

2019 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 _____ / _____ / **2019**

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, Official Communications and decisions, the CEV Beach Volleyball Regulations & Guidelines 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 competitions as well as any other Beach Volleyball event, currently or in the future, sanctioned by the CEV 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.

1. PARTICIPATION RESPONSIBILITIES

- 1.1. The ATHLETE is free to enter or not CEV competitions 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 Beach Volleyball competitions.
- 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 written authorisation 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 herewith waives his/her right to claim from CEV, his/her NF and the CEV competition organiser(s) or other natural or legal person involved in the organisation of the CEV competition any payment other than the allocated prize money if any for his/her participation in the CEV competition and the rights granted herein.
- 1.4. 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.
- 1.5. Upon signing the agreement to enter CEV competitions 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 competition; 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 competition or only after his /her NF, as per the CEV Regulatory Framework, has registered him/her.
- 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 competition and acknowledging the risk of injuries due to the game itself and, at least 30 days prior to the start of a CEV competition, the Anti-Doping Certificate obtained after having successfully completed the latest FIVB's Anti-Doping education online program "Play Clean!" (<http://playclean.fivb.com>).
- 2.3. 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/her NF within a reasonable time limit. The ATHLETE herewith authorises his/her NF to receive payments on his/her behalf.
- 2.4. The ATHLETE (or his/her NF) freely consent to provide the CEV with a certified statement featuring the name of the account holder, the name and full address of the beneficiary, name and full address of the beneficiary's bank, the IBAN account number and Swift Code, if requested. The personal bank information will remain strictly confidential and only use for financial purposes. The ATHLETES is aware of its right to access, rectify or object of such processing.
- 2.5. 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 competition.
- 2.6. If a CEV competition 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 30 days before a CEV competition, 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.
- 2.7. The ATHLETE agrees that he/she shall take part in a CEV competition 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 NF before taking part; according to the CEV policy of "freedom to choose", subject to the terms of this Commitment.
- 2.8. The ATHLETE shall represent himself/herself and the sport of Beach Volleyball to the highest standards at all times showing good behaviour and fair play to the sport and its members and governing bodies, sponsors and organisers.
- 2.9. The ATHLETE shall comply and abide at all times with the CEV Regulatory Framework. The ATHLETE breaching any of the provisions of the CEV Regulatory Framework shall bear the sanctions mentioned in the latter.

3. ATHLETE'S ACCESSORIES, UNIFORMS & ENDORSEMENT RIGHTS

The ATHLETE acknowledges that during the competitions he/she has only the right to use or wear accessories and uniforms which complies to the requirements stated in the CEV Regulatory Framework.

4. CEV & CEV'S SPONSORS/SUPPLIERS RIGHTS

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

- 4.1. The rights to use and promote the ATHLETE's name or likeness, photograph, video footage, voice, biography (hereinafter "ATHLETE'S identification") for the promotion of CEV, Sponsors/Suppliers and Organisers in connection with the CEV competitions. The CEV acknowledges that it shall use this right only in connection with the CEV competitions and activities.
- 4.2. 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.

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- 4.3. 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 competitions' matches (real or simulated) but always with reference to the CEV competitions.
- 4.4. 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 CEV competition or to the totality of the CEV competitions without compensation. The CEV hereby waives any right to such compensation for the ATHLETE.
- 4.5. The right to licence, sub-licence, assign or transfer the rights mentioned herein at the CEV's sole discretion to any third party.
- 4.6. 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.

5. RIGHTS AND OBLIGATIONS

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

- 5.1. 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.
- 5.2. 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.
- 5.3. The ATHLETE shall be present for the award ceremony at each of the CEV competitions 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.
- 5.4. The ATHLETE shall avoid, impeded and stop any suggestion or given impression that a third party is associated or connected, by any means and in any form, to the CEV or a CEV competition. The ATHLETE shall refrain from being involved or contributing, directly or indirectly, actively or not, to such third party association.
- 5.5. The ATHLETE shall participate without excuse neither pretext, upon the CEV's request, in a minimum of one hour per day at all CEV competitions 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 competitions 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 competition when requesting the ATHLETE'S participation.
- 5.6. 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 mentioned 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 competition in the same way, so approval shall not be different per CEV competition. Verification shall take place no later than the Technical Meetings of each CEV competition.
- 5.7. The CEV Technical Supervisor shall approve accessories during the Preliminary inquiry before each CEV competition including temporary tattoos or medical taping, braces etc, in line with the standards mentioned in the CEV Regulatory Framework. 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.
- 5.8. Subject to the provisions of the CEV Regulatory Framework regarding personal and organisers sponsors, during all CEV competitions 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.

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- 5.9. 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.
- 5.10. The ATHLETE shall neither alter the official tank-top/top in any way nor cover the official CEV / Sponsors identification on the official uniform.
- 5.11. The ATHLETE shall abide by the FIVB/CEV Regulatory Framework (including the Betting and Manipulation of results Rules). For the sake of clarity, betting on the sport of volleyball is prohibited at all times.

6. WAIVER

- 6.1. The ATHLETE irrevocably releases and waives all claims he/she has or may have against the CEV, CEV associated Sponsors/Suppliers, Organisers and Partners (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 competitions.

