

ATHLETE AGREEMENT

KICKBOXING FEDERATION OF SINGAPORE

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ABOUT KICKBOXING FEDERATION OF SINGAPORE

1. Kickboxing Federation of Singapore committed to the development of Kickboxing in Singapore. Through several initiatives and activities, Kickboxing Federation of Singapore aims to;
 - a. Organize, promote and develop the sport on a national scale.
 - b. Promote an interest in the sport of kickboxing as a way of fitness and healthy living
 - c. Develop and intensify friendship and co-operation among members of the kickboxing fraternity
 - d. Groom, train and develop potential competitive athletes for international competitions.
 - e. Assist national athletes, where possible, in pursuit of excellence in the sport of kickboxing.
 - f. Resolve disputes, if any that may arise within the Federation or the athletes.
 - g. Set up the rules and regulations of Kickboxing
 - h. Issue Kickboxing proficiency, coaching certificates and other standards from time to time.

2. This Athlete Agreement ("this Agreement") is made between Kickboxing Federation of Singapore and the undersigned Athlete ("the Athlete") in accordance with;
 - a. the Kickboxing Federation of Singapore's objective and targets in developing Kickboxing in Singapore and
 - b. with reference to the Code of Athlete Management for National Sports Associations (version 2011) as published by the Ministry of Community Development, Youth and Sports (MCYS) and Sport Singapore (SportSG)

PURPOSE AND BACKGROUND

3. By signing on this document, the Athlete unconditionally accepts and will abide by the terms of this Agreement.
4. Parents / Guardians of Athletes below 21 years of age must sign on this document signifying their acceptance of the terms and their consent to the Athlete's participation.
5. All Parties agree to work together to achieve sports excellence and glory for Singapore.

ATHLETE AGREEMENT

THE UNDERSIGNED PARTIES HEREBY AGREE as follows:

1. DEFINITIONS

- 1.1. In this Agreement, where the context requires, words importing the singular number include the plural number and vice versa; and words importing the masculine gender include feminine gender.

2. ATHLETE'S OBLIGATIONS

- 2.1. The Athlete acknowledges Kickboxing Federation of Singapore's obligations to support his continued development as a high-performance athlete. The Athlete should:
- (a) Endeavor to achieve the agreed performance targets as set out in his/her Kickboxing Federation of Singapore's Application Form; and
 - (b) Abide by the Athlete's Code of Conduct Set out in Schedule A; and
- 2.2. The Athlete accepts:
- (a) That Kickboxing Federation of Singapore reserves discretion in all matters relating to his/her participation in the National Training Squad (NTS) and/or TEAM Programme and that Kickboxing Federation of Singapore decision on such matters is final.
 - (b) That his/her involvement in the National Training Squad (NTS) and/or TEAM Programme is subject to monthly performance and reviews.
 - (c) That his/her participation in sporting activities carries the risk of personal injury and death. The Athlete also agrees to take all reasonable care to avoid harm to self and/or others.
 - (d) He/She must declare all existing sponsorship(s) received.
 - (e) Refrain from participating in any kickboxing activity, competition, event and/or training that is not sanctioned by Kickboxing Federation of Singapore, unless approval is granted.
 - (f) Refrain from participating in any other kickboxing activity, competition, event and/or training that is not permitted under the policies of the Kickboxing Federation of Singapore, unless approval is granted.
- 2.3. The Athlete will work towards his/her potential in studies and/or occupation whilst training and competing.

ATHLETE AGREEMENT

3. ROLE OF KICKBOXING FEDERATION OF SINGAPORE

- 3.1. The Kickboxing Federation of Singapore agrees to manage and govern the athlete's high-performance related issues in accordance with good governance and best practices.
- 3.2. The Kickboxing Federation of Singapore agrees to undertake all responsibilities, described in Schedule B, to design and effectively implement the athlete's development plans.
- 3.3. The Kickboxing Federation of Singapore agrees to abide by and comply with the principles of the Code of Athlete Management ("COAM") at all times.

4. ROLE OF PARENT / GUARDIAN

- 4.1. The Parent / Guardian of an Athlete below twenty-one (21) years of age consents to the Athlete's participation in the National Training Squad (NTS) and/or TEAM Programme and obligations of this Agreement.
- 4.2. The Parent / Guardian confirm that the particulars given in Schedule C are true and accurate. Any changes in their particulars should be reported to Kickboxing Federation of Singapore immediately.

5. TRAINING DIFFICULTIES / PERFORMANCE REVIEW

- 5.1. If the Athlete fails to fulfill his/her obligations under this Agreement, Kickboxing Federation of Singapore shall send a written notice to the respective Athlete identifying the specific shortcoming, the required remedial action and a period within which the remedial action must be complied with (minimum 14 days).
- 5.2. All parties agree to resolve issues in a consultative manner and maintain confidentiality. They will endeavour to achieve a resolution satisfactory to all Parties. Wherever possible, a consensus of the Parties will be taken to ascertain the best solution.
- 5.3. All training difficulties will be dealt with in accordance with the dispute resolution procedures provided for in Clause 7.

