



**CAYMAN ISLANDS AQUATIC SPORTS ASSOCIATION**

# Representative Team Agreement Supplement to the CIASA Strategic Plan APPENDIX H



**Bailey Weathers**  
TECHNICAL DIRECTOR

July 2017

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**CAYMAN ISLANDS AQUATIC SPORTS ASSOCIATION  
REPRESENTATIVE SWIM TEAM AGREEMENT  
2016/2017**

**THIS AGREEMENT** is effective from the date of execution below through 31 August 2017, by and between:

- (1) **Cayman Islands Aquatic Sports Association**, a Section 80 company incorporated in the Cayman Islands, the registered office of which is at PO Box 10376, KY1-1104, Grand Cayman, Cayman Islands ("**CIASA**");
- (2) \_\_\_\_\_, of \_\_\_\_\_ (the "**Swimmer**");
- (3) \_\_\_\_\_, of \_\_\_\_\_, a parent and/or legal guardian of Swimmer (the "**Parent**") under the age of 18 years; and
- (4) \_\_\_\_\_, of \_\_\_\_\_, a parent and/or legal guardian of Swimmer (the "**Parent**") under the age of 18 years. (3 and 4 together the "**Parent**")

**WHEREAS:**

- (A) CIASA is the national governing body for aquatic sports in the Cayman Islands.
- (B) CIASA is responsible for selecting Representative Team swimmers to compete on behalf of the Cayman Islands and for arranging and managing national teams and other Representative Teams to represent the Cayman Islands in competitions, both in the Cayman Islands and overseas.
- (C) The Swimmer has been identified by CIASA, the Head Coach and/or CIASA's National Technical Director as a current or potential member of one or more Swim Teams for the **2016/2017** swim season.
- (D) Prior to competing on behalf of the Cayman Islands in any Swim Meet, CIASA has determined that all Representative Team swimmers must sign this Representative Swim Team Agreement ("**Agreement**") whereby each Swimmer and, when a Swimmer is under 18 years of age, the Parent and/or legal guardian of the Swimmer, agree to the rules, guidelines, discipline and sanctions set forth in this Agreement governing the behaviour of swimmers representing the Cayman Islands while a member of the Representative Team.

**IT IS AGREED** as follows:

**1. DEFINITIONS**

1.1 In this Agreement the following terms shall have the meanings allocated to them:

**"Coach"** means a swim coach duly appointed by CIASA or the Committee as a coach for the Swim Meet in question.

**"Committee"** means the Representative Team Committee of CIASA as the same may from time to time be constituted.

**"Head Coach"** means the coach duly appointed by CIASA or the Committee as the head coach for the Swim Meet in question.

**"Infraction"** means any behaviour, action or inaction that does not comply with any of the provisions set out in this Agreement or instructions given to the Swimmer by a Staff member.

**"National Technical Director"** means the national technical director employed by CIASA at the relevant time. The current National Technical Director being Bailey Weathers.

**"Swim Meet"** means any swim meet designated as such by CIASA, whether in the Cayman Islands or overseas, and includes the period from the time the Representative Team assembles to travel to any such swim meet until the Representative Team returns to the Cayman Islands and Representative Team swimmers are formally discharged from the Representative Team by the Head Coach or a member of Staff (or, in the case of the Swimmer not returning to the Cayman Islands, the point at which the Swimmer is formally discharged by the Head Coach or a member of Staff).

**"Representative Team"** means any CIASA designated swim team representing CIASA and/or the Cayman Islands at any Swim Meet.

**"Staff"** means the applicable CIASA appointed staff for the competition in question including, without limitation, all swim coaches (including the Head Coach and Coach), the National Technical Director, the Team Manager, any other managers, chaperones, doctors, physiotherapists and medical practitioners.

**"Team Manager"** means the person selected by CIASA as manager for the Representative Team in question.

**"Team Physician"** means the doctor appointed by CIASA from time to time as Representative Team doctor.

**2. RULES AND REGULATIONS APPLICABLE TO REPRESENTATIVE TEAMS**

2.1 The Swimmer agrees that, when they are part of a Representative Team (including but not limited to when travelling with the Representative Team), the Swimmer **shall** at all times:

- (a) act in a manner befitting representatives of the Cayman Islands so as not to bring the Swimmer, CIASA, the Cayman Islands, or the Representative Team into disrepute;
- (b) refrain from any illegal or inappropriate behaviour that would detract from a positive image of the Representative Team or be detrimental to its performance objectives;
- (c) train and keep in the best possible condition to compete in the Swim Meet to no less than the standard specified by CIASA, the National Technical Director and the Head Coach;
- (d) compete at the Swim Meet to the highest level the Swimmer can;
- (e) support the sponsors of CIASA in acknowledgement of their significant contribution to Cayman swimming;
- (f) wear the appropriate Representative Team uniform as and when required;
- (g) treat the accommodations of the Representative Team as a high performance environment and with the upmost respect;
- (h) respect the spirit of fair play and non-violence and display proper respect and sportsmanship toward fellow members of the Representative Team, the Staff, officials, administrators, fellow competitors and the general public;
- (i) to comply with all reasonable directions of, and arrangements made by CIASA and Staff including behaviour, directions in relation to travel arrangements, uniform and clothing requirements, and accommodations;
- (j) attend all Representative Team functions including, without limitation, meetings, exhibitions, press conferences, on island sea swims and training sessions unless otherwise excused or instructed by a member of the Staff;
- (k) not provide, sell or use for commercial gain any part of your Representative Team uniform including competition wear;
- (l) comply with any curfews established by Staff for the applicable Representative Team;
- (m) remain with the Representative Team unless released to a Parent by a member of Staff on such terms as agreed by such member of Staff and Parent;

- (n) follow all FINA Controlled Substance guidelines;
  - (o) prepare and file an updated "FINA Drug Use Declaration" form, unless otherwise deemed exempt by CIASA;
  - (p) act towards fellow members of the Representative Team and Staff in a collegial and supportive manner and desist from behaviour that is offensive, abusive, violent or could be construed as bullying; and
  - (q) abide by any additional guidelines for the Representative Team that may be established, as needed, by CIASA, the Staff and/or the Committee.
- 2.2 The Swimmer further agrees that, when representing the Cayman Islands as part of a Representative Team (including when travelling with the Representative Team), the Swimmer shall not:
- (a) possess, use, take or consume alcohol, tobacco products, pornography, illicit drugs or controlled substances; nor
  - (b) enter the room of any Representative Team member (or any member of any other team) of the opposite sex at any time without the express permission of a Staff member, it being acknowledged that there will be a team room provided for relaxation and recreation whenever possible.
- 2.3 The Swimmer agrees that where the Swimmer is chosen as part of a Representative Team and has agreed to compete for such Representative Team, the Swimmer will attend the applicable competition for which the Representative Team has been selected unless unable to do so because of injury, illness or because of family bereavement or serious illness of a close relative (or any other circumstance beyond the Swimmer's control) and further agrees to notify CIASA promptly upon becoming injured or ill or becoming aware of any circumstance referred to above that would prevent the Swimmer competing for such Representative Team.
- 2.4 Where a Swimmer is unable to compete for the Representative Team in the circumstances set out in Section 2.3, the Swimmer shall, if required by CIASA, provide a doctor's certificate or other evidence satisfactory to CIASA to verify the reason why the Swimmer is unable to compete.
- 2.5 If a Swimmer:
- (a) is unable to compete for the Representative Team where the Swimmer has agreed to do so and cannot provide any supporting evidence if requested to do so in accordance with Section 2.4 above; or
  - (b) cancels at the last minute without any reason; or
  - (c) does not obtain necessary passport, visa or travel documents; or
  - (d) is late for a Representative Team flight and either misses the applicable Swim Meet or causes CIASA additional expense in order to get the Swimmer to the Swim Meet; or

- (e) fails to give a satisfactory reason for failing to compete when the Swimmer has agreed to do so; or
- (f) fails to comply with the provisions of Section 2.7 below; then

CIASA reserves the right to seek reimbursement from the Swimmer and/or the Parent for any costs incurred by CIASA in connection with the Swimmer agreeing to compete for the Representative Team, including without limitation, travel expenses, accommodation and competition entry fees, where the Swimmer subsequently does not compete for any of the reasons given in sub-sections 2.5(a) through (e) inclusive. CIASA will endeavour to mitigate any such costs where it is able to do so.

- 2.6 The Swimmer and/or the Parent is responsible for ensuring that the Swimmer has valid travel documentation at all times.
- 2.7 The Swimmer shall comply, and the Parent shall ensure that the Swimmer complies, in a timely manner with any reasonable instructions received from the Team Physician and/or medical Staff, in connection with such Swimmer taking reasonable and necessary medical safeguards in relation to any health-related issues relating to the Swim Meet, such as taking any necessary vaccinations or taking any other health precautions, bearing in mind the location of the Swim Meet; provided, however, that should the Swimmer fail to comply with any such requests or instructions such Swimmer does so at their own risk and such Swimmer and the Parent acknowledge such fact and releases CIASA, and CIASA's partners, directors, officers, employees, volunteers, advisers, sponsors and agents and hold them harmless in connection with any medical problems and costs that may result from such Swimmer's failure to comply; and provided further that CIASA reserves the right in such circumstances not to select the Swimmer for such Swim Meet.

