



CAYMAN ISLANDS AQUATIC SPORTS ASSOCIATION
REPRESENTATIVE TEAM AGREEMENT DETAILS FOR ATHLETES 2022/2023

1 DEFINITIONS

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

"Coach" means a person appointed by CIASA as a coach for the Competition in question.

"Board" means the Board of Directors of CIASA.

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

"Competition" means any competition or other CIASA sponsored event for an Aquatic Sport designated as such by CIASA, whether in the Cayman Islands or overseas.

"Disciplinary Measures" means any disciplinary measures and/or sanctions which may be imposed upon the Athlete pursuant to the terms of this Agreement.

"Head Coach" means a Coach appointed by CIASA (in consultation with the Technical Director) as the head coach for the Competition 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 Athlete by a Staff Member.

"Technical Director" means the national technical director employed by CIASA at the relevant time.

"Representative Team" means any CIASA designated team representing CIASA and/or the Cayman Islands at any Competition.

"Representative Team Member" means an athlete representing CIASA and/or the Cayman Islands at any Competition on a Representative Team, including the Athlete.

"Staff Member" means a person appointed by CIASA for a Competition in question including, without limitation, a Coach, a Head Coach, the Technical Director, a Team Manager, a Team Physician and/or any other manager, chaperone, doctor, physiotherapist and/or medical practitioner.

"Team Manager" means a person appointed by CIASA as manager of the Representative Team for the Competition in question.

"Team Physician" means a doctor, physiotherapist or medical practitioner appointed by CIASA from time to time as a Representative Team doctor, physiotherapist or medical practitioner.

"Tour" means the duration of the Competition and includes the period from the time the Representative Team assembles at the airport to travel to any such competition until the Representative Team returns to the Cayman Islands and Representative Team Members are formally discharged from the Representative Team by the Head Coach or a Staff Member (or, in the case of the Athlete not returning to the Cayman Islands, the point at which the Athlete is formally discharged by the Head Coach or a Staff Member).

2 RULES AND REGULATIONS APPLICABLE TO REPRESENTATIVE TEAMS

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

- (a) act in a manner befitting representatives of the Cayman Islands so as not to bring the Athlete, 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 Competition to no less than the standard specified by the Board, the Technical Director and the Head Coach;
- (d) compete at the Competition to the highest level the Athlete can;
- (e) support the sponsors of CIASA in acknowledgement of their significant contribution to Cayman Aquatic Sports;
- (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 utmost respect;
- (h) respect the spirit of fair play and non-violence and display proper respect and sportsmanship toward fellow Representative Team Members, the Staff Members, officials, administrators, fellow competitors and the general public;
- (i) to comply with all reasonable directions of, and arrangements made by the Staff Members, the Technical Director, the Committee and the Board 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 Staff Member;
- (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 Members for the applicable Representative Team;
- (m) remain with the Representative Team unless released to a Parent by a Staff Member on such terms as agreed by such Staff Member and Parent;
- (n) follow all World Aquatics / FINA and WADA Controlled Substance rules and guidelines;

- (o) prepare and submit any required forms in accordance with World Aquatics / FINA and WADA rules and guidelines;
- (p) act towards fellow Representative Team Members and Staff Members 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 rules, guidelines, handbooks, by-laws, and Disciplinary Measures for the Representative Team that may be established, as needed, by the Staff Members, the Technical Director, the Committee and/or the Board.

2.2 The Athlete further agrees that, when representing the Cayman Islands as part of a Representative Team (including when travelling with the Representative Team), the Athlete shall not:

- (a) possess, use, take or consume alcohol, tobacco or vaping 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 Athlete agrees that where the Athlete is chosen as part of a Representative Team and has agreed to compete for such Representative Team, the Athlete 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 Athlete's control) and further agrees to notify the Committee promptly upon becoming injured or ill or becoming aware of any circumstance referred to above that would prevent the Athlete competing for such Representative Team.

