

YACHTING ASSOCIATION OF INDIA

ATHLETE AGREEMENT FOR NATIONAL SQUAD

(To be read and signed by parent/ guardian where applicable)

Background

1. This agreement is entered into between Yachting Association of India (YAI) and _____ (the Athlete), an athlete member of YAI.
2. This agreement shall be in force until such time as the athlete leaves the program. The purpose of this agreement is to set forth the basic opportunities, benefits, and obligations between YAI and the Athlete where he/ she is participating in the YAI National Squad program, representing India at any sporting event either local or International, train and be a part of Indian Sailing System.

Abbreviations/ Definitions

3. **Anti-Doping Code** means the policy outlining the use of drugs in sport.
4. **IOA** means Indian Olympic Association.
5. **OCA** means Olympic Council of Asia.
6. **ASAF** means Asian Sailing Federation.
7. **NADA** means National Anti-Doping Agency.
8. **MoYAS** means Ministry of Youth Affairs & Sports.
9. **Athlete** means Sailor, Squad member to which this agreement applies to.
10. **WS** means World Sailing Federation.
11. **WADA** means World Anti-Doping Agency.
12. **YAI** means Yachting Association of India.
13. **NCAAFS** means National Code against Age Fraud in Sports.

Obligations

14. Yachting Association of India.
 - (a) To uphold all terms of this agreement.
 - (b) To uphold all terms set out in the YAI National Squad Policy.

- (c) To maintain clear and effective lines of communication with athletes.
- (d) To uphold all values of good Governance and Management.
- (e) To seek financial support from the Indian Government.
- (f) To represent YAI sailors in front of the Indian Government.
- (g) To support Sailors with equipment when possible.
- (h) To send Sailors to international exposures and training camps when available.
- (j) To develop new ideas of system improvements.

15. **Athlete Obligations.**

- (a) The Athlete, by signing this document, agrees to abide by the Yachting Association of India (YAI) Athlete Code of Conduct, YAI Anti-Doping Policy and the Essence of Principles of fairness, respect, responsibility and safety for the term of the Agreement.
- (b) The terms of this agreement.
- (c) The terms of the Selection Policy issued by Yachting Association of India.

Yachting Association of India Athlete Code of Conduct

16. Competitors are expected to comply with the Basic Principles outlined in the Racing Rules of Sailing.
17. As a competitor an athlete shall:
- (a) Respect the rights, dignity and worth of all participants regardless of their gender, ability, cultural background or religion.
 - (b) Abide by the WS, IOA, ASAF and NADA Anti-Doping Code and NCAAFS.
 - (c) Always behave as bounded by the fair play and sportsmanship rule while on shore or sailing.
 - (d) Care for equipment, boats and sails, the basic ethics are to be maintained.
 - (e) Care for health, proper diet, hydration and stamina. Live life without drugs and avoid smoking and drinking.
 - (f) Abide by the fitness program, trainings and stay at the best fitness levels. Meet fitness expectations presented by the Chief National Coach (CNC) which follow International Standards.

(g) Be obliged to participate in national camps to train together with rest of the Team. Share knowledge and experience with younger sailors always when called upon by CNC or YAI. Time spent at those camps should be at least half of the period spent on YAI provided international exposures without affecting own sailing preparations.

(h) Not expose to dangers in other extreme sports.

(j) Represent India with dignity and pride, attending all major ceremonies at sports events.

(k) Care for the environment and promote anti-pollution drives.

18. The Athlete agrees to:-

(a) Be a current member in good standing of YAI or its affiliated members.

(b) Abide by all provisions of the YAI Constitution and Bylaws.

(c) Remain eligible to compete under IOC and IOA standards.

Banned Substances and Drug Testing

19. The Athlete will remain in compliance with World Sailing (WS), Ministry of Youth Affairs & Sports (MoYAS), International Olympic Committee (IOC), the World Anti Doping Agency (WADA), the India Olympic Association (IOA), the National Anti-Doping Agency (NADA), and YAI anti-doping policies. The athlete will not use any chemicals, drugs, other substances, or procedures banned by the WS, ASAF, IOC, IOA, WADA, NADA, or YAI.

