

## SLABBFA National Team Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of September 1, 2019 (the "Effective Date"), is by and between The Saint Lucia Amateur Bodybuilding Fitness Association (SLABBFA) having its principal office at Marisule, and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and The Saint Lucia Amateur Bodybuilding Fitness Association (SLABBFA) may be collectively referred to herein as the "Parties" and each individually as a "Party."

### Recitals

1. SLABBFA is the national governing body for the sport of Body building in the St. Lucia in accordance with its mandate and constitution. (the "Act"). As the national governing body, SLABBFA is responsible for developing elite athletes with the goal of winning at competitions. As part of that mission, SLABBFA has developed an Athlete Agreement program to support athletes who have demonstrated the capability to be elite international athletes with the potential to win medals in international competition.

2. I, the Athlete, desire to be a member of SLABBFA and participate in the Athlete Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the Parties agree as follows:

### Agreement

#### I. Obligations of Athlete.

Athlete agrees to perform the following duties and obligations:

1. **SLABBFA Membership and Eligibility.** Athlete is and shall remain a member in good standing with SLABBFA throughout the term provided that all membership fees are paid in full. Athlete shall remain eligible to compete in international competitions.
2. **Ambassador of the Sport.** Athlete shall be a representative of SLABBFA and conduct themselves in a manner which upholds the name, reputation and goodwill of SLABBFA as the National Governing Body for the sport of body building in the St. Lucia. Sportsmanlike conduct is defined as, but is not limited to: respect for opponents, competition officials, employees, the public; respect for facilities, privileges and operating procedures; the use of courtesy and good manners; acting responsibly and maturely; refraining from the use of profane or abusive language; and abstinence from illegal and banned drugs. Athlete conduct must not reflect poorly upon or bring discredit to SLABBFA, its athletes, its coaches or its events and programs.
  - a. Athlete conduct extends beyond actions on the field of play, including but not limited to actions/posting/images disseminated in the public domain.
  - b. Any public communication by Athlete via the Internet or via social media must be appropriate as a member of SLABBFA.
3. **Code of Conduct.** Athlete shall sign and abide by the current SLABBFA Code of Conduct attached as Addendum A. The Code of Conduct is incorporated into this Athlete Agreement.
4. **Training.** Unless otherwise agreed by SLABBFA in writing, Athlete shall train for peak performances at key national and international events held during the Term. This includes

participating in all organized activities and required agendas, including camps, to which the Athlete is assigned. Athlete's training shall be in accordance with his/her Athlete Training Plan. In preparation for regional and international events athletes must attend all organized training sessions including all posing sessions. Should an athlete be unable to attend a valid excuse must be provided to the Executive. However, should an athlete miss three (3) sessions they may be dropped from the team.

5. **Competition.** Athlete shall perform to the best of their ability when participating in national, regional and international competitions which Athlete is assigned by SLABBFA and shall participate for the full duration of the event. Unless excused in writing by SLABBFA, Athlete shall attend all events identified in Addendum A. At all competitions at which Athlete represents SLABBFA, Athlete shall meet the weight class in which Athlete is scheduled to compete. In the event Athlete fails to make weight at a competition, whether held in the St. Lucia or a foreign country, athlete shall be subject to the following penalties;
  - a. Dismissal from trip and liability for reimbursement of all travel expenses for said competition paid on Athlete's behalf by SLABBFA including transportation, per diem and housing.
  - b. Athlete stipend reduction and/or forfeiture.
6. **Commitment to Train for and Participate in events.** Athlete commits to SLABBFA that it is his/her intention to train for all events assigned and registered for barring injury, Athlete fully intends to compete.
7. **Travel.** Athlete shall have a valid, current passport and the necessary visas where required. Athlete shall also maintain current passport style photos for use by SLABBFA in applying for visas. Athlete agrees to meet all travel schedules set by SLABBFA and understands that changes may only be made with approval from SLABBFA. Athlete is financially responsible for any additional expenses resulting from changes made by Athlete to travel arrangements or not having the required documentation. Please note the Association will meet travel expenses for the agreed route where all the required travel documents (passport & visa) are mandatory. Should an athlete have to be routed through another way due to the lack of the required documents, the additional expense will be borne by the Athlete. Athlete will also be financially responsible for all their meals and other personal expenses.
8. **Team Policies.** The following guidelines are to be strictly observed by Athlete during all competitions, training camps, Athlete developmental programs, seminars, or other SLABBFA designated activities and functions:
  - Athlete is subject to a 10:00 p.m. curfew, unless changed by National Team Staff. Athlete must remain with the team at all times. Should an athlete wish to venture out permission must be obtained from the coach
  - Absolutely no alcohol is permitted. From the time you get on the plane to travel to the event to the time you arrive back home. Alcohol is not permitted.
  - Absolutely no performance-enhancing drugs or stimulants or recreational drugs are permitted
  - Hazing and/or sexual harassment of any nature are not permitted in any form or fashion
  - Abiding by the weight issues policy  
  - Athletes are required to make weight at official weigh-in.
  - Neither family, friends, personal coaches nor other visitors are permitted to linger on the team floor or be in team members' rooms or the competition areas.
  - Only National team coaches, staff and athletes are permitted at team meetings, team meals, training sessions and competitions. Visitors are welcome to attend competitions and support the national team from designated spectator areas.
  - If team members wish to spend any team designated free time with family or friends, they need to seek approval from the Head Coach, as meals, transportation and other activities may have already

been planned and paid for.

