



**AUSTRALIAN  
CHEER UNION**

# **Australian Cheer Union**

**High Performance**

**Staff Agreement and Code of Conduct**

**Version 1.1**

**31<sup>st</sup> August 2022**

**AUSTRALIAN CHEER UNION Ltd.**  
**High Performance Staff Agreement**  
**And Code of Conduct**

A.B.N 634 925 39



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**STAFF AGREEMENT AND CODE OF CONDUCT**

Your selection as part of an Australian Cheer Union Team (Coach/Staff Member) is conditional on you agreeing and signing this Agreement and observing all the terms and conditions detailed in this document.

THE AGREEMENT IS MADE ON THE \_\_\_\_\_ day of  
\_\_\_\_\_ 2022

Between

Australian Cheer Union LTD  
P.O. Box 785,  
Park Ridge QLD 4125

And

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Telephone)  
\_\_\_\_\_ (Mobile)

## BACKGROUND

- a. Australian Cheer Union Inc is responsible for selecting a Team for all National Teams at National and International events, including camps, training events.
- b. You wish to be eligible for selection in this Team in a Coaching / support staff capacity
- c. You agree to be bound by the terms and conditions of this Agreement in consideration for being selected in the Team.

## 1. INSTRUCTIONS

- 1.1. This document has been put into place to ensure that all athletes, staff and team officials representing Australian Cheer Union are fully aware of the conditions of selection/contract and agree to conduct themselves in a manner that sets a positive public image for Australian Cheer Union, the sport of Cheerleading and Performance Cheerleading, the team and the athletes own personal profile within Australia and overseas by establishing standards of performance and code of conduct for all team members.
- 1.2. You should carefully read this Agreement so as to understand the document and the consequences flowing from any breach of its terms and conditions. It is recommended that you obtain independent advice in relationship to this document to ensure you fully understand all the terms and conditions. If you change or alter any part of this Agreement you will forfeit selection as part of the Australian Cheer Union Team.
- 1.3. Complete and sign Schedule 1, which requires you to acknowledge your agreement and acceptance of the Agreement. Sign, where indicated in the presence of a witness above 18 years of age. The witness must sign the Agreement where indicated.
- 1.4. Staff should retain a copy of this Agreement for their records; by accepting an official position into the team as a staff member, you have agreed to adhere to the Australian Cheer Union Staff Agreement and Code of Conduct and accept any penalties imposed following a breach.
- 1.5. Send the signed Agreement to; [kym@australiancheerunion.org](mailto:kym@australiancheerunion.org)

## 2. DEFINITIONS

In this document the words and phrases below have the following meanings

**Athlete** - means a person registered with Australian Cheer Union.

**Australian Cheer Union** - means Australian Cheer Union Ltd or ACU.

**Board** - means the Australian Cheer Union National Board.

**Bring into Disrepute** - In this Agreement the term “Bring the sport into Disrepute” means – To act in a manner that would lead to the dishonor or discredit of Australian Cheer Union, the High Performance Program, the team or to affect the performance of yourself or a fellow team member.

**By-Laws** - means the Policies and By-Laws of Australian Cheer Union created in accordance with the Constitution.

**CEO** - means the Australian Cheer Union Chief Executive Officer.

**Coach(es)** - means those person/s appointed by Australian Cheer Union as Coach(es) of a Team.

**Constitution** - means the Constitution of Australian Cheer Union.

**Controversy** – means a state of prolonged public dispute or debate.

**Code of Conduct** - means the Code of Conduct detailed in this Agreement and detailed in the Australian Cheer Union Member Protection Policy and the Australian Cheer Union Code of Conduct.

**Disrepute** – means to bring onto the sport, the organisation, individual/s or one self, damage or loss of reputation, discredit, dishonour, shame of good reputation and name within the sporting or general community.

**Eligibility Criteria** – means the performance standards, administrative requirements and personal standards set by ACU, International Cheer Union or any other controlling organisation.

**Event** - means the competition/s for which the team is selected, any training or lead up events and associated travel.