2.4 Where the Athlete is unable to compete for the Representative Team in the circumstances set out in Section 2.3, the Athlete shall, if required by the Committee, provide a doctor's certificate or other evidence satisfactory to the Committee to verify the reason why the Athlete is unable to compete.

2.5 If the Athlete:

- (a) is unable to compete for the Representative Team where the Athlete 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 Competition or causes CIASA additional expense in order to get the Athlete to the Competition; or
- (e) fails to give a satisfactory reason for failing to compete when the Athlete 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 Athlete for any costs incurred by CIASA in connection with the Athlete agreeing to compete for the Representative Team, including without limitation, travel expenses, accommodation, and competition entry fees, where the Athlete subsequently does not compete for any of the

reasons given in subsections 2.5(a) through (f) inclusive. CIASA will endeavour to mitigate any such costs where it is able to do so and could be subject to further disciplinary action as per Section 3.

- 2.6 The Athlete is responsible for ensuring that the Athlete has valid travel documentation (including visas) at all times and copies of the same must be provided to the Committee for CIASA's files and records. For the avoidance of doubt, the Athlete is also responsible for ensuring that the Athlete's Passport(s) has been stamped by the Cayman Islands Department of Immigration confirming the Athlete's status as Caymanian or a resident of the Cayman Islands.
- 2.7 The Athlete is responsible for ensuring that the appropriate medical forms and waivers, including, without limitation, details of all medications to be taken by the Athlete during the Tour are provided to the Committee for CIASA's files and records promptly upon request.
- 2.8 The Athlete shall comply, in a timely manner with any reasonable instructions received from a Team Physician, in connection with such Athlete taking reasonable and necessary medical safeguards in relation to any health-related issues relating to the Competition, such as taking any necessary vaccinations or taking any other health precautions, bearing in mind the location of the Competition; provided, however, that should the Athlete fail to comply with any such requests or instructions such Athlete does so at their own risk and the Athlete acknowledges 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 Athlete's failure to comply; and provided further that CIASA reserves the right in such circumstances not to select the Athlete for such Competition.

3 DISCIPLINARY MEASURES

- 3.1 The Athlete acknowledges and agrees that as a condition of the Athlete's attendance and participation on the Representative Team, any Infraction of this Agreement can result in the Athlete receiving immediate Disciplinary Measures by the Staff Members, the Technical Director, the Committee and/or the Board that the Staff Members, the Technical Director, the Committee and/or the Board deem appropriate in the circumstances including, without limitation, such actions as set out in Section 3.2 below.
- 3.2 The Athlete further acknowledges and agrees that the following Disciplinary Measures may be taken at any time by the Staff Members, the Technical Director, the Committee and/or the Board for the Athlete's failure to comply with any of the provisions set out in this Agreement or any instructions given to the Athlete by the Staff Members, the Technical Director, the Committee and/or the Board:

Level 1 Disciplinary Measures

- (a) a verbal warning;

Level 2 Disciplinary Measures

- (b) disqualification from competing in one or more or all subsequent events at a given Competition if the Infraction occurs during the course of the Competition;
- (c) complete disqualification from competing in all events at a given Competition if the Infraction occurs prior to the start of the Competition;

Level 3 Disciplinary Measures

- (d) physical removal of the Athlete from the Competition venue(s)/premises (which may include the official Competition accommodation(s));
- (e) revocation of the Athlete's Competition accreditation to prevent the Athlete from gaining access to the Competition venue(s)/premises (which may include the official Competition accommodation(s));
- (f) immediate dismissal from the Representative Team and return home at the expense of the Athlete;

Post-Tour Disciplinary Measures

- (g) any Disciplinary Measures as the Staff Members, the Technical Director, the Committee and/or the Board deems appropriate in the circumstances and taking into consideration the Athlete's Infraction(s), up to and including a complete ban on the Athlete competing for the Representative Team for such period as the Head Coach and the Committee agree.