- Athletes shall sleep in the room assigned to them by National Team Staff, except in the case that athletes have made their own arrangements.
- Athletes are not permitted in teammates' hotel rooms of the opposite gender.
- Only national team coaches, staff or other national team members shall be permitted to warm up athletes during competitions

9. **Injuries.** Athlete shall promptly notify SLABBFA in writing of any injury that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including, without limitation, notifying the executive of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within forty-eight hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services. Upon such notice, and/or at the Association's request, Athlete shall execute and deliver to SLABBFA such forms as are required to evidence Athlete's condition and medical attention and/or health care services received by Athlete.
10. **Medical.** Should an athlete be injured, the athlete may be required to report to the SLABBFA medical doctor to determine if the athlete has medical reasons to forego any planned National Team event in which Athlete has been selected to compete. Athlete shall comply with the full rehabilitation process as prescribed by SLABBFA medical doctor agreed upon rehabilitation services.
11. **Anti-Doping.** Athlete pledges to not use any chemicals, drugs or other banned substances and shall comply with all anti-doping policies, procedures and protocols of World Anti-Doping Agency (WADA). Should any athlete fail a drug test the athlete is required to reimburse the Association all monies spent including but not limited to airfare, accommodation and registration fees etc.
12. **Hazardous Activities.** Athlete acknowledges and agrees that Athlete's participation in other sports or hazardous activities may impair or destroy Athlete's ability and skill as a body building athlete. Accordingly, Athlete agrees that Athlete will not engage in sports or activities which could endanger Athlete's health or safety (including, but not limited to, boxing, wrestling, motorcycling, moped riding, auto racing, sky diving, bungee jumping, water or snow skiing, snowboarding, water skiing and hang gliding); and that, except with the prior written consent of Association. Nothing contained herein, however, shall be intended to require Athlete to obtain the written consent of SLABBFA in order to enable Athlete to participate in, as an amateur, the sport of golf, tennis, handball, swimming, hiking, softball or other "recreational" activities.
13. **Use of Image.** Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the SLABBFA's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the SLABBFA, under the conditions specified by the SLABBFA (the "Footage"). Athlete grants to SLABBFA the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion the sport of taekwondo, provided that, in no event may the SLABBFA use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.
14. **Promoting of the Team**
  - a. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by SLABBFA, to promote a competition in which Athlete is

participating.

b. Appearances for SLABBFA. Athlete agrees to make two (2) personal non-commercial appearances for SLABBFA without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.

c. Autographed Items. Athlete shall autograph up to 25 non-sponsor branded items, provided by SLABBFA at its expense, which SLABBFA may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.

d. Promotional Efforts. Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote SLABBFA collaboratively and in good faith. With respect to Facebook, Twitter and other social media applications that may develop, Athlete agrees to list SLABBFA as a friend and to include the SLABBFA logo in appropriate places.

15. **Athlete Personal Sponsors.** Athlete may not use or authorize the use of the SLABBFA's intellectual property, including use of photographs, films or videos of Athlete in SLABBFA apparel or equipment, or the marks and logos of the SLABBFA, or terms containing national team without the express written permission of SLABBFA.
16. **Team Apparel.** Athlete will wear designated SLABBFA apparel at all official Team functions and events, and will not conceal or cover-up any SLABBFA sponsor, supplier or licensee brand or other identification appearing on SLABBFA apparel. Team apparel issued by SLABBFA may not be sold or traded until after new apparel is issued or the Athlete's Term with SLABBFA has expired and will not be renewed. No other logos are permitted on Team Uniform: Athlete is not permitted to add to the official National Team uniform any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver.