**HPM** - means High Performance Manager.

**Identity** - means your likeness, name, voice, signature, reputation, nicknames, media tags, photographs or caricatures or cartoons or anything else that identifies you.

**Member** - means a Registered Affiliate of Australian Cheer Union as detailed in Clause 5 of the Constitution.

**National Anti Doping Organisation** – means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, the conduct of hearings, at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee.

**NHC** - means National Head Coach.

**Team Official** – means any person elected or appointed to any position with Australian Cheer Union or otherwise employed by Australian Cheer Union.

**Privacy Policy** – means the Privacy Policy published and available on the Australian Cheer Union website from time to time ([www.australiancheerunion.org](http://www.australiancheerunion.org)).

**Rules** – means the Rules of Cheerleading and Performance Cheerleading approved by the Australian Cheer Union Board or issued by International Cheer Union.

**Sponsor** – means a sponsor of Australian Cheer Union.

**Staff member** - means a contracted staff member as part of the team. This person may have dual roles and responsibilities as directed by the High Performance Manager. A staff member is representing Australian Cheer Union whilst at the event, including travel to and from the event/camp/training.

**Team** – means any team of athletes, coaches officials or appointed support staff.

**Team Manager** – means the person appointed by Australian Cheer Union to have overall management and responsibility of the Team.

**Team Uniform** – means the official uniform of Australian Cheer Union and the Team as determined by Australian Cheer Union from time to time.

**Training Camp** – means a training camp organised by Australian Cheer Union from time to time for the team.

**International Cheer Union (ICU)** - means the International Federation for Cheerleading and Performance Cheerleading

**You** – means the Team Member who's name appears on the first page of this Agreement and having signed and submitted Schedule 1. Your and Yourself - have the same meaning

### 3. BEHAVIORS OF A HIGH PERFORMANCE PROGRAM

The following is a guide to the professional standards required from each staff member in the Australian Cheer Union High Performance Program and National Team. Its purpose is to give Staff an overview of the professional standards requirement to be a staff member in the Australian Cheer Union High Performance Program and National Team.

Australian Cheer Union regards highly all staff involved in the High Performance Program and in return expects a high degree of personal integrity and competence. This by nature includes areas of personal conduct and behaviour as well as staff endeavours and determination to succeed in helping the athletes achieve on a world stage.

This document will assist team members to understand the expectations of Australian Cheer Union on staff in the High Performance Program and National Team.

## **COACHING STAFF TRADEMARK**

- Planning
- Excellence
- Respect
- Forward
- Effort
- Challenge
- Team

## **COACHING STAFF BEHAVIOURS**

The coaching staff will endeavour to;

- Continue to learn
- Be at the cutting edge of coaching practice
- Demonstrate consistent behaviour
- Be well prepared and plan thoroughly
- Believe in the process
- Be clear and decisive
- Strive for success

The coaching staff will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed;

- Fairness
- Maturity
- Personal Integrity
- Commitment to Coaching
- Commitment to Australian Cheer Union TEAM TRADEMARK
- Perfection
- One direction
- Winning in mind
- Effort – 100%
- Rewards Replicates effort

## **TEAM BEHAVIOURS**

- Selfless
- Responsible for other team members
- Honesty
- Excellence

## **UNACCEPTABLE BEHAVIOURS**

- Short cuts, not giving 100%
- Dishonesty
- Disrespect of fellow athletes, coaches, support staff and Australian Cheer Union
- Breaching this team agreement
- Undermining or effecting the performance of fellow athletes and staff

The team will also uphold a standard of professional integrity. This will include a willingness to demonstrate in action and in deed:

- Fairness
- Maturity
- Personal Integrity
- Commitment in achieving personal best
- Commitment to Australian Cheer Union

## 4. INTRODUCTION

- 4.1 This agreement sets out the terms and conditions governing your selection for the team and participation in the event/s.
- 4.2 You agree:
- a) That your membership of the Team and the benefits associated with such membership are conditional upon you signing this Agreement and complying with its terms and conditions, and
  - b) To be bound by and to comply with this Agreement.
- 4.3 This Agreement commences on:
- a) The date at which ACU receives a signed copy of this Agreement from you, referred to as the "Commencement Date".
- 4.4 This Agreement concludes on the return from competition.
- 4.5 For the avoidance of doubt, this Agreement applies as a Team member at the event/s including Training Camps or lead up events.

