Activities. I will immediately notify AIR in writing either directly to AIR or through an Ice Racing Organisation of any change to my medical condition, fitness or ability to participate. I understand and accept that the Ice Racing Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- 7 **Medical Treatment:** I consent to receiving any medical treatment that an Ice Racing Organisation reasonably considers necessary or desirable for me during my participation in Ice Racing Activities. I also agree to reimburse the relevant Ice Racing Organisation for any costs or expenses incurred in providing me with medical treatment.
- 8 **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Ice Racing Activities. I acknowledge and agree that such photographs and electronic images are owned by AIR or an Ice Racing Organisation and that the Ice Racing Organisations may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Ice Racing Organisations using my name, image, likeness and also my performance in the Ice Racing Activities, at any time, by any form of media, to promote the Ice Racing Activities.
- 9 I agree that any photo(s) and/or video(s) taken by me (**Content**) are solely for my personal use. "Personal use" means the private, non-commercial use of the Content, including the display of the Content at various resolutions in combination with other materials such as a personal web page, the creation of printed materials containing the Content, and the use of the Content for reference, research, and any other private, non-commercial purposes.
- 10 I agree not to use or incorporate the Content in any materials, good, or services for which I charge or collect any fees, money or other consideration, either directly or indirectly through advertising, sponsorship, or otherwise. I agree not to use or incorporate the Content in any advertising or promotional materials.
- 11 While I may incorporate the Content into my own printed and electronic materials, I agree not to resell, license, or otherwise distribute the Content or derivative works of the Content on a "stand alone" basis (i.e., I will not distribute the Content apart from my own printed and electronic materials). I agree not to use any of the Content that contain recognizable persons, entities, or products in a manner which suggests their association with or endorsement of any product or service.

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- 12 I agree not to use the Content in any pornographic, defamatory, libelous, or other unlawful manner.
- 13 **Privacy:** I understand that the information I have provided in my VIS application is necessary for the objects of the Ice Racing Organisations. I acknowledge and agree that the information will be disclosed by an Ice Racing Organisation to AIR (or vice versa) and will only be used for the objects of the Ice Racing Organisations, Ice Racing Organisation general business and to provide me with Ice Racing services. I understand that I will be able to access the information through AIR. If the information is not provided my VIS application may be rejected.
- I acknowledge that the Ice Racing Organisations may also use my personal information for the purposes of providing me with promotional material from Ice Racing Organisation sponsors or third parties. I may advise AIR if I do not wish to receive from the Ice Racing Organisations, any sponsor or third party promotional material.
- 14 **Severance:** If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this declaration or affect the validity or enforceability of it in any other jurisdiction.
- 15 I have provided the information required by the VIS application and signed this declaration where required. I warrant that all information provided is true and correct. I acknowledge this declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by AIR.

Please submit completed application form with signed declaration via email to generalsecretary@australianiceracing.org