



Equestrian Western Australian Incorporated.

ABN: 53 591 481 584

Policy:	Code of Conduct – High Performance Programme Members
Policy Area:	Board & Governance Policies
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Equestrian WA State Squad Athlete Agreement

I understand that as a member of an Equestrian WA Squad I must:

1. Abide by the principles of the FEI Code of Conduct for the Welfare of the Horse
2. Treat participants, coaches, officials, organizers and spectators with understanding of the EWA Member Protection Policy
3. Work towards the attainment of my full potential in the sport
4. Comply with the training requirements of the EWA High Performance Pathway as specified by the EWA High Performance Manager & Coaches and accept and respond in a positive manner to the EWA coaches direction and feedback
5. Wear the official EWA designated uniform when at official Squad training clinics, workshops, or other designated Squad activities
6. Clear any media contact which may impact upon the reputation or image of Squads, or sponsorship for State teams with the EWA High Performance Manager
7. Comply with WADA and EA's Anti-Doping Policy for horse and rider

My aim is to represent WA at National level. I understand that this will be at my own expense.

I have read the above Athlete Code of Conduct and agree to comply with its directions.

Name - _____

Signed - _____

Dated - _____

Signature of Guardian/Parent: _____

Date: ___/___/___
(if rider under 18 years of age)

SIGN, DETACH AND RETURN COPY TO EWA

1.0 Athletes Obligations

1.1 Commitment to Programme

The Athlete and nominated Horse shall undertake the High Performance Programme with the effort to achieve and maintain standard of International excellence in the sport.

1.2 Attendance at Training clinics and Workshops

The Athlete and nominated Horse, shall endeavour to attend all training clinics and workshops as specified in the High Performance Programme unless excused in written form by the High Performance Manager a minimum of 7 days in advance of the clinic.

1.3 Official Squad Apparel

The Athlete shall wear the stated Official Squad Uniform at all training clinics and workshops. Elite athletes with personal sponsors may wear their sponsor's logo (s) on the sleeve of their Squad shirt only on condition it does not breach current EWA Sponsorship protocol and practices.

1.4 Programme Preparation

The Athlete and nominated Horse shall comply with all lawful and reasonable direction of the EWA and the High Performance Manager relating to preparations for training clinics, workshops and competition, inclusive of communication, fitness of the named Athlete and equine athlete, and uniform requirements

1.5 FEI Code of Conduct for the Welfare of the Horse

The Athlete shall, above all else, abide by the principles outlaid in the FEI Code of Conduct for the Welfare of the Horse

1.6 Obey Reasonable Directions

The Athlete shall obey all lawful and reasonable directions of the EWA or EWA staff

1.7 Fitness

The Athlete shall complete all avenues necessary in attaining and maintaining levels of health and fitness, for both themselves and the nominated Horse, so as to comply with the provisions of this Agreement and to allow full completion of the requirements of the Programme

1.8 Illicit Drug and Alcohol Testing

The Athlete and nominated Horse shall abide by the Equestrian Australia's National Anti-Doping policy

1.9 Residency

The Athlete and nominated Horse shall reside in Western Australia. The Athlete must have valid Australian Citizenship. If the Athlete, or nominated Horse, does not reside in Western Australia at any stage during the Term, the Athlete shall:

Shall submit to the EWA High Performance Manager quarterly a report, in the specified manner outlined by the High Performance Manager, prepared in consultation with the Athlete's Coach specifying the status of the Athlete and nominated Horse's competition and training performances in addition to an opinion from the Athlete's Coach as to whether the Athlete and nominated Horse are fulfilling the requirements of the Programme.

Combinations travelling Interstate or International for the purpose of training and/or competition will be commended for their efforts and should they represent EWA at the standard required shall remain listed to the squad. However in their absence a reserve combination will be invited to attend training clinics and workshops. If there is an extended absence interstate or international with the squad member training or competing. The state selectors may nominate another combination to attend training clinics and workshops in their place on a consistent basis. Athletes in this position will not forfeit their squad position however will be listed to the squad in a holding capacity for the duration of their absence.