## 5. CONDITIONS OF TEAM MEMBERSHIP

- 5.1 You acknowledge that your selection for, and continued membership of the Team, is at the discretion of ACU and conditional upon;
- a) You signing and returning to Australian Cheer Union this and the cover page of this Agreement and the form set out in Schedule 1;
  - b) You, not at any time having been convicted of, or charged with, any serious offence involving alcohol or drugs, violence, or any sex offence which is punishable by imprisonment unless you have previously disclosed the offence in writing to ACU and ACU has consented in writing to you being available for selection in the Team;
  - c) You not at any time having been engaged in conduct which is or is not publicly known and in the absolute discretion of ACU breach this Agreement or the ACU Member Protection Policy and would be likely to bring you, ACU, the Team or the sport into disrepute or controversy unless you have previously disclosed the offence in writing to ACU and ACU has consented in writing to you being available for selection in the Team;
  - e) You have satisfied the eligibility criteria for selection for the Team and being selected for the same.
- 5.2 You acknowledge that if you fail to comply with Clause 5.1, ACU may terminate your membership of the Team and subject to the disciplinary procedures set out in this Agreement.

## 6. YOUR GENERAL OBLIGATIONS

- 6.1 Rules
- 6.1.1 You must comply with ACU Rules, Constitution and By-Laws
  - 6.1.2 You must comply with the World Cheerleading Rules, constitution and By-Laws
  - 6.1.3 You must comply with the ACU Code of Conduct and ACU Member Protection Policy both available on the ACU website [www.australiancheerunion.org](http://www.australiancheerunion.org)
  - 6.1.4 Conduct yourself so as to obtain and maintain your best possible standard of mental, physical fitness and health to perform your role to the highest possible standard when you are a Team Member at the Event, including ACU training camps and carry out your duties to the Team to the best of your ability.
  - 6.1.5 Not in ACU's sole opinion, be involved in, nor persist with, any conduct, activity or situation that may;
    - a) Harm ACU or its name or reputation;
    - b) Harm the name of any sponsor;

- c) Harm of interfere with ACU contractual relationships with, or obligations to any sponsor;
- d) Bring you, the team, team members, ACU or a sponsor into disrepute, contempt, controversy, scandal or ridicule;
- e) Offend public opinion or the sensibilities of any group.
- f) Not at any time be convicted of, or charged with, any offence involving alcohol, drugs, violence child abuse, sex or which is punishable by imprisonment;
- g) Not, by your acts or omissions, engage or participate in;
  - i. Direct and indirect discrimination;
  - ii Harassment;
  - iii Vilification; or
  - iv Child abuse; and
- h) Honestly and fully disclose and continue to disclose any information to ACU concerning any matter arising in relation to your compliance with this Agreement, immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading.

## 6.2 Behaviour

All ACU Team Members must conduct themselves in a manner fitting of a team member representing their country and sport ensuring their behaviour does not bring themselves, Australian Cheer Union, International Cheer Union or other athletes into disrepute contempt, controversy, scandal or ridicule or affect the performance of any other athlete and/or staff member in the Team.

You must conduct yourself in accordance with the following values:

- (a) Attitude – My positive attitude is essential to overcoming obstacles to help me improve and give of my best. My positive attitude is a key ingredient to success and leadership.
- (b) Sportsmanship – I recognise that sport is greater than the individual; that cheating reduces the stature of sport and all who love it; that class, race and creed are never factors in the attitude of true sports people and those who respect the virtues and values of sport.
- (c) Pride – pride drives me when the temptation to settle for something less. I am proud to have been chosen to represent our country.
- (d) Individual responsibility – I alone am responsible for my performance but I will be generous in acknowledging the support of others.
- (e) Respect – I respect sport, the efforts of my competitors, my team mates and officials. I respect Australia and our sporting past.
- (f) Express – I have an opinion and will express my view with thought and consideration to others. In showing my emotions I do so with individuality and, where possible, good humour.