Conduct

20. The Athlete acknowledges that he /she will frequently function as representative of YAI. The Athlete agrees that, he/ she will exhibit, in word and in deed, a positive image on behalf of the entities named above. The Athlete agrees to conduct his/ her public affairs in a manner that reflects cooperation and respect for other athletes, coaches, staff members, volunteers, sponsors, event organizers, officials, the media, and all others associated in any way with the yachting community, and YAI.

21. The Athlete agrees to uphold the specific codes of conduct when participating as a guest or competitor at camps, training centres, and competitions.

Promotions, Sponsorship, and Marketing

22. The Athlete agrees to participate in YAI sponsored media events, interviews, and other activities both during practice and competition, which will serve to enhance the individual Athlete's public recognition, YAI's visibility, and enhance public awareness of and support for the sport.

Medical Attention

23. The Athlete hereby consents to YAI, through medical staff of its choice that the participant is suitably fit and healthy to partake in such standard of activities as required to while training and competing in the YAI National Squad.

Waiver and Release

24. The Athlete is fully aware, and appreciates the risks as well as other damages and losses, associated with participation in sailing. The Athlete agrees that YAI, its sponsors, suppliers, employees, agents, volunteers, local organizing committees, officers, and members are not liable for any such loss or damage.

Additional Terms of the Agreement

25. This Agreement is effective from its signing through until completion of the training year. This Agreement may be terminated at any time by the Athlete's decision to retire from the National squad or training program, or by YAI's decision to discharge the Athlete from the team for reasons detailed below. The Athlete agrees to notify YAI in writing of her/ his retirement. Nothing in this agreement is intended to create an employment relationship between YAI and the Athlete.

Sanctions

26. YAI may respond to the failure of the Athlete to meet her/ his obligations under this Agreement by terminating the Agreement (thereby discharging the Athlete from the National Squad) or by other appropriate sanctions.

Removal of an Athlete from the National Squad

27. If an Athlete demonstrates repeated qualities of bad attitude and/ or performance, there will be a three step counselling (documented) process between YAI and the athlete as follows: -

(a) **Step 1**. There will be a verbal discussion between the Chief National Coach/ Class Association/ Club Coach and the athlete relating to the poor practices and required procedures to amend such practices.

(b) **Step 2**. There will be a sit down meeting between the Chief National Coach/ Class Association/ Club Coach and the athlete where the poor practices will be discussed and required procedures to amend poor practices will be documented and acknowledged by both parties and signed. The agreed terms from Step1 will be reviewed and a new agreement will be formed and documented, acknowledged by both parties and signed.

(c) **Step 3**. There will be a sit down meeting between YAI Selection Committee and the athlete where the continued poor practices will be discussed. The committee will then decide on the next step.

28. The counselling process will be acknowledged by the athlete and coach and will be recorded on paper with both parties agreeing to the process and subsequent actions.

29. In the event of expulsion the athlete may appeal against the decision to the YAI Arbitration Sub- Committee.

30. **Reasons for Removal.** An athlete can be removed from the National Squad for, but not limited to, the following reasons: -

(a) Medical fitness grounds.

(b) Mutual agreement between YAI and the athlete.

(c) For unacceptable behavior in violation of this Agreement or any other YAI rules and regulations, the Athlete may be removed from the squad.

Dispute Resolution

31. All disputes arising out of or connected with this Agreement are subject to review through the grievance procedure set forth in YAI and YAI Member Policy.

20. This Agreement is governed by the Indian law, Yachting Association of India General Rules and Athlete Agreement.

32. By completing and signing of this form you hereby acknowledge and agree to all terms and conditions set out in the agreement.

Athlete

Yachting Association of India

Witness 1 (Name, Address, Mobile no)

Witness 2 (Name, Address, Mobile no)

Note - Agreement is to be notarised