The Levels above are intended to distinguish between the Disciplinary Measures that may be taken while on Tour depending on the severity of the alleged Infraction. The higher the level of proposed Disciplinary Measures, the higher the level of consultation that is required prior to implementation, as set out in Section 3.4 below.

3.3 Where the Staff Members, the Technical Director, the Committee and/or the Board has reason to believe that an Infraction has or may have occurred, the Staff Members, the Technical Director, the Committee and/or the Board 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;
- (b) give the Athlete the opportunity within a reasonable time (which shall be no longer than 24 hours following notification if it occurs during the Competition or during travel to or from the Competition inclusive, and 48 hours following notification 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 Athlete(s);
- (c) determine whether an Infraction has occurred and inform the Athlete of such determination, as soon as practicable; and
- (d) following due consideration by the Staff Members, the Technical Director, the Committee and/or the Board in accordance with Clause 3.4, inform the Athlete of any immediate, additional and/or subsequent Disciplinary Measures deemed appropriate in the circumstances (with any additional and/or subsequent Disciplinary Measures being in writing).

3.4 It is hereby acknowledged that:

- (a) where there is an alleged Infraction during a Tour with a proposed Level 2 Disciplinary Measure, the Staff Members (in consultation with the Technical Director or, in the Technical Director's absence or unavailability, the chairman of the Committee and/or the president of CIASA (or other officer in his or her absence)) shall have authority to determine the appropriate Disciplinary Measures to be imposed while the Tour is in progress (for the avoidance of doubt, there is no consultation requirement for a Level 1 Disciplinary Measure);

- (b) where there is an alleged Infraction during a Tour with a proposed Level 3 Disciplinary Measure, the Staff Members and/or the Technical Director must consult and agree with the chairman of the Committee and/or the president of CIASA (or other officer in his or her absence) (as necessary) with respect to the Disciplinary Measures to be imposed while the Tour is in progress; and
- (c) following completion of the Tour, the Committee shall receive, and consider at its next regularly scheduled meeting, an incident report from the Staff Members of the Tour which shall set out the details of the Infraction and any Disciplinary Measures which were imposed while the Tour was in progress. The Committee shall consider the terms of the report and determine if sufficient Disciplinary Measures were taken and if anything, additional is required and shall thereafter submit such report to the Board along with the recommendations of the Committee. The Board shall then consider the terms of the report, and the recommendations of the Committee, at its next regularly scheduled meeting, whose decision shall be final and binding upon all parties to this Agreement.

4 APPEALS PROCESS FOR SUBSEQUENT DISCIPLINARY MEASURES

- 4.1 Each party to this Agreement hereby agrees that where additional and/or subsequent Disciplinary Measures have been deemed appropriate in accordance with this Agreement, the Athlete has a right to appeal such decision.
- 4.2 All appeals must be submitted in writing to the Committee within seven days of receipt of notice of the additional and/or subsequent Disciplinary Measures imposed with respect to an Infraction. The written request for appeal shall request a review of such additional and/or subsequent Disciplinary Measures and shall set forth the grounds on which such appeal is made and any issues or comments which the Athlete deems pertinent to the appeal application. The Athlete or designated staff member shall have the following opportunities: representing themselves in person, submit written comments, documents and records relating to the Infraction and any additional and/or subsequent Disciplinary Measures.
- 4.3 The appeal shall be heard by the Committee in the first instance at its next regularly scheduled meeting. A report of the appeals process shall be submitted by the Committee to the Board along with the recommendations of the Committee. The Board shall then consider the terms of the appeals report, and the recommendations of the Committee, at its next regularly scheduled meeting, whose decision shall be final and binding upon all parties to this Agreement.