6.3 You agree to comply with any written directions, not inconsistent with this Agreement, made by Australian Cheer Union or a Team Official in relation to the control, management, administration and operation of the Team and provided to you by ACU or Team Officials and sent to your email address provided by you on the first page of this Agreement or otherwise notified to ACU in writing.

6.4 You agree that your obligations under this Agreement will bind your heirs, executors, assigns and personal representatives.

6.5 Your behaviour includes though is not limited to the following;

- a) Any behaviour deemed contrary to this code or the standards set by ACU or Team Officials during competition, training camps, domestic or international travel or non-competition activities whilst on tour.

- b) You must be punctual and always in the appropriate uniform for all competition and schedule training sessions and other planned meetings or functions.
- c) You must afford all team members the utmost respect for their rights, act professionally at all times including the period after you have finished competing.

## 7. AUSTRALIAN CHEER UNION'S OBLIGATIONS

7.1 ACU will provide you with:

- a) Administrative support, as determined appropriate by ACU from time to time, to enable your participation at the Team Event;
- b) Travel, accommodation, meals and ground transport in relation to the event, as determined appropriate by ACU from time to time;
- c) Public relations and media advice, as determined appropriate by ACU from time to time; and

## 8. USE OF TEAM MEMBERS IDENTITY

- 8.1 You acknowledge that ACU has and will continue to obtain sponsorship from organisations wishing to support the Team and ACU; Team Members are required to assist ACU in the promotion of these sponsors.
- 8.2 To give effect to Clause 8.1, you agree to allow:
  - a) ACU to utilise your identity;
  - b) Allow sponsors to utilise your identity to promote their association with ACU subject to the sponsor not being a competitor of your personal sponsor.
- 8.3 You acknowledge that you do not have any rights, including intellectual property and moral rights, to any advertisement, promotion or document produced under this Agreement by ACU which uses your identity.

## 9. ALCOHOL

The ACU Responsible Use of Alcohol policy applies to all camps, domestic and international competitions including travel.

- a) If underage you will adopt a zero tolerance policy for the consumption of alcohol while a member of an ACU team. You also when travelling on a junior team regardless of age will comply with the zero alcohol policy.
- b) You will at all times act in accordance with the laws of Australia and other countries we visit (e.g. age restrictions) with regard to the consumption of alcohol.
- c) You will be expected as a responsible team member by reinforcing responsible attitudes and behaviours regarding the consumption of alcohol amongst all team members.
- d) You understand as a team member of an appropriate age (regarding each countries laws) that it has been deemed acceptable to consume no more than two alcoholic drinks with dinner at the team members personal cost.
- e) In line with Clause d, you undertake to accept the direction of Team Officials when requested to stop consuming alcohol.

## 10. COMPETITION AND TRAINING

- a) You will follow the instructions issued by and the discretion afforded to Team Officials when a member of a team.
- b) You will attend all training sessions unless previously arranged with Team Officials.
- c) You will immediately notify the High Performance Manager or Team Officials of any injury or illness whilst a member of the team.



d) You agree to maintain appropriate personal hygiene for the duration of the tour.

## 11. MEDIA

- 11.1 You agree not to make public comments about ACU, ACU High Performance Program, Team Members or Team Officials without first gaining permission from ACU or the High Performance Manager.
- 11.2 You agree to ensure that ACU and the High Performance Manager are made aware of any media or sponsor commitments.
- 11.3 You, unless requested by ACU or the High Performance Manager to do so, will not make any comment to media or on social networking sites (Facebook, Twitter Forums etc) in relationship to any aspect of ACU or ACU High Performance Administration, High Performance Program, Team Selection Criteria, team selection, the team, or any athlete without prior approval from ACU
- 11.4 You are not restricted from commenting to the media on any aspect of your personal job and or personal life.
- 11.5 You acknowledge that your obligations under this Agreement survive the Term of the Agreement.
- 11.6 You by agreeing to this document agree to provide ACU with consent to use your image and profile for marketing purposes or other associated avenues for the positive promotion of cheerleading.
- 11.7 You agree to make yourself available to ACU for promotional purposes at mutually agreeable times.