## II. Obligations of SLABBFA.

SLABBFA agrees to perform the following duties and obligations:

1. **Respect for Athlete's Training.** In carrying out its duties and activities under this Agreement, SLABBFA shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
2. **Use of Image.** In no event will SLABBFA use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.
3. **SLABBFA Support Staff.** SLABBFA, through its office staff, shall be available to Athlete to coordinate all Athlete activities, including programs.
4. **Travel Expenses.** SLABBFA will provide funding to all designated authorized events. 100% of travel expenses including airfare, hotel accommodations and transportation, will be the responsibility of the ASSOCIATION.
5. **SLABBFA Sponsors.** Athlete is strongly encouraged, but not required, to support or sign with SLABBFA sponsors.
6. **Corporate Sponsor Networking Events.** SLABBFA shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.
7. **Athlete's Personal Endorsements.** SLABBFA shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give SLABBFA right of first refusal for any of SLABBFA's sponsors regarding a personal contract with individual Athlete.
8. **Agents.** SLABBFA shall not prevent Athlete from hiring or retaining an agent.

9. **Team Apparel.** If and when Athlete is invited or assigned by SLABBFA to participate in national or international competitions or activities SLABBFA will provide Athlete with Team apparel if possible.
10. **Personal Performance Gear.** SLABBFA will not prevent athlete from using personal performance gear, as defined by the constitution, of his/her choice in competitions and training. Further, SLABBFA shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant IOC or World bodybuilding Federation rules regarding size and placement.

### III. Additional Terms of Agreement

1. **Term.** This Agreement shall commence as of the Effective Date and shall continue through and include December 31, 2020, unless earlier terminated as set forth in Section III., 4.
2. **Suspension or Dismissal.** Failure to comply with any of the contract provisions may lead to disciplinary action against Athlete as solely determined by Team Management, i.e., coaches, medical and administrator. This is not a system of progressive discipline. Nothing herein shall require SLABBFA to impose any one of the penalties prior to the institution of a more severe penalty. SLABBFA, in its sole discretion, shall select the penalty appropriate to the particular violation of the contract. Any action taken shall be applied fairly and equitably to all parties involved. Athletes do have a right to a hearing if they so desire. The disciplinary action taken can include:
  - a. Verbal warning and written warning.
  - b. Repayment of all cost associated with competition
  - c. Suspension from team or competition.
  - d. Dismissal from the team trip or training camp. All costs in returning a dismissed athlete home will be the sole responsibility of the athlete.
  - e. Athlete stipend reduction and /or forfeiture
  - f. Elimination from future SLABBFA events
3. **Suspension of Activities.** SLABBFA acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than one (1) week, Athlete acknowledges and agrees that SLABBFA may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of SLABBFA to continue the benefits while Athlete is not training.
4. **Dispute Resolution.** The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws of SLABBFA. In the event that the Parties cannot resolve a dispute, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the IOC.
5. **Legalities**
  - a. Nature of the Parties Relationship. It is expressly understood and agreed that, in the performance of this Agreement, SLABBFA and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.
  - b. Intellectual Property and Ownership. Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to SLABBFA's trademarks, or in or to any copyright or other right in and to SLABBFA's materials. Likewise, nothing contained herein will be construed as an assignment or grant to SLABBFA of any right, title or interest in or to Athlete's image and personality rights.

c. Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the St. Lucia Postal Service, by first class mail, addressed to the recipient at the Athlete's address set forth below.

d. Force Majeure. If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

e. **Entire Agreement.** This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

f. **Waiver.** A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

g. **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

h. **Governing Law.** The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of St. Lucia.

### Personal Information and Signature Section

The signatures of the parties below indicate their willingness to be bound by the terms of this agreement.

Name \_\_\_\_\_

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Age \_\_\_\_\_

Weight \_\_\_\_\_ Height \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **ADDENDUM A**

### **SLABBFA Code of Conduct**

*The following guidelines are to be strictly observed by Athlete during all competitions, training camps, Athlete developmental programs, seminars, or other SLABBFA designated activities and functions:*

- Athlete is subject to a 10:00 p.m. curfew, unless changed by National Team Staff. Athlete must remain with the team at all times. Should an athlete wish to venture out permission must be obtained from the coach
- Absolutely no alcohol is permitted. From the time you get on the plane to travel to the event to the time you arrive back home. Alcohol is not permitted.
- Absolutely no performance-enhancing drugs or stimulants or recreational drugs are permitted
- Hazing and/or sexual harassment of any nature are not permitted in any form or fashion
- Abiding by the weight issues policy of being no more than
- Athletes are required to make weight at official weigh-in.
- Neither family, friends, personal coaches nor other visitors are permitted to linger on the team floor or be in team members' rooms or the competition areas.
- Only National team coaches, staff and athletes are permitted at team meetings, team meals, training sessions and competitions. Visitors are welcome to attend competitions and support the national team from designated spectator areas.
- If team members wish to spend any team designated free time with family or friends, they need to seek approval from the Head Coach, as meals, transportation and other activities may have already been planned and paid for.
- Athletes shall sleep in the room assigned to them by National Team Staff, except in the case that athletes have made their own arrangements.
- Athletes are not permitted in teammates' hotel rooms of the opposite gender.
- Only national team coaches, staff or other national team members shall be permitted to warm up athletes during competitions.