

# IWBF Athlete Agreement

between the  
**International Wheelchair Basketball Federation (“IWBF”),**  
and

<b>Surname, Name:</b>	
<b>Date of birth:</b>	
<b>Nationality:</b>	

(the “Athlete”, together with the IWBF the “Contracting Parties”).

In order for the Athlete to be eligible to participate in IWBF Competitions (subject to eligibility requirements of the respective competitions as set out in the relevant regulations), and in consideration of IWBF’s acceptance of such participation, the IWBF and the Athlete agree as follows:

## 1. Legal Framework

- 1.1. The Contracting Parties recognise as binding for them and undertake to comply with
  - the IWBF Statutes,
  - the IWBF Regulations as contained in the IWBF Official Handbook
  - and any other rules and regulations that apply the Athlete’s participation in a IWBF Competition,each as amended from time to time. This legal framework serves to ensure a fair and equitable exercise of wheelchair basketball. The Athlete also agrees to the powers of the IWBF’s bodies as set out in the above-mentioned documents, and subjects himself/herself to their sanctioning powers.
- 1.2. The aforementioned regulations are available on the IWBF website.

## 2. Responsibilities of the Athlete

- 2.1. The Athlete accepts the criteria of eligibility, qualification and participation laid down by the IWBF for the respective IWBF Competition in which the Athlete participates or seeks to participate.
- 2.2. The Athlete recognizes that he/she is a role model for the sport and thereby abides by the principles of fair play and non-violence and undertakes to behave appropriately during IWBF Competitions.
- 2.3. The Athlete shall comply with the IWBF Internal Regulations Governing Anti-Doping (as amended from time to time). In particular, the Athlete shall not to take, possess or traffic any substance or use methods prohibited by the applicable World Anti-Doping Code Prohibited List. In this context, the Athlete agrees that anti-doping organisations, law enforcement and border services agencies may share his/her personal information with the IWBF to assist in the enforcement of the IWBF Internal Regulations Governing Anti-Doping.

- 2.4. The Athlete shall not participate or assist in any gambling or betting activities associated with any IWBF Competition. In particular, the Athlete will not bet on himself/herself, his/her team or any competitor or opponent.
- 2.5. The Athlete shall abide by all IWBF rules and regulations regarding advertising, sponsorship display, propaganda and manufacturer trademarks on clothing and equipment for IWBF Competitions.

### **3. Responsibilities of the IWBF**

- 3.1. The IWBF provides the framework for IWBF Competitions, promotes the sport of wheelchair basketball and organises wheelchair basketball competitions.
- 3.2. The IWBF is committed to ensuring sufficient participation by athletes in its decision-making.
- 3.3. The IWBF strives to raise funds in order to support the worldwide development of wheelchair basketball.
- 3.4. The IWBF will notify the Athlete of any changes to the legal framework (see clause 1 above) by uploading any amended version to its website.

### **4. Image Rights**

In order for the IWBF to be able to further the endeavour of raising funds for the support of wheelchair basketball, the Athlete agrees

- 4.1. to be filmed, televised, photographed, identified and otherwise recorded during any IWBF Competition;
- 4.2. that his/her captured or recorded image (including photo or video), together with his/her 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 the IWBF and third parties authorised by the IWBF (including IWBF members and partners) during and after IWBF Competitions, in perpetuity and without compensation (financial or otherwise), in relation to the celebration and promotion of IWBF Competitions, the Paralympic Movement and the IWBF, in a commercial and non-commercial manner;
- 4.3. that all photographs and moving images taken by the Athlete at any IWBF Competition, including those of athletes competing within any official venue during these competitions, shall be used by the Athlete solely for personal and non-commercial purposes, unless prior written consent is obtained by the Athlete from the IWBF.

### **5. Term and Termination**

- 5.1. This Agreement commences on the date of signature (see below) and continues, unless specified otherwise, in full force and effect until the Athlete ceases to compete in IWBF Competitions.
- 5.2. The IWBF shall have the right to immediately terminate this Agreement (or, at the IWBF's choice, suspend any or all benefits to the Athlete hereunder), should the Athlete plead guilty or be adjudicated guilty of a doping offense or a crime involving the use, possession, or distribution of a controlled substance, whether or not the same is included on the WADA list of prohibited substances.
- 5.3. Both Contracting Parties may terminate this Agreement at any time with just cause.

## 6. Exclusion of Liability

Subject to the IWBF's liability for unlawful intent or gross negligence, which remains unaffected, the Athlete herewith irrevocably releases and waives all claims he/she has or may have against the IWBF, IWBF associated sponsors, suppliers and promoters (and their respective members, directors, officers, employees, volunteers, contractors or agents) for any loss, injury or damage that the Athlete may suffer in connection with any participation or non-participation in IWBF Competitions.

## 7. Data protection

The Athlete herewith consents to the processing of the Athlete's personal data in accordance with the IWBF Privacy Policy, as available on the IWBF's website (link: <https://iwbf.org/privacy-policy/> ). This consent applies, in particular, to the processing of personal data concerning the Athlete's health and to the transmission of certain personal data to the IWBF's national member federations, the relevant National Paralympic Committee, and the International Olympic Committee, all as detailed in the IWBF Privacy Policy.

## 8. Miscellaneous

- 7.1. Nothing in this Agreement is intended to nor should it be construed to create an employer/employee relationship between IWBF and the Athlete.
- 7.2. This Agreement shall be construed pursuant to the laws of Switzerland without reference to principles governing choice or conflicts of laws.
- 7.3. Should this Agreement or any provision hereof be invalid or unenforceable, the Contracting Parties shall then negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that most closely resembles the rationale of the initial provision.
- 7.4. This Agreement (together with its Annex 1 and the documents this Agreement refers to) shall constitute the entire agreement between the Contracting Parties and shall supersede all prior agreements between the Contracting Parties relating to the subject matter, whether written, oral or otherwise.

**For the Athlete:**

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Date, Place

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Signature

**For the IWBF:**

1 October 2021,  
Mies, Switzerland



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Norbert Kucera, Secretary General

## Annex 1 to IWBF Athlete Agreement – Arbitration Agreement

Any dispute, controversy or claim arising out of or in connection with the IWBF Athlete Agreement shall be submitted exclusively to the Court of Arbitration for Sport (CAS) for final and binding arbitration in accordance with the Code of sports-related Arbitration in force at the time a notice for arbitration is submitted. Recourse to ordinary courts shall be excluded, which exclusion shall apply also to interim measures. The arbitration shall be conducted in English, shall be governed by Chapter 12 of the Swiss Act on Private International Law irrespective of the parties' domicile, and shall have its seat in Lausanne, Switzerland.

For the avoidance of doubt, this arbitration agreement applies also to any amendment to and renewal of the IWBF Athlete Agreement, as well as to any subsequent IWBF Athlete Agreement that does not contain a different dispute resolution clause.

### For the Athlete:

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Date, Place	Signature
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### For the IWBF:

1. October 2021,  
Mies, Switzerland

  
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Norbert Kucera, Secretary General