

CEV BEACH VOLLEYBALL NF - ATHLETE'S COMMITMENT & HEALTH CERTIFICATE



NF - ATHLETE'S COMMITMENT

Ms./Mrs./Mr. (The ATHLETE) _____ FIVB # _____

voluntarily signs this Commitment undertaking the obligations herein on ____ / ____ / 2015

jointly with the National Volleyball Federation (NF) of _____

and both, the "NF" & the "ATHLETE" agree to and acknowledge the following:

The ATHLETE and the National Federation ("NF") join the CEV's aim to develop Beach Volleyball as a major world media and entertainment sport through top class planning and organisation of competitions, marketing and promotional activities in the respect of the CEV Statutes, Regulations, Code of Discipline, Official Communications and decisions, the CEV Beach Volleyball Handbook and the Official Beach Volleyball Rules, (all in their latest version, jointly referred to as the "CEV Regulatory Framework"). In case of discrepancy between this Commitment and the CEV Regulatory Framework, the latter shall prevail.

The ATHLETE and the National Federation ("NF") accept that the right to participate in CEV events as well as any other Beach Volleyball event, currently or in the future, sanctioned by the CEV (i.e. exhibitions, country vs. country, etc.) is a privilege and commit to work with the CEV for the enhancement of Beach Volleyball.

The ATHLETE exerts his/her rights respecting the CEV and its partners in the terms of this Commitment.

He/she has read and commits to comply with the CEV Regulatory Framework, particularly but not limited to those governing his/her participation at CEV events.

1. PARTICIPATION RESPONSIBILITIES

- 1.1. The ATHLETE is free to enter or not CEV events and should not be constrained by any organisation to do so or not. In the case of entering, every ATHLETE must respect and abide by the CEV Regulatory Framework, a breach which may lead to the loss of eligibility to take part in any national and/or international competitions, including without limitation CEV and FIVB Events and the Olympic/European Games.
- 1.2. An ATHLETE taking part in events not authorised or sanctioned by the FIVB or CEV, or playing in a foreign country without a previous letter of authorization from their own National Federation commits a serious breach of FIVB/CEV Regulatory Framework and may be sanctioned with the loss of eligibility as mentioned in the previous paragraph, without any other formality.
- 1.3. The ATHLETE violating any of the provisions of the CEV Regulatory Framework shall bear the sanction foreseen in the latter.
- 1.4. The ATHLETE herewith waives his/her right to claim from CEV, his/her NF and the CEV event organiser(s) or other natural or legal person involved in the organisation of the CEV event any payment other than the allocated prize money if any for his/her participation in the CEV event and the rights granted herein.
- 1.5. Each ATHLETE is responsible for being informed of the starting time of all matches and of being present and ready to play on time. The ATHLETE shall also make himself/herself available for local and CEV promotions whenever requested by the ORGANISERS, the host NF or the CEV if such promotions do not interfere with his/her preparation or scheduled matches.
- 1.6. Upon signing the agreement to enter CEV events an ATHLETE undertakes:
 - a) The obligation to submit himself/herself to doping controls conducted in accordance with the FIVB/CEV Regulatory Framework and the World Anti-Doping Code.
 - b) The obligation to obtain from his/her NF/NOC or through publicly available sources, the WADA list of prohibited substances and methods in force at the time of the ATHLETE's participation in the respective CEV event; get acquainted with and fully respect them.