2.0 **Restrictions on Use of Image**

2.1 **Not conflict with EWA High Performance Pathway or EWA Corporate Partners or prejudice EWA**

- 2.1.1 Would not be prejudicial to the interests of EWA, or which may bring the Sport into disrepute
- 2.1.2 Would in no way conflict with or in any way prejudice the name, reputation, image, products or services of any Corporate Partner of EWA
- 2.1.3 The Athlete agrees that EWA may nominate persons, corporations, or entities who make substantial contributions to the EWA to be its Corporate Partners from time to time

2.2 **Athlete's consent to use of image by the EWA**

The Athlete acknowledges the EWA may utilize any image of themselves both in training and competition for promotion of the High Performance Pathway and the Squad programme therein

2.3 **Promotion and Publicity**

The Athlete acknowledges that the EWA may use any image to promote the High Performance Pathway and the Squad programme, and agrees to publicly promote the Squad programme and assist the EWA in promotion of the Squads within the community

2.4 **Intellectual Property**

All images taken by EWA staff are considered intellectual property of the EWA

3.0 **Injury / Illness**

- 3.1 The Athlete shall, at earliest indication of injury or illness of themselves and/or the nominated Horse, and should the injury or illness appear to affect their competition and or training programme, notify the High Performance Manager upon receipt of a vet or medical certificate with given indication as to the length of time the injury or illness of Athlete or Horse may be affected for
- 3.1.1 Should an injury or illness of Athlete or nominated Horse occur less than 24 hours to a listed training clinic or workshop, the Athlete must contact the High Performance Manager first by phone and followed in writing, stating the known extent of the injury or illness at that time and what recourse is being and/or will be conducted

- 3.1.2 Should it become known, upon observation of a Doctor or Veterinarian, the extent of the illness or injury may impact the training and competition of the Athlete or Horse for a term longer than 2 (two) months, or 60 days, in length, the combination may be deferred from its position on the listed Squad until the Athlete or Horse begins training again
- 3.1.3 Upon commencement of training and/or competition following the period of injury or illness, the Athlete must notify the High Performance Manager in writing if they wish to uptake their held Squad position

4.0 Best Endeavours

All parties listed to this Agreements shall utilize their best endeavours, in regards to any incidence or thing directly within their control, to bring about compliance with all provisions listed to this Agreement

5.0 Dispute Resolution

- 5.1 The Athlete acknowledges that all dispute resolution matters are to be kept confidential
- 5.2 The Athlete acknowledges that all disputes arising from this Agreement are to be forwarded to the Chief Executive Officer of the EWA
- 5.3 The Athlete acknowledges that the Chief Executive Officer of the EWA may request the High Performance Manager and/or the State Selection Panel to review and give consideration to any dispute arising out of this Agreement
- 5.4 The Athlete acknowledges that all resolutions are considered final

6.0 Indemnity

The Athlete agrees to:

- 6.1 Indemnify and hold harmless EWA to the full extent allowed by law from all claims and demands of every kind including, but not limited to, negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Athlete or nominated Horse during the Term howsoever caused
- 6.2 Irrevocably releases the EWA, to the full extent allowed by law, from all claims and demands of every kind including, but not limited to, negligence and break of contract arising from or in conjunction with any damage, injury, or loss or the Athlete or nominated Horse during the Term howsoever caused

7.0 Breach of Agreement or Code of Conduct

7.1 Minor Breach or Misconduct

This Agreement may be terminated or the services or support by the EWA pursuant to the Agreement may be suspended in whole or in part for such a period as the Chief Executive Officer determines:

- 7.1.1 If the Athlete is in breach of any of the stated Athlete obligations of this Agreement or Code of Conduct herein, and the breach continues for a period of twenty-one (21) days after notice in writing by EWA to the Athlete requiring the breach to be remedied

7.1.2 Subsequent to 7.1.1, the Athlete must meet with a member of the State Selection Panel or other mentor deemed appropriate for counsel. If the Athlete in question is under the age of consent, a parent or guardian of the Athlete must also be in attendance at this meeting

7.1.3 If disputing a minor breach, the Athlete must notify the CEO of the EWA, in writing, within 7 days in order to determine appropriate resolutions without prejudice