5 DISPUTE RESOLUTION

- 5.1 Each party to this Agreement hereby agrees that any dispute arising under this Agreement shall be heard by the Committee in the first instance and the Board in the second instance, whose decision shall be final and binding upon all parties to this Agreement.
- 5.2 Each party to this Agreement further agrees that any complaints or appeals made by the Athlete regarding anything under this Agreement including, without limitation, any complaint or dispute arising under this Agreement, involving Representative Team selection or Disciplinary Measures taken during a Tour, shall only be made in writing to the Committee. The Committee is not required to entertain any dispute or complaint not in writing.
- 5.3 The dispute or complaint shall be heard by the Committee in the first instance at its next regularly scheduled meeting. A report of the dispute or complaint shall be submitted by the Committee to the Board along with the recommendations of the Committee. The Board shall then consider the terms of the dispute or complaint, and the recommendations of the Committee, at its next regularly scheduled meeting, whose decision shall be final and binding upon all parties to this Agreement.

6 MISCELLANEOUS

- 6.1 References in this Agreement to the Athlete include, where the context requires and/or in cases where the Athlete is under the age of 18 years, the Parent or the Parent acting on behalf of the Athlete. Where the Athlete is under the age of 18 years, the Parent shall ensure that the Athlete complies with the terms of this Agreement.
- 6.2 The Athlete confirms, acknowledges and agrees that such Athlete has read and understands this Agreement and agrees to the rules, guidelines, handbooks, by-laws, and Disciplinary Measures contained, or referred to, in this Agreement as they apply to the Athlete.
- 6.3 The Athlete confirms, acknowledges and agrees that, unless such Athlete attends a CIASA sanctioned signing meeting in order to sign this Agreement, such Athlete 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.
- 6.4 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.
- 6.5 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.
- 6.6 This Agreement shall be governed by and construed in accordance with Cayman Islands law and the parties submit to the exclusive jurisdiction of the courts of the Cayman Islands.
- 6.7 Personal information collected under this agreement will be used solely for the purposes of maintaining a database of, and communicating with, current Representative Team members and documentation will be used when an Athlete is a Representative Team Member at any Competition. All hard copies of information collected will be destroyed after the effective date of this agreement. By providing information to CIASA under this agreement the Athlete consents to such use of the information.
- 6.8 In this Agreement:
- (a) words importing the singular number include the plural number and vice versa; words importing the masculine gender include the feminine gender; words importing persons include corporations as well as any other legal or natural person;
 - (b) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record (as defined in the Electronic Transactions Law (2003 Revision) of the Cayman Islands);
 - (c) "shall" shall be construed as imperative and "may" shall be construed as permissive;
 - (d) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;
 - (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - (f) the term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be

interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

- (g) headings are inserted for reference only and shall be ignored in construing this Agreement;
- (h) any requirements as to delivery under this Agreement include delivery in the form of an Electronic Record;
- (i) any requirements as to execution or signature under this Agreement including the execution of this Agreement themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law;
- (j) sections 8 and 19(3) of the Electronic Transactions Law shall not apply.

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Data Privacy

The athlete and, or the Parent(s)/Legal Guardian(s) in the event that the athlete is under the age of 18 years old, acknowledge and understand that CIASA may be collecting, storing and processing the athlete's personal data and sensitive personal data ("Data") in connection, and/or associated, with this Agreement, CIASA sea swims, Development team activities, Junior team activities, Senior team activities, CIASA led workshops, trainings or events. The athlete, and the Parent(s)/Legal Guardian(s) in the event that the athlete is under the age of 18 years old, hereby consent to the collection, use, storage and processing of such Data for the purposes of fulfilling the terms of this Agreement and/or CIASA coordinating, marketing, managing and/or promoting swimming and all CIASA events and activities including, but not limited to the previously mentioned activities . The athlete, and the Parent(s)/Legal Guardian(s), in the event that the athlete is under the age of 18 years old, also consent to the sharing of Data with CIASA's connected organisations and third parties that deliver/provide services to CIASA in connection with the Programmes, in order to fulfil the terms of this Agreement.