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2. GENERAL CONDITIONS

- 2.1. The ATHLETE is granted the right to participate in a CEV event only after he/she has been registered by his/her NF, as per each competition regulations issued by the CEV for the CEV event.
- 2.2. The ATHLETE shall present the medical certificate herein attached attesting he/she is in good health to participate in Beach Volleyball competitions, assuming total responsibility for any health problems that he/she might face during any CEV EVENT and acknowledging the risk of injuries due to the game itself and, at least 30 days prior to the start of a CEV event, the Anti-Doping Certificate obtained after having successfully completed the latest FIVB's Anti-Doping education online program "We play it clean!" (<http://www.fivb.org/RealWinner/>).
- 2.3. On his/her free will, the ATHLETE accepts any doping controls before or during a CEV event.
- 2.4. The ATHLETE shall abide by the FIVB-IOC approved Olympic Qualification System / Procedures for the 2016 Olympic Games which shall be implemented by the CEV in accordance with the FIVB and IOC decisions.
- 2.5. The ATHLETE may earn a compensation for his/her participation by way of a prize money to be fixed by the CEV on the basis of his/her performance. The earnings of the ATHLETE shall be paid on site or through his National Federation within a reasonable time limit. The ATHLETE herewith authorises his/her NF to receive payments on his/her behalf.
- 2.6. The ATHLETE is not expecting to be paid any other financial compensation or offered any value in kind, other than expenses which shall not be conditioned upon his/her performance in the CEV event.
- 2.7. If a CEV event is cancelled due to "Force Majeure" or to unforeseen circumstances, the CEV shall inform by email and through the CEV website the National Federation of the ATHLETE. Should the cancellation be confirmed 15 days before a CEV event, neither the CEV nor the Organisers shall be held accountable for reimbursing the parties concerned any costs relating to the transportation and accommodation of the ATHLETE.
- 2.8. That he/she shall take part in a CEV event pursuant to the terms of this Commitment. The ATHLETE is free to participate in CEV/FIVB homologated National Tours (of the home country or abroad) as long as he/she has secured the written authorization of his/her National Volleyball Federation before taking part; according to the CEV policy of "freedom to choose", subject to the terms of this Commitment.
- 2.9. The ATHLETE shall represent himself/herself and the sport of Volleyball to the highest standards at all times showing good behaviour, fair play and loyalty to the sport and its members and governing bodies, sponsors and organisers.
- 2.10. The ATHLETE shall comply and abide at all times with the CEV Regulatory Framework. Failure to implement the above and comply with these rules may result in fines, suspension and/or expulsion as detailed in the CEV Regulatory Framework.

3. CEV & CEV'S SPONSORS/SUPPLIERS RIGHTS

The ATHLETE hereby grants and pledges to honour the following rights to the CEV and its sponsors/suppliers:

- 3.1. The rights to use and promote the ATHLETE's name or likeness, photograph, video footage, voice, biography (hereinafter "ATHLETE'S identification") during the term of this Commitment for the promotion of CEV, Sponsors/Suppliers and Organisers in connection with the CEV events. The CEV acknowledges that it shall use this right only in connection with the CEV events and activities.
- 3.2. The right and license to use the ATHLETE'S identification. Subject to the terms of this Commitment and of any other document/participation form provided by the CEV and signed by the ATHLETE before or after the signature of this Commitment, it is expressly understood and agreed that the CEV and its partners shall not use the ATHLETE'S identification for advertisement or promotion (especially on the packaging of its products) in such a way that the ATHLETE should appear to be endorsing any product or service. Such appearance shall have to be negotiated by a separate contract with the ATHLETE concerned.
- 3.3. The exclusive right to reproduce the ATHLETE'S identification in computer assisted and computer/video related games embodied in or on any device or medium in the form of software, firmware and/or hardware which may be utilised directly or indirectly for the reproduction of visual images with or without sound of the CEV events' matches (real or simulated) but always with reference to the CEV events.

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- 3.4. The right to use in perpetuity and on a worldwide territory, at the CEV's discretion by any and all means, the ATHLETE'S identification in connection and including live or taped or filmed television footage, motion pictures photos, films, videos computer games in connection or related exclusively to one tournament or to the totality of the CEV events without compensation. The CEV hereby waives any right to such compensation for the ATHLETE.
- 3.5. The right to licence, sub-licence, assign or transfer the rights mentioned herein at the CEV's sole discretion to any third party.
- 3.6. CEV's sponsors/suppliers and their respective advertising agencies and each television or other distribution station, system or service scheduled to distribute the CEV event shall have the right to grant others the right to reproduce, print, publish, or disseminate in any medium, the name and likeness and voice of each person, including the ATHLETE'S identification, appearing in or connected with the CEV event, biographical material concerning such person and the name of the CEV event site for purpose of trade or for advertising purposes.
- 3.7. The understanding that CEV shall inform its Sponsors/Suppliers of any restrictions applicable to the ATHLETE and in the event that the Sponsors/Suppliers violate such restrictions the ATHLETE shall have the right to claim compensation from the Sponsors/Suppliers directly, waiving herewith any claim against the CEV.

4. RIGHTS AND OBLIGATIONS

The ATHLETE and the NF undertake to support CEV's promotional efforts as follows:

- 4.1. The CEV, its partners agree that the ATHLETE has the right to authorize sponsors to use the ATHLETE'S identification for endorsement purposes during the term of this Commitment. All monetary value gained by the ATHLETE through such sponsor shall remain the ATHLETE'S property. During the competitions he/she has the right to use or wear accessories and uniforms according to the CEV Regulatory Framework.
- 4.2. The ATHLETE shall not grant or authorise any third party to use, for the purposes of endorsing their product rights such as TV footage, photographs etc., the CEV logo without prior written consent from the CEV.
- 4.3. The ATHLETE shall be present for the award ceremony at each of the CEV events in which his/her team finishes among the top 3 teams, wearing their uniform tops as provided by the Organisers/CEV for the photography and media session.
- 4.4. The ATHLETE shall participate without excuse neither pretext, upon the CEV's request, in a minimum of one hour per day at all CEV events in which he/she participates in the following promotional activities: VIP Package, Kid camps, CEV highlight shows, autograph sessions, Beach Volleyball clinics, PR activities, media events, TV interviews, sponsorship interviews and other promotional activities reasonably required by the Organisers and CEV. The ATHLETE must be available for TV interviews during CEV events or with press photographers when requested in front of the CEV official backdrop as required. The CEV shall respect the ATHLETE'S need to train, play, eat, sleep and prepare for coming games during the CEV event when requesting the ATHLETE'S participation.
- 4.5. The ATHLETE shall do his/her utmost to be available for professional interviews or promotion events by the CEV or CEV Sponsors and shall use reasonable efforts to organize his/her schedule accordingly.
- 4.6. The ATHLETE shall not participate to any undertaking from a third party that, directly or indirectly, suggest or give the impression it is associated or connected by any mean to a CEV event. He shall do his/her utmost to avoid it
- 4.7. The ATHLETE shall make himself/herself available for local and CEV promotions whenever requested by the ORGANISERS, the host NF or the CEV if such promotions do not interfere with his/her preparation or scheduled matches.
- 4.8. The ATHLETE shall, whenever required, submit his/her own playing shorts/bottoms for approval to the CEV Technical Supervisor who shall verify whether they are in line with the uniform standards approved by the CEV Board of Administration, and the rules set out in the CEV Regulatory Framework; and that they are of the same colour and style as his/her partner. The uniform standards shall apply to every CEV event in the same way, so approval shall not be different per CEV EVENT. Verification shall take place no later than the Technical Meetings of each CEV event.
- 4.9. Accessories shall be approved by the CEV Technical Supervisor during the Preliminary inquiry before each CEV EVENT including temporary tattoos or medical taping, braces etc. Once approved, it shall not be allowed to include any new sponsors' logo/name on shorts/bottoms, hats, caps, bags, arm pads, head bands, etc.

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- 4.10. Subject to the provisions of the CEV Regulatory Framework regarding personal and organisers sponsors, during all CEV events the ATHLETE agrees not to wear a patch or logo except his/her country 3 letter code and/or flag, his/her NF logo, the CEV and/or the CEV event title and his/her respective name/nickname.
- 4.11. The ATHLETE shall wear the official tank-top/top if distributed by the organisers and his own approved shorts/bathing suit bottom during official warm-up period, competitions, ceremonies and interviews after the match.
- 4.12. The ATHLETE shall neither alter the official tank-top/top in any way nor cover the official CEV / Sponsors identification on the official uniform.
- 4.13. The ATHLETE shall not to be directly or indirectly involved in betting concerning competition where he/she participates. In case of breaching the above the ATHLETE shall face a number of penalties including fines, suspension and/or expulsion that may include the loss of eligibility of participation.

5. WAIVER

- 5.1. The ATHLETE irrevocably releases and waives all claims he/she has or may have against the CEV, CEV associated Sponsors/Suppliers and Organisers (and their respective members, directors, officers, employees, volunteers, contractors or agents) from any liability (to the extent permitted by law) for any loss, injury or damage that he/she may suffer in relation to any participation in the CEV events.
- 5.2. The ATHLETE herewith waives his/her right to claim from CEV, his/her NF and the CEV event organiser(s) or other natural or legal person involved in the organisation of the CEV event any payment other than the allocated prize money, if any, for his/her participation in the CEV event and the rights granted herein.

6. INDEMNIFICATION

- 6.1. The ATHLETE agrees, at his/her sole cost and expense, to indemnify and hold CEV and NF employees and members harmless from and against any and all claims, demands, causes of action, obligations, liabilities, losses, penalties, and expenses incurred by or on behalf of the CEV or a NF as a result of any material breach of any warranties, representations or agreements herein made by the ATHLETE including the use and exploitation by the CEV of any rights granted by the ATHLETE.

7. TERM/TERMINATION

- 7.1. This Commitment shall commence on the date hereof and shall automatically expire on the 31st of December of the respective year unless previously terminated pursuant to the terms hereof. It is agreed that the rights of exploitation of the likeness of the ATHLETE featured in this Commitment shall be extended beyond the terms in perpetuity on the world wide territory.
- 7.2. In the event of the CEV having conclusive evidence that the ATHLETE does not abide by the terms contained in this Commitment or should the ATHLETE be charged with an illegal act, anti-doping rule violation or criminal charge involving substance use or any case of unethical or unsportsmanlike behaviour (as determined by the CEV in its sole discretion), the CEV has full authority to cancel the ATHLETE's participation in a CEV event and terminate the present Commitment.
- 7.3. In the event that an ATHLETE is accused of breaching this Commitment and the breach is in the CEV's opinion remediable, the ATHLETE shall have seven days, from written notice given by the CEV through the ATHLETE's NF, to respond to the accusation and remedy the breach. If the breach is not remedied within this time limit, the CEV shall be entitled to terminate this Commitment.