7. INDEMNIFICATION

- 7.1. The ATHLETE agrees, at his/her sole cost and expense, to indemnify and hold CEV or a National Federation 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 National Federation as a result of any private wrong or 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.

8. TERM/TERMINATION

- 8.1. This Commitment shall commence on the date hereof and shall automatically expire on 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 worldwide territory.
- 8.2. 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 competition and terminate the present Commitment.
- 8.3. 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.

9. NF's COMMITMENT

By signing this commitment, the NF agrees and/or acknowledges the following:

- 9.1. It is empowered to register the ATHLETE to take part in CEV competitions according to the CEV Regulatory Framework.
- 9.2. It carefully verified the nationality of the ATHLETE and warrants that the ATHLETE hold the nationality 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.
- 9.3. The ATHLETE is registered with the NF and/or holds 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.
- 9.4. It assumes the responsibility of the ATHLETE's participation in CEV competitions 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.

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- 9.5. It has provided the ATHLETE with all information concerning the CEV Regulatory Framework.
- 9.6. The NF agrees, at its sole cost and expense, to indemnify and hold CEV or a National Federation 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 National Federation as a result of any private wrong or any material breach of any warranties, representations or agreements herein made by the NF or the ATHLETE.
- 9.7. The prize money earned by the ATHLETE in a CEV competition and wired to his/her NF shall be forwarded accordingly to the concerned ATHLETE.

10. APPLICABLE LAW, DISPUTE RESOLUTION

- 10.1. This Commitment shall be governed by and construed in accordance with the Law of Luxembourg.
- 10.2. 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 competition which cannot be settled amicably and which remains unsettled shall be submitted to the relevant CEV institution according to the CEV Regulatory Framework.
- 10.3. 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.

11. ENTIRE AGREEMENT, SEVERABILITY

- 11.1. 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.
- 11.2. 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.

I agree that the CEV may use my below social media details for the purpose of promoting the sport of Beach Volleyball on the CEV social media channels; but not for commercial exploitation

Facebook: _____ Twitter: _____

Instagram: _____ YouTube: _____

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)	<p>Seal of the National Federation</p>
_____ Signature of the President and/or Secretary General	
_____ Date and Venue	

BV-01

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ATHLETE'S HEALTH CERTIFICATE

THE PLAYER YOU ARE EXAMINING WILL PLAY UNDER DEMANDING AND STRESSFUL CONDITIONS INCLUDING ALL KIND OF WEATHER CONDITIONS LIKE HEAT, COLD, HIGH HUMIDITY, EXPOSURE TO INTENSES SUNLIGHT, HIGH ALTITUDE AND HIGH PHYSICAL EXERTIONS WHICH CAN LAST TILL 3 HOURS.

PLAYER LAST NAME :	FIRST NAME :
BIRTH DATE :	REPRESENTED NF :

HEREWITH I CONFIRM THAT TO THE BEST OF MY KNOWLEDGE AND AFTER PROFESSIONAL MEDICAL EXAMINATION OF THE PLAYER HEREIN MENTIONED, HE/SHE IS IN GOOD HEALTH, ABLE TO TRAVEL BY ANY MEANS OF TRANSPORTATION AND PLAY IN VOLLEYBALL COMPETITIONS.

AS A PARTICIPANT IN A CEV EVENT, HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. I have had an opportunity to review the FIVB Medical & anti-doping Regulations and the CEV Beach Volleyball Regulations and Regulatory Framework.,
2. I consent and agree to comply with and be bound by all of the provisions of the FIVB Anti-Doping Rules, including but not limited to, all amendments to the Anti-Doping Rules and all International Standards incorporated in the Anti-Doping Rules.
I consent and agree to the creation of my profile in WADA Doping Control Clearing House (ADAMS), as requested under WADA Code to which the FIVB, as an IF, is a signatory, and/or any other authorized National Anti-Doping Organizations (NADOs) similar system under the FIVB's agreement for the sharing of information, and to the entry on my doping controls, Whereabouts and Therapeutic Use Exemptions related data in this system. I acknowledge that I will have access and will be able to revise all personal information that I have provided through ADAMS. "
3. The Athlete and the CEV agree that any dispute, controversy or claim arising out of or in connection with a decision made pursuant to the FIVB Medical and Anti-Doping Regulations, which cannot be settled amicably and which remains unsettled once the legal remedies established by the FIVB Medical and Anti-Doping Regulations and FIVB/CEV Disciplinary Regulations have been exhausted, shall be submitted exclusively to the Court of Arbitration for Sport (CAS) for final and binding arbitration in accordance with the Code of Sports-related Arbitration in force at the time a notice for arbitration is submitted, which shall be conducted in English with its seat in Lausanne, Switzerland."
4. I consent that certain personal information, such as my name and date of birth, may be disclosed to the public for a period of time in a final decision issued by the FIVB Disciplinary Panel in accordance with the FIVB's public disclosure requirements as a signatory of the World Anti-Doping Code.
5. I have read and understood this Acknowledgement and Agreement.

PLAYER SIGNATURE	DOCTOR NAME
SIGNATURE:	LAST NAME : FIRST NAME : SIGNATURE :

MEDICAL EXAMINATION :	PLACE	D	M	Y
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Please upload this form duly completed no later than the respective registration deadline before the competition to the FIVB/CEV online system.