## 12. SOCIAL MEDIA/BLOGGING

- 12.1 For the purposes of this Clause 12 Social Media and a “blog” is a type of website, or a webpage on a website, where entries are made (such as in a journal or diary), usually displayed in a reverse chronological order and includes without limitation websites such as Facebook, Instagram and Twitter or public forums.
- 12.2 Team Members must only post Team Content on Social Media or a blog where they own all rights in relation to the content, and that content must be confined solely to the Team Member’s own personal Team-related experience.
- 12.3 Without limiting the generality of Clause 12.2, Team Member posting on Social Media or blogs should take the form of a diary or journal and should not contain any interviews with, observations of, or stories about, other Team Members. That is, a Team Member may, in describing his or her own Team-related experiences, include descriptions of or accounts of conversations with other Team Members, however the Team Member may not post content such as commentary, speculation or opinion about such other Team Members.
- 12.4 Team Members should not disclose on Social Media or in a blog any information that is confidential or private in relation to any third party, including without limitation information which may compromise the security, staging and organisation of the Team activities, any other Team Member, or the privacy of any other Team Member.
- 12.5 Team Member posting on Social Media and blogs should at all times conform to the values set out in Clause 6.2, be dignified and in good taste, and not contain vulgar or obscene words or images.
- 12.6 Team Members shall not include any Team Content on a Social Media posting or blog without ACU’s written permission, such permission to be on the condition that the Team Member comply with this Clause 12 and any other rules set by ACU relating to Team Content.
- 12.7 Team Members must not include any commercial reference in connection with Team Content posted on Social Media or a blog. Specifically, no advertising or sponsorship (such as brands)

may be visible on a Team Member's posting on Social Media or a blog at the same time as Team Content.

- 12.8 Team Members must not post Team Content on Social Media or a blog on a website controlled by a third party that is, or is likely to be regarded as, a competitor of an ACU sponsor.
- 12.9 Team Members must not permit any third party to reproduce or use Team Content that has been posted on Social Media or that Team Member's blog, to promote the third party's goods and/or services, and must take all reasonable steps to prevent such conduct.
- 12.10 Subject to Clause 12.8, Team Members posting Team Content in accordance with this Clause 12 must include a hyperlink on ACU's Social Media
- 12.11 Team Members acknowledge that ACU is not liable for any content placed by a Team Member on Social Media or a blog or the internet, irrespective of whether the Team Member obtained ACU prior written consent or complied with this Clause.

## 13. RESTRAINT OF TRADE

13.1 You acknowledge and agree:

- a) That this Agreement restricts your absolute freedom to exploit your identity, person and performance at the Event; and
- b) That such restrictions are necessary and reasonable in the public interest and the interest of ACU and for the purposes of protecting ACU sources of income, from marketing and fundraising, from which Team Members receive benefit and which are necessary to fund:
  - i) ACU teams;
  - ii) ACU operations;
  - iii) The future development and participation of the sport.

## 14. EXPENSES

14.1 You acknowledge that you will be required to pay any expenses incurred that are not otherwise covered by ACU within fourteen days of being invoiced.

## 15. TEAM UNIFORM

15.1 You agree to wear the team uniform provided to all training and competition sessions or as directed by Team Officials.

15.2 Team Members will be entitled to retain possession of the Team Uniform provided the following conditions are observed:

- a) Team Uniform or any part of it will not be used for any commercial purposes without the prior written permission of ACU. This includes without limitation public sale of an item of the Team Uniform through any means, including Internet sites such as eBay.
- b) Team Members will not permit, and will not allow third parties, to use the Team Uniform or any part of it in memorabilia programs, fundraisers, or donations to charities for sale without the prior written permission of ACU, which ACU may give or withhold at its absolute discretion and on such conditions as it considers appropriate.