7.2 **Serious Breach or Misconduct**

This Agreement may be terminated immediately. The services and support of the EWA pursuant to this Agreement will be terminated immediately and with written notice sent to the Athlete within seven (7) days of the breach occurring. If in the reasonable opinion of the Chief Executive Officer the Athlete has:

7.2.1 Failed to comply with ASADA Doping requirements or the EA Anti-Doping Policy

7.2.2 Been guilty of such conduct or misconduct which, in the reasonable opinion of CEO of the EWA and the Disciplinary Panel may injure the reputation of the EWA, or the Sport; or

7.2.3 Disobeyed any reasonable lawful request by the EWA, the High Performance Panel or the State Selection Panel in relation to the carrying out of the Programme

7.2.4 Participated in any activity or used any substance prohibited by law; or

7.2.5 Displayed intentional disregard for the FEI Code of Conduct for the Welfare of the Horse

In the case of a Serious Breach or Misconduct, the Chief Executive Officer must be notified within seven (7) days of the breach. From that point the EWA Disciplinary Panel will meet to discuss, in confidence, the breach and Athlete in question.

The Athlete will be expected to attend.

8.0 Notices

8.1 The Athlete acknowledges that information pertaining to this Agreement and the Squad Programme may be distributed via post, email, and/or text message. It is the Athlete's responsibility to ensure the correct address/mobile number is supplied and to notify the EWA High Performance Manager immediately should this information change

8.2 The Athlete acknowledges their responsibility to check, at least once weekly, their email account, the weekly EWA Email Blast, and the EWA website for updates relating to the EWA High Performance Pathway

8.3 The Athlete must notify the High Performance Manager no less than 7 days in advance of any official Squad training day or workshop should they become unable to attend. This notification must be given in writing via email and with reason.

8.4 Should extenuating circumstances occur, such as illness of the Athlete occurring less than 72 hours before the event, the Athlete should make every effort to contact the EWA High Performance Manager to notify of their absence. Should their horse become lame or ill and thus unable to participate in training, it is expected that any State Young Rider Squad member must attend the clinic regardless in an unmounted capacity

9.0 Definitions

- 9.1 **Chief Executive Officer (CEO)** means the person designated as such by the EWA from time to time or any person designated by the CEO to act on his/her behalf
- 9.2 **High Performance Manager (HPM)** means the person designated as such by the EWA or any other person appointed by the EWA from time to time
- 9.3 **High Performance Pathway** is the athlete development pathway laid out by EWA and inclusive of all EWA designated Squads and listed Athletes
- 9.4 **Coach** means the person or person(s) specified in the Program as the Coach of the Athlete
- 9.5 **Training Clinic (s)** means any period of time at any venue as determined by the High Performance Manager where the Athlete and nominated Horse are required to attend for the purpose of training, practising, or preparing for the Sport
- 9.6 **Workshop (s)** means any period of time at any venue as determined by the High Performance Manager where the Athlete is required to attend, unmounted and in uniform, for the purpose of educational preparation for the Sport
- 9.7 **Sport** means one of the four equestrian disciplines (Dressage, Eventing, Jumping, or Show Horse) as supported by the EWA
- 9.8 **Corporate Partner (s)** means any business or corporation associated with EWA
- 9.9 **‘Agreement’** means the agreement as comprised by the Athlete Agreement, Code of Conduct, Schedule and the stated Terms and Conditions herein
- 9.10 **Nominated Horse** means the horse, as nominated by the Athlete or Selection Panel, in which the Athlete is to attend all training clinics with
- 9.11 **Athlete** means the person, as nominated by the Selection Panel, and whom the EWA Agreement is with
- 9.12 **EA Anti-Doping Policy** means the anti-doping policy as found on the EA website:
www.equestrian.org.au
- 9.13 **ASADA** means the Australian Sport Anti-Doping Agency
- 9.14 **WAIS** means the West Australian Institute of Sport
- 9.15 **High Performance Panel (HPP)** means the Panel of appointed representatives for the sports of Eventing, Jumping, Dressage, Show Horse, Para-Equestrian, WAIS, NCAS and the EWA High Performance Manager, whose role is to guide the High Performance Pathways and all directives therein