### 3. DISCIPLINARY MEASURES

- 3.1 The Swimmer and the Parent acknowledge and agree that as a condition of the Swimmer's attendance and participation on the Representative Team, any Infraction of this Agreement can result in the Swimmer receiving immediate discipline and/or sanction by CIASA, Staff and/or the Committee that the Staff and/or the Committee deem appropriate in the circumstances including, without limitation, such actions as set out in Section 3.2 below.
- 3.2 The Swimmer and the Parent further acknowledge and agree that the following disciplinary actions and/or sanctions may be taken at any time by CIASA, Staff and/or the Committee for the Swimmer's failure to comply with any of the provisions set out in this Agreement or any instructions given to the Swimmer by CIASA, Staff or the Committee:
  - (a) a verbal warning; and/or
  - (b) removal from a Swim Meet if the Infraction occurs prior to the opening of the Swim Meet; and/or
  - (d) disqualification from competing in one or more or all events at a given Swim Meet; and/or

- (e) physical removal of the Swimmer from the Swim Meet (which may include the official Swim Meet accommodations); and/or
- (f) revocation of the Swimmer's Swim Meet accreditation to prevent the Swimmer access to the Swim Meet; and/or
- (d) immediate dismissal from the Representative Team and return home at the cost and expense of the Swimmer and/or the Parent; and/or
- (e) complete ban on the Swimmer competing for the Representative Team for such period as the Head Coach and the Committee agree; and/or
- (f) any discipline and/or sanctions as the Staff and/or the Committee deems appropriate in the circumstances and taking into consideration the Swimmer's Infraction(s).

3.3 Where CIASA, a Staff member or the Committee has reason to believe that an Infraction has or may have occurred, CIASA, the Committee, the Team Manager or Coach shall, as soon as reasonably practicable:

- (a) undertake or cause to be made such enquiries as are considered appropriate, having regard to the nature of the alleged Infraction; and
- (b) give the Swimmer (and the Parent(s) if applicable) the opportunity within a reasonable time (which shall be no longer than 24 hours if it occurs during the Swim Meet or during travel to or from the Swim Meet inclusive, and 48 hours if it occurs at any other time during the term of this Agreement) to provide a response to the particulars of the alleged Infraction and any information disclosed to the Swimmer and the Parent(s); and
- (c) determine whether an Infraction has occurred and inform the Swimmer and the Parents in writing of such determination, as soon as practicable.

#### 4. DISPUTE RESOLUTION

4.1 Each of the parties to this Agreement hereby agrees that any dispute arising under this Agreement shall be heard by the Committee in the first instance and CIASA's Appeals Panel as appointed by CIASA in the second instance, whose decision shall be final and binding upon all parties to this Agreement.

4.2 Each of the parties to this Agreement further agrees that any complaints made by any Parent or Swimmer regarding anything under this Agreement including, without limitation, any complaint or dispute involving Representative Team selection or about disciplinary measures taken during any Swim Meet, shall only be made in writing to the Committee. The Committee is not required to entertain any complaint not in writing.

#### 5. MISCELLANEOUS

5.1 The Parent confirms, acknowledges and agrees that such Parent has read and understands this Agreement and agrees to the rules, restrictions, discipline and sanctions contained in this Agreement as they apply to the Swimmer and the Parent.



- 5.2 The Parent confirms, acknowledges and agrees that, unless such Parent attends a CIASA sanctioned RTC signing meeting in order to sign this Agreement, such Parent will sign this agreement before a witness who is 18 years of age or older and unrelated to the Parent or the Parent's family.
- 5.3 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 5.4 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 5.5 This Agreement shall be governed by and construed in accordance with Cayman Islands law and the parties submit to the non-exclusive jurisdiction of the courts of the Cayman Islands.

**CAYMAN ISLANDS AQUATIC SPORTS ASSOCIATION**

\_\_\_\_\_  
Acting by: **President/Director**      Signature \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Print)      Witness Signature \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
**Swimmer Name (Print)**      **Swimmer Signature** \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Print)      Witness Signature \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
**Parent Name (Print)**      **Parent Signature** \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Print)      Witness Signature \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
**Parent Name (Print)**      **Parent Signature** \_\_\_\_\_      Date \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Print)      Witness Signature \_\_\_\_\_      Date \_\_\_\_\_