## 16. ANTI DOPING

16.1 You agree to make yourself available and you will comply with all directions in relationship to Anti Doping and Drug Testing.

16.2 You agree to comply with Australian Cheer Union, Sports Integrity Australia, WADA and International Cheer Union Anti Doping policies and procedures.

- 16.3 You agree to inform Australian Cheer Union immediately if you believe you may have breached these policies and procedures.
- 16.4 You agree to inform Australian Cheer Union in confidence of any medications that you may be taking and to ensure the appropriate TUE forms are completed and lodged.

## 17. MEDICAL INFORMATION

- 17.1 This Clause 17 does not apply in relation to testing for drugs, stimulants or other prohibited practices insofar as these matters are covered by Clause 16 above.
- 17.2 You acknowledge that if you have an existing medical condition or dietary requirement, prior to team departure you must advise the High Performance Manager or Team Officials and complete the Medical Declaration form available in Schedule 2 and submit to the High Performance manager or Team Officials. This form will be kept confidential and destroyed after the team returns.
- 17.3 You acknowledge that in the event of an accident or illness you authorise Team Officials to obtain such medical treatment, as the Team Officials, on appropriate advice, consider necessary or desirable. Such treatment may, where a duly qualified Medical Practitioner advises the Team Officials is necessary, include consent by the Team Officials on behalf of you to operative and associated intervention.

## 18. PRIVACY POLICY

- 18.1 You acknowledge and agree that ACU may collect personal information from or about you from third parties, including personal, health, medical and any information about compliance with your obligations under this Agreement
- 18.2 You acknowledge and agree that if a third party provides information to ACU about you, or represent you in dealings with ACU, and then ACU has your permission to disclose your personal, health, medical to that third party.
- 18.3 Notwithstanding this Clause 18, ACU will comply with the Privacy Act 1988 (Cth), the National Privacy Principles in Schedule 3 of that Act and the ACU Privacy Policy with respect to the collection, use, disclosure, access and storage of your personal information.
- 18.4 The ACU Privacy Policy is published and available on the ACU website [www.australiancheerunion.org](http://www.australiancheerunion.org).
- 18.5 You consent to ACU collecting, using, disclosing and storing your personal information and sensitive information in accordance with the Privacy Policy and this Agreement.

## 19. SPONSORS

- 19.1 You agree to advise ACU of any sponsorship commitments that you have entered into.

## 20. REPORT

- 20.1 You agree that within two weeks of the team's return to Australia you shall provide a report to the Australian Cheer Union High Performance Manager regarding your role and on the performance/outcome of the Team Officials and athletes.

## 21. GOVERNING LAW AND JURISDICTION

- 20.1 You acknowledge the laws of Australia and any other State or Territory governs this Agreement.

## 22. TEAM MEMBERSHIP DISCIPLINE PROCESS

- 22.1 You acknowledge that if you breach this agreement or act in any way that affects your performance or the performance of a team member you will face sanction under this agreement.
- 22.2 You acknowledge the level of breach will be categorised in one of the three categories by Team Officials. The reasoning behind the categories is to use the outcome of the breach rather than the action to determine the seriousness of the infringement.

### **Level 1**

A level 1 breach is determined when the team member's actions have not brought the sport into disrepute nor affected their team mates but the outcome of the team member's actions have not been seen to be in the spirit of the team and this Agreement.

### **Level 2**

A level 2 breach is determined when the team member's actions have not brought the sport into disrepute but the outcome of the athlete's actions have affected another team members performance in a negative fashion.

### **Level 3**

A level 3 breach is determined when the outcome of the team member's actions are of a serious nature that has brought the sport into disrepute and/or effected their own or team members performance and are contrary to this Agreement.

## 23. ACTION ON A BREACH OF THIS AGREEMENT AND THE CODE OF CONDUCT

Where, after due consideration of any submission by you, Team Officials are of the opinion that the Coach/support staff is in breach of this Agreement and Code of Conduct the Team Official may apply the following sanctions:-

### **Level 1 Breach**

- Issue a verbal warning by Team Officials/Chief Executive Officer
- Team Officials will provide a formal report to the ACU Board where the incident will be noted on your file for future reference.