8. NF's COMMITMENT

The NF acknowledges that:

- 8.1. It is empowered to register the ATHLETE to take part in CEV events according to the CEV Regulatory Framework.
- 8.2. The NF acknowledges that it carefully verified the citizenship of the ATHLETE and warrants that the ATHLETE hold the citizenship of the country of the NF. The NF acknowledges that the fact to register and/or grant a licence to an ATHLETE not complying with the FIVB Beach Volleyball Regulations is a breach of the latter.

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- 8.3. The NF acknowledges that the ATHLETE is registered with the NF and/or hold a licence with the NF. The NF warrants that such registration and/or licence has been issued in accordance with the FIVB Beach Volleyball Regulations. The NF warrants that the ATHLETE is not registered and/or does not hold a licence with another National Federation. The NF acknowledges that it carefully verified the above mentioned.
- 8.4. It agrees and assumes the responsibility of the ATHLETE's participation in CEV events and the right to represent the ATHLETE's interests, within the CEV, in accordance with the terms of this Commitment and in full respect of the CEV Regulatory Framework.
- 8.5. It has provided the ATHLETE with all information concerning the CEV Regulatory Framework.
- 8.6. The prize money earned by the ATHLETE in a CEV event and wired to his/her NF shall be forwarded accordingly to the concerned ATHLETE.

9. APPLICABLE LAW, DISPUTE RESOLUTION

- 9.1. This Commitment shall be governed by and construed in accordance with Luxembourgish law.
- 9.2. The ATHLETE, the CEV and the NF agree that any dispute, controversy or claim arising out of, in connection with, or on the occasion of this CEV event which cannot be settled amicably and which remains unsettled shall be submitted to the relevant CEV institution according to the CEV Regulatory Framework..
- 9.3. Neither the ATHLETE nor the CEV nor the NF shall and hereby waive their right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

10. ENTIRE AGREEMENT, SEVERABILITY

- 10.1. Should any provision of this Commitment be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or operation of any other provision. In such case, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 10.2. This Commitment constitutes the entire agreement between the parties in relation to its subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between the parties, whether oral or written, in relation to this subject matter. Any amendments to this Commitment shall be in writing.

The ATHLETE and the NF declares to have read, understood and hereby decided to sign this Commitment ratifying all the terms of its content.

ATHLETE'S NAME (in Capital letters) _____

ATHLETE'S SIGNATURE _____

ATHLETE LEGAL REPRESENTATIVE'S NAME & SIGNATURE _____

(In case the ATHLETE is considered as a minor according to the Law of the country of his/her National Federation)

_____ Name of the President and/or Secretary General (printed)	
_____ Signature of the President and/or Secretary General	Seal of the National Federation
_____ Date and Venue	

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**CEV BEACH VOLLEYBALL
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ATHLETE'S HEALTH CERTIFICATE

Country the player represents: _____

Last Name (printed): _____ **First Name:** _____

Date of birth: _____ **Country of birth:** _____
Day Month Year

Date of the Medical Examination: _____
Day Month Year

Herewith I confirm that my name stated herein is accurate and, under oath, I declare that I have not taken and shall not take any forbidden substances or used forbidden methods listed in the FIVB or CEV or WADA anti-doping regulations; thus fully respecting the WADA Regulations. Therefore I affirm to not be on sanctions by any sport organization.

Date & Signature of the Player

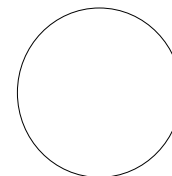
The Player you are examining might be playing under demanding and stressful conditions including heat, high humidity, exposure to intense sunlight and high physical exertions which can last for as long as 2 hours. Herewith I confirm, under oath that to the best of my knowledge and after professional medical examination of the player mentioned herein, he/she is in good health, able to travel by any means of transportation and participate in Beach Volleyball competitions.

Name of the Medical Doctor (printed)

Address of the Medical Doctor (printed)

Signature of the Medical Doctor

Name of the President and/or Secretary General (printed)



Signature of the President and/or Secretary General

Seal of the National Federation

Date and Venue

Please upload this form duly completed no later than the respective registration deadline before the event to the FIVB/CEV online system.