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APPENDIX 1
REPRESENTATIVE TEAM PROTOCOLS

Athletes

- Eat/drink appropriately. While not all meals will be liked by everyone there will be plenty of choices. Do not be tempted to over-eat. Be mindful of your team mates' allergies.
- Adhere to set curfews. Respect your team mates and their preparation needs.
- Attend team meetings as required.

Accommodation

- Parents, friends and relatives are asked to liaise with and inform the Staff Members with regards to all matters including visits to the Athletes at the athlete village. Under no circumstances may a parent, friend or relative remove an Athlete from the athlete village or otherwise without the express knowledge and permission of the Staff Members.
- Staff Members should never share bedroom accommodation with Athletes.
- There should be a Staff Member at the athlete village whenever Athletes are at the athlete village.

Media

- The Technical Director to talk about whole team and every aspect.
- Coaches generally to talk only about their own Athletes and Athletes in their own group.
- Athletes to talk only about their own performance.

Kit

- Club or foreign kit on CIASA Competitions, camps or other trips should not be worn.
- There will be a daily kit rota designated by the Staff Members that all Staff Members and Athletes must adhere to.
- Please retain your kit, including your Cayman cap, from one event to the next as they will not be issued for each Competition.

Illness/Injury

- The Athlete and/or their Parent is responsible for ensuring that the Athlete is fit and healthy to race at each Competition. CIASA will not be providing health checks or ECGs prior to any Competition. Medical Forms specific to the Competition must be completed and provided to the Team Manager at least 2 weeks prior to departure and should include all relevant medical history and current medication.
- An Athlete over 15 years of age and/or their Parent is responsible for determining the status of all medications with the World Anti-Doping Agency (WADA). Athletes taking medication that is on the Prohibited Substance list may be granted Therapeutic Use Exemption (TUE) which provides the athlete with authorisation to take the required medicine.
www.wada-ama.org/en/science-medicine/tue
- Staff Members should not dispense any unauthorised drugs or medication to Athletes.
- Sick Athletes or Staff Members should wherever possible be isolated.

- Consideration will be made to sending home Athletes who are ill/injured and unable to complete the Tour. Athletes under 18 years of age should be accompanied by an adult and permission agreed from parents/guardian prior to the start of the Tour.
- Where Staff includes a Team Physician, their sole responsibility is the well-being of Athletes, in particular injured or ill Athletes.

General

- CIASA expects Athletes to attend the highest level meet qualified and selected for in any given year at a minimum, subject to exceptional circumstances, as discussed and agreed with the Technical Director.
- Athlete contributions towards costs are required for certain events, where external funding is not available. Where contributions are required, Athletes that are based outside of Cayman would be required to cover any difference in travel cost to such meets where the airfare would be more than if the point of origin was Cayman
- There is a NO alcohol, NO smoking (including vaping) policy for ALL Representative Team Members, including Staff Members.
- All Athletes and all Staff Members should be available for the complete duration of the Tour.
- All event scratches to be notified to the Team Manager and signed off by the Technical Director (or Head Coach if the Technical Director is not present). Only the Team Manager should scratch events for Athletes.
- All Athletes represent the Cayman Islands, CIASA and their families in accordance with the Representative Team Agreement for Athletes.
- All Athletes comply with all training and team development activities leading up to the Competition and as required by the Coaches and other Staff Members.
- All Athletes must have valid travel documentation (including visas) at all times and copies of the same must be provided to the Committee for CIASA's files and records. Please ensure passports are not due to expire within 6 months of travel.
- The Athlete and/or their Parent is responsible for ensuring that the Athlete's Passport has been stamped by the Cayman Islands Department of Immigration confirming that the Athlete's status as Caymanian or a Cayman resident. It is recommended that Athletes eligible for a Caymanian passport obtain one and keep it current.