### **Level 2 Breach**

- Issue a formal written warning by Team Officials/Chief Executive Officer followed by a formal report to the ACU Board where the incident will be noted on your file for future reference.
- Attend a formal meeting with team members affected, where you will be required to formally apologize for your actions to the team members affected.
- The Australian Cheer Union Board may impose a fine of up to \$500.00

### **Level 3 Breach**

- Terminate your membership of the Coaching/Support Team
- Exclude you from further participation in the Event/ Tour.
- Require that you return to Australia forthwith (travel) arrangements to be made by the Team Officials
- Cancel or impound your Event identity card.
- Invoice you for expenses incurred
- Formally report the incident to the ACU Board where the incident will be noted on your file for future reference.
- The Board may impose a fine of up to \$1000.00

You acknowledge that the ACU Board has the right to impose further penalties depending on the severity of the breach of the agreement.

NOTE – Any fines will be withheld from any grants or team funding you will be eligible to receive.

## 24. DISPUTE RESOLUTION

- 24.1 You acknowledge that any dispute arising from disciplinary action shall be dealt with by Team Officials/Chief Executive Officer in the first instance.
- 24.2 You acknowledge you have the right to appeal such action to the ACU Appeals Committee within 14 days of the return of the Team to Australia. The matter may be referred to the ACU Appeals Committee by the Athlete or the Team Officials.
- 24.3 You further acknowledge that if either party is not satisfied with the outcome, the matter may be referred to the Court of Arbitration for Sport.

## 25. NO EMPLOYMENT

- 25.1 You acknowledge that this Agreement is not an employment agreement and that you are not employees of ACU simply by virtue of being bound by, and complying with, this Agreement.

## 26. SEVERABILITY

- 26.1 If a provision of this Agreement is invalid or unenforceable:
- a) The provision is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
  - b) That fact does not affect the validity or enforceability of the remaining provisions of this Agreement.

## 27. RELEASE AND INDEMNITY

- 27.1 You hereby agree to release ACU from any liability whatsoever towards you, except any liability:
- a) Which cannot be excluded by statute or any other law; or
  - b) Arising as a result of ACU's negligence.
- 27.2 You hereby agree to indemnify ACU from all claims, losses, damages, costs and proceedings of any kind which may be made against ACU in any way arising out of or in connection with your breach of this Agreement.

## 28. ALTERATIONS

- 28.1 This Agreement may not be amended by any parties.

### Document Control:

<b><i>Versio n</i></b>	<b><i>Date reviewed</i></b>	<b><i>Date endorsed</i></b>	<b><i>Content reviewed/purpose</i></b>
1	31/08/22		• <i>Original Document</i>

# SCHEDULE 1

## EXECUTION

SIGNED for and on behalf of AUSTRALIAN CHEER UNION by its duly authorised officer,

**NAME OF AUTHORISED OFFICER** *(please print)* \_\_\_\_\_

**SIGNATURE OF AUTHORISED OFFICER** \_\_\_\_\_

In the presence of:

**NAME OF WITNESS** *(please print)* \_\_\_\_\_

**SIGNATURE OF WITNESS** \_\_\_\_\_

### **IF YOU ARE 18 YEARS OF AGE OR OVER:**

**FULL NAME OF COACH/SUPPORT STAFF** *(please print)*

\_\_\_\_\_

**SIGNATURE OF COACH/SUPPORT STAFF**

\_\_\_\_\_

In the presence of:

**NAME OF WITNESS** *(please print)* \_\_\_\_\_

**SIGNATURE OF WITNESS** \_\_\_\_\_

# SCHEDULE 2

## MEDICAL AUTHORITY

### Introduction

It is understood and agreed that to fully assess the implications of an injury or illness on coaching and performance capacity, it is essential that my ACU has access to all relevant information, particularly medical information.

Accordingly, I,authorise the release of such information and records to the High Performance Manager and to any other Australian Cheer Union personnel who, in the reasonable opinion of the High Performance