



Cunningham District Bowls Association Inc

ABN 30 083 980 317

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PLAYER AGREEMENT:

To be signed by all players to represent Cunningham District Bowls Association Inc. at the State District Side Championships.

This Agreement is made between the player whose name appears in DECLARATION B of this agreement the Cunningham District Bowls Association Inc. (ABN 30 083 980 317) of 51 McCotter St Acacia Ridge Qld 4110 and duly signed by the CDBA Secretary.

RECITALS:

- a) The player has been selected to represent CDBA at the State District Sides Championships conducted in May of the year of this agreement
- b) The CDBA agrees to provide certain benefits to the Player and the Player agrees to comply with certain obligations as a result of the Player's selection.
- c) This agreement sets out the terms and conditions on which the Player shall represent the CDBA and participate as a member of the CDBA State District Side.

INTERPRETATION

DEFINITIONS – In this agreement the following expressions have the following meanings:

“Association Constitution” means the Constitution and By-Laws of the CDBA.

“BA” means Bowls Australia

“BQ” means Bowls Queensland.

“CDBA” means Cunningham District Bowls Association Inc, and/or any of the CDBA Elected Office Bearers.

“Event” means State District Sides Championships

“Governing Body” means the body having immediate control of the conditions under which such game or tournament is being played.

“Laws of Bowls” means the international, national or local rules, regulations and policies of bowls, as varied from time to time, which operate in respect of this event in accordance with the order of procedure applying in the circumstances.

“Side” means the athletes selected to represent the CDBA.

“Side Officials” means the Manager, Assistant Manager, Selector/s and Coach as appointed by the CDBA.

“Training” means any training event, camp, activity or method which forms part of the technical, physical or mental preparation of the player for any event.

BENEFITS:

In consideration of the Player agreeing to undertake the applicable obligations contained in this agreement, the Player will receive the following benefits:

- a) Items of apparel made available by the CDBA
- b) Accommodation, lunches on play days, and green fees as determined by the CDBA for the event.

PLAYER MUST:

- a) Maintain any apparel provided in good and presentable condition for use at this event; and
- b) Wear only the approved apparel in all team photos including district caps. You must not wear your personal cap.
- c) At the player's expense, meet the replacement cost of any CDBA apparel lost, damaged, destroyed or not returned when requested.

PLAYER'S OBLIGATIONS:

As a member of the Side the Player must:

- a) Play and train with the Side as, when and where directed by Side Officials except in extenuating circumstances preventing the Player's participation where the prior approval of the CDBA or Side Officials has been obtained.
- b) Observe and comply with all reasonable directions of the Side Officials and the CDBA;
- c) Act in a proper manner in keeping with the provisions of the Constitution of the CDBA so as to not bring any Player, the Side or CDBA into disrepute or censure;
- d) Not make comment, issue, authorise, offer or endorse any public criticism or statement having or likely to have a prejudicial effect on the interests of CDBA, the Side, any member of the Side or the CDBA.
- e) Be available to assist in public relations exercises, including allowing name and photo or live streaming to appear on website or social media. .
- f) Do such things as required by CDBA, BQ, or BA, provided such requirements are reasonable and do not interfere with the Player's training or preparations for any event.
- g) Comply with the LAWS OF BOWLS and Policies issued from time to time by BA and/or BQ;
- h) Respect the spirit of fair play, equity and non-violence and behave in a manner befitting a representative player,
- i) Be thoroughly familiar, and strictly comply, with the training itinerary event program and all protocol arrangements to ensure prompt and timely attendance;
- j) Adhere to BQ and BA policies, including but not limited to Member Protection Policy, Match Fixing Policy, Anti doping Policy, Privacy Policy, Smoke free and Alcohol Policy, Personal Electronic Devices Policy and the BA Logo Policy (dress regulations) and all other BA or BQ policies enforce from time to time.
- k) Travel to, and depart from, the place(s) of accommodation on the dates and time and in the manner determined or approved by the CDBA or as directed by the Side Officials;
- l) Where such travel is by other than private transport, observe all restrictions and rules placed on passengers by the relevant transport company or its employees;
- m) Stay in accommodation selected by the CDBA, unless other arrangements have been approved by CDBA Management Committee or Side Officials, for such period as required in order to fulfil the Player's obligations to CDBA or as required by Side Officials, and abide by all requests/requirements imposed upon the player including team outings, curfew limits etc.
- n) The Player acknowledges and agrees that the player has been advised that insurance is provided under Bowls Queensland's insurance policy and is on a basis limited by the terms of that policy and the risks outlined therein and that neither CDBA nor BQ shall be responsible for any other risks or any other expense, fee, loss damage or other claim which the Player may incur or be subject to. The Player shall indemnify CDBA and its officials including Side Officials in relation to such uninsured risks. Should the Player so choose, that player may personally effect further insurance cover deemed appropriate;
- o) Obtain and maintain the Player's best possible fitness and health to carry out the Player's duties to the CDBA to the best of the Player's ability.
- p) Wear and use the Side apparel as directed by CDBA Management Committee as well as Side Officials at all events and other functions that the Player attends as a Side member or as a representative of CDBA; Such uniform includes CDBA caps for all promotions including photos and promotions
- q) Support all fellow Side members.