ATHLETE AGREEMENT

6. ATHLETE'S MONETARY INCENTIVE

- 6.1. In the event the Athlete is entitled to receive monetary incentives, as offered and awarded by sponsors and/or in relation to any reward programme under the purview of SportSG, in respect to achieving medal results in major competitions (such as SEA Games, Asian Games, Commonwealth Games, Olympic Games, etc), he/she agrees to contribute 20% of this monetary incentive (amounts of S\$5,000.00 and above) to Kickboxing Federation of Singapore in acknowledgement of its development support in achieving the result.
- 6.2. Kickboxing Federation of Singapore will recognise this contribution by allocating it as part of, and only for the use of athletes' developmental programmes.

7. DISPUTE RESOLUTION

- 7.1. In the event of any dispute, the parties agree to follow the prescribed dispute resolution procedure:
- (a) To engage in good faith negotiations for 21 days to seek an amicable solution upon receiving notice to do so.
 - (b) Dispute(s) that cannot be resolved shall be referred to the Singapore Mediation Centre for mediation and arbitration in accordance with the Framework for Alternative Dispute Resolution for Sports.

8. BREACH OF THIS AGREEMENT

- 8.1. The Athlete, the Parent / Guardian and the Kickboxing Federation of Singapore agree to abide by all the terms and obligations contained in this Agreement. Failure to do so would constitute a breach of this Agreement.

9. TERMINATION AND CONSEQUENCES

- 9.1. The Athlete may, after prior consultation and discussion with the High-Performance Coach and Kickboxing Federation of Singapore, withdraw from the National Training Squad (NTS) and/or TEAM Programme at any time. Such termination will take effect on the date that Kickboxing Federation of Singapore receives the Athlete's written notice of termination. Where the Athlete is a

ATHLETE AGREEMENT

minor, the written notice of termination must be countersigned by the Parent / Guardian.

- 9.2. If the Kickboxing Federation of Singapore decides to terminate this Agreement, it must advise the Athlete in writing with specific reason(s) for termination. The Kickboxing Federation of Singapore must ensure access to an appeal process.
- 9.3. Kickboxing Federation of Singapore may immediately terminate the Athlete's involvement in the National Training Squad (NTS) and/or TEAM Programme under the following circumstances:
- (a) The Athlete is in breach of any Anti-Doping Rules and / or returns a positive drug test;
 - (b) The Athlete leaves Singapore to represent any other sporting organization or country without first having obtained written approval from Kickboxing Federation of Singapore. Kickboxing Federation of Singapore reserves the right to refuse such approval in its sole discretion.
 - (c) Where the Athlete is found to have engaged in Corrupt Practices.
- 9.4. In the event that the Athlete's membership on the National Training Squad (NTS) and/or TEAM Programme is terminated by Kickboxing Federation of Singapore, Kickboxing Federation of Singapore shall serve written notice that includes:
- (a) A description of the infraction(s) that warrant the proposed suspension / termination.
 - (b) The proposed suspension or disciplinary action.
 - (c) The rationale for such a decision.
- 9.5. Following notification of either a performance- or behaviour- related decision, the Athlete will be given sufficient time to make the necessary improvements. For behaviour-related decisions, the Athlete is expected to effect improvements and make submissions to Kickboxing Federation of Singapore within ten (10) days of notification. Kickboxing Federation of Singapore should have reasonably sufficient time to make its assessment. The decision to suspend, terminate or impose disciplinary action will not be taken until the Athlete has made the submissions or if the ten (10) days has expired, whichever occurs first.

ATHLETE AGREEMENT

APPEAL & REQUEST FOR REVIEW

- 9.6. The Athlete may appeal against Kickboxing Federation of Singapore's decision to terminate the Agreement if the specified infraction(s) constitute a technical breach, but can be shown not to have violated the intent of the Agreement. Such cases may, at Kickboxing Federation of Singapore's sole discretion, be treated as insufficient grounds for termination.
- 9.7. In any such review, Kickboxing Federation of Singapore will decide whether to continue to provide support to an Athlete on the basis of written and/or oral submissions from the Athlete. Kickboxing Federation of Singapore will inform the Athlete of its decision in writing.

CONSEQUENCES

- 9.8. Upon termination of this Agreement, the following consequences will apply:
- (a) The Athlete shall cease to be involved in the National Training Squad (NTS) and/or TEAM Programme and shall no longer be entitled to any benefits under the National Training Squad (NTS) and/or TEAM Programme.
 - (b) The termination will not affect any rights and remedies that any party may have accrued to any party before the date of such termination.
 - (c) Athletes found guilty of breaching any anti-doping rules and regulations or to have engaged in corrupt practices must return athlete support funding received within the current financial year.

10. EXCLUSION OF LIABILITY AND INDEMNITY

- 10.1. The Athlete and the Parent / Guardian unconditionally accept that: -
- (a) The Athlete's participation and membership in the National Training Squad (NTS) and/or TEAM Programme is at his own risk and shall absolve Kickboxing Federation of Singapore and its servants from all liability in respect of any loss, damage, injury or death arising from with the Athlete's participation in the National Training Squad (NTS) and/or TEAM Programme.
 - (b) They agree to indemnify Kickboxing Federation of Singapore and its servants against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever which may be taken or made against Kickboxing Federation of Singapore or incurred or become payable by Kickboxing Federation of Singapore in respect of injury (whether fatal or



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ATHLETE AGREEMENT

otherwise) to any person or damage or loss to any property occasioned directly or indirectly by any act, omission or other default by the Athlete in relation to fulfilling his obligations under this Agreement.

ATHLETE AGREEMENT

11. INTELLECTUAL PROPERTY

- 11.1. All parties understand and accept that Kickboxing Federation of Singapore owns intellectual property rights in products, events, promotions used in relation to the National Training Squad (NTS) and/or TEAM Programme and that of the athlete support schemes as specified in Schedule B and will not do anything to cause such intellectual property rights to be interfered with, diminished and or damaged.
- 11.2. The Athlete and Parent / Guardian understand and consent that the utilization of the Athlete's name, image, likeness, performance and appearances in events/activities (including photographs, digital images, film and recordings) by the Kickboxing Federation of Singapore will be permitted during and after the termination of this Agreement. The Kickboxing Federation of Singapore will ensure that such use is not detrimental to the Athlete's reputation, derogatory or offensive.

12. NO CORRUPTION

- 12.1. The Athlete, the Parent / Guardian, the Surety and /or the Kickboxing Federation of Singapore shall not, before during or after the signing of this Agreement, be involved in any corrupt practices.

13. CONFIDENTIALITY

- 13.1. Unless required by law, all Parties shall keep the terms and conditions of this Agreement confidential and all information exchanged as a result of this Agreement should not be used for purposes other than in furtherance of this Agreement without first seeking and receiving the prior written consent from the other Parties to this Agreement.

14. ENTIRE AGREEMENT / VARIATIONS

- 14.1. This Agreement contains the entire agreement between the Athlete, the Parent / Guardian and Kickboxing Federation of Singapore. No variation of the terms of this Agreement shall be valid or binding on Kickboxing Federation of Singapore unless consented in writing to such variation.

ATHLETE AGREEMENT

- 14.2. The Parties agree that Kickboxing Federation of Singapore shall also have the absolute right at any time to review and vary the terms of this Agreement in any manner it deems fit, and such variation shall be effective upon expiry of thirty (30) days' written notice to the Athlete of such variation.

15. INVALIDITY

- 15.1. If any provisions of this Agreement are held to be invalid, illegal or unenforceable, such provisions shall be severed from this Agreement without affecting the validity, legality or enforceability of the other provisions.

16. NOTICES

- 16.1. Any document, notice or demand or legal process to be given to or made on the Athlete, Parent / Guardian shall be deemed sufficiently given if the same is left at or sent by prepaid post to their last known address and if sent by post shall be conclusively deemed to have been received by the Athlete, Parent / Guardian within forty-eight (48) hours after the time of posting.

17. NO PARTNERSHIP

- 17.1. This Agreement shall not constitute or imply any partnership, joint venture, agency or any other relationship between the Parties other than the specific relationships expressly provided for in the Agreement.

18. EXCLUSION OF THIRD PARTY RIGHTS

- 18.1. The Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not, under any circumstances, apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to or otherwise identified, or form part of a class of persons so named, referred to or identified in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Agreement or any of its terms.

ATHLETE AGREEMENT

19. LANGUAGE

- 19.1. This Agreement has been drafted in the English Language. If a version of this Agreement is prepared and provided to you in another language, such a translated Agreement will be for convenience of reference only and any question as to the interpretation of any provision of this Agreement shall be determined based solely upon the English form of this Agreement.

20. GOVERNING LAW

- 20.1. This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of Singapore.



ATHLETE AGREEMENT

Note: The Schedules A to D which follow are integral parts of this Agreement.

IN WITNESS WHEREOF the Athlete, the Parent / Guardian (where applicable), the witness, and Kickboxing Federation of Singapore have signed this Agreement on this ____ day of _____ (month) _____ (year), accepting the terms and conditions of this National Training Squad (NTS) Agreement / TEAM Athlete Agreement from January 2019 to December 2019.

The Federation

Name : _____
NRIC No. : _____
Designation : President/ Vice President/ Secretary
Signature & Date on behalf of the
Kickboxing Federation of Singapore : _____

The Athlete

Name : _____
NRIC No. : _____
Signature & Date : _____

The Parent / Guardian (if athlete is below age 21)

Name : _____
NRIC No. : _____
Signature & Date : _____

All in the presence of the Witness

Name : _____
NRIC No. : _____
Designation : _____
Signature & Date : _____