

BISFed Athlete License Eligibility Agreement

Eligibility Agreement

From 1 January 2019, an athlete wishing to participate in a BISFed-sanctioned competition will be required to hold an active Athlete Licence. The Athlete Licence will be obtained and paid for by the relevant BISFed member organisation to which the athlete belongs. In licensing the athlete, the BISFed member acknowledges that the athlete is aware and agrees with the terms set out in this eligibility agreement.

The Licenced Athlete agrees:

1. to be filmed, televised, photographed, identified and otherwise recorded during any BISFed Competition; and that my captured or recorded image, together with my name, likeness, voice, performance and biographical information, may be used in any content, format and through any media or technology whether now existing or created in the future, by BISFed and third parties authorised by BISFed (including BISFed members and partners) during and after BISFed Competitions, in perpetuity and without compensation (financial or otherwise), in relation to the celebration and promotion of BISFed Competitions, the Paralympic Movement and the IPC, in a commercial and non-commercial manner;
2. that all photographs and moving images taken by me at any BISFed Competition, including those of athletes competing within any official venue during these competitions, shall be used solely for personal and non-commercial purposes, unless prior written consent is obtained from BISFed;
3. to comply with the BISFed Code of Ethics, Boccia Classification Rules and any other rules or regulations that apply to my participation at a BISFed Competition. These documents may be amended from time to time and can be found on, or linked through, the BISFed website or can be obtained upon written request to BISFed's Headquarters and I understand that I am deemed to have read and understood them;
4. That my entries to BISFed Competitions may only be administered through my National Paralympic Committee (NPC) or, if applicable, my BISFed recognised Member (in either case as long as my NPC is not suspended as an IPC member);
5. to accept the criteria of eligibility, qualification and participation laid down by BISFed for the various BISFed Competitions;
6. to abide by the principles of fair-play and non-violence and to behave myself accordingly during BISFed Competitions;

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7. to comply with the BISFed Anti-Doping Code and, in particular not to take, possess or traffic any substance or use methods prohibited by the applicable World Anti-Doping Code Prohibited List. I also agree that antidoping organisations, law enforcement and border services agencies may share my personal information with BISFed to assist in the enforcement of the BISFed Anti-Doping Code and BISFed will be permitted to share relevant information with these third parties. I also agree to undertake the BISFed Anti-Doping Education Program as set out by BISFed;

8. not to participate or assist in any gambling or betting activities associated with any BISFed Competition or event. Specifically I will not bet on myself, my team or any competitor or opponent (whether to lose or win); I will prevent members of my family or friends from doing so; I will not share any performance information relating to competitors taking part in a BISFed Competition or event with anybody; and I will never accept money or any benefit in return for influencing the outcome of an event;

9. to abide by all BISFed rules and regulations for advertising, sponsorship display, propaganda and manufacturer trademarks on clothing and equipment for BISFed Competitions; and

10. that if I am a minor or lack legal capacity in accordance with the laws applicable in my country of residence at the date of acquiring my BISFed athlete license, in order to enable the validation and confirmation of my participation in BISFed Competitions, I hereby acknowledge that I must comply with the specific laws and regulations applicable to the participation of minors or those lacking legal capacity in BISFed Competitions.

COLLECTION OF PERSONAL DATA

In relation to personal data, the Licenced Athlete further agrees as follows:

I confirm that the information about myself which I have provided in the BISFed Platform (Personal Data) is true, complete and accurate. In accordance with the data protection laws applicable to the BISFed Competition, I acknowledge that:

1. my Personal Data is being collected by my NPC and/or BISFed member and Local Organising Committees (LOCs) and that such Personal Data is being stored and used by my NPC and/or my BISFed member and LOCs (including being transferred to or stored on BISFed's secure owned or contracted servers), and the responsible host government, law enforcement, border services and security agencies and similar organisations authorised by BISFed (Third Parties) for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organising BISFed Competitions;

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2. my Personal Data, potentially including relevant sensitive personal data, is being transferred to Third Parties, and is being processed as necessary in order to grant me accreditation for BISFed Competitions;

3. BISFed, LOC and Third Parties, may share amongst themselves my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the BISFed Competition provisions, rules or by-laws; and

ACCESS OF PERSONAL DATA

I understand that I have a right to access and correct the Personal Data that BISFed holds about me under data protection law by contacting my NPC or BISFed member who will, if required, contact BISFed. I also understand that I may withdraw this agreement at any time which will result in me no longer being eligible to compete in BISFed Competitions.

ACCEPTANCE OF SPORTS TECHNICAL SUPREME AUTHORITY

I recognise and accept that the sports technical rules, (being all rules which relate to competition and field-of-play) and classification rules, for my sport during any BISFed Competition are under the authority of BISFed and that any disputes which arise shall be resolved by BISFed, whose decision on such matters is final and enforceable. I acknowledge and accept that decisions relating to the sports technical and/or classification rules are not subject to further appeal beyond the decision made in the sport-specific appeal processes as set out in the respective sports technical and/or classification rules and regulations applicable to the respective BISFed Competition for which I am competing. I shall not institute any claim, arbitration or litigation, or seek any other form of relief in any other court or tribunal in relation to such decisions.

ACCEPTANCE OF BINDING ARBITRATION

I agree that any dispute outside the realm of the sport technical and/or classification rules arising during the Term of my Athlete Licence (where no other applicable final dispute resolution procedure is set out) shall be submitted exclusively to an independent panel determined by BISFed. The language of the proceedings shall be English. The decisions of the BISFed-determined independent panel are final, non-appealable and enforceable. I hereby waive my right to institute any claim, arbitration or litigation, or seek another form of relief in any other court or tribunal.

DISCIPLINE

I understand that my failure to adhere to any of the terms set out in this Agreement will result in disciplinary action as determined by BISFed.

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ACCEPTANCE OF RISK AND RELEASE OF CLAIMS

I acknowledge that I participate in BISFed Competitions at my own risk; I will take all reasonable measures to protect myself and other competitors, officials and spectators from suffering injury or other harm. I also acknowledge that I am responsible for all equipment, adaptive equipment and property I bring on to all BISFed Competition venues and sites and that the LOC and BISFed accept no responsibility for loss or damage to, or arising from, such equipment, adaptive equipment or property.

I release the LOCs, BISFed and their respective executive members, directors, officers, employees, volunteers, contractors and agents, from any liability (to the extent permitted by law) for any loss, injury or damage suffered by me in relation to my participation in any BISFed Competitions.

GOVERNING LAW

The laws of England govern this Agreement.