TERMINATION:

Either party may without reason terminate this Agreement upon providing the other party two weeks written notice of their intention to terminate.

TERMINATION WITHOUT NOTICE FOR SPECIFIC REASONS:

Where practical Side Officials or the CDBA shall provide a player three (3) written warnings but may at their absolute discretion terminate this agreement if they deem the Player:

- a) Fails to conduct themselves in a proper manner, or acts so as to bring the Player, the Side (or any member of the Side), Side Official/s or CDBA into disrepute or censure;
- b) Conducts themselves in a manner which is offensive or displays behaviour or incites others to display behaviour that is by its nature disruptive, hateful, disrespectful, harmful or malicious to other members of the Side or, in the opinion of the CDBA or Side Officials, acts in a manner inappropriate of a representative of CDBA then the CDBA or the Side Officials may immediately terminate this agreement without notice.

CONSEQUENCES OF TERMINATION:

On termination of this agreement:

- a) All rights and benefits granted to the Player under this agreement, express and implied, shall immediately terminate;
- b) The Player shall immediately cease to engage in any and all activities relating to the Player's membership of the Side;
- c) The Player shall not represent or otherwise imply he/she is involved in any Training or Event as a member of the Side or cause belief that he/she represents the CDBA or Side Official/s in any capacity.
- d) As a consequence of any such termination the CDBA shall have recourse to disciplinary provisions of the CDBA Constitution and its By-Laws.

INDEPENDENT ADVICE:

The Player acknowledges and agrees that they have been asked to seek independent legal and/or financial advice pertaining to the Terms of this Agreement and that the Player has had the opportunity to obtain such advice prior to execution hereof.

DECLARATION A:

Signed for and on behalf of CDBA by:



Michelle Davidson Secretary CDBA

Dated: 4 April 2019

MEDICAL FORM

Players are requested to complete the following information so that prompt assistance may be obtained in the event of a Player falling ill, having an incident or accident while on representative duties.

Player's Name: _____ **Player's Club:** _____
Player's Address: _____ **Suburb & P/C:** _____
Phone: _____ **Mobile:** _____
Email: _____

EMERGENCY CONTACT INFORMATION (Next of Kin):

Name: _____ **Relationship:** _____
Phone (Home): _____ **Phone (mobile):** _____
Phone (Work): _____ **Email:** _____

MEDICAL INFORMATION:

Do You Have Private Health Insurance? Yes / No

If Yes Name of Insurer: _____ *Insurance Number:* _____

Medicare Card No.: _____

Existing Conditions: (1) _____ (2) _____

(3) _____ (4) _____

Allergies: (1) _____ (2) _____

(3) _____ (4) _____

Medications: (1) _____ (2) _____

(3) _____ (4) _____

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? (please list)

This information will remain private and confidential by the CDBA and Side Officials unless it is deemed necessary to disclose any or part of the information in the case of emergency or in the best interests of the individual player.

DECLARATION B: Signed by the Player (or Guardian if under 18 years of age):

Name _____ **Signature:** _____

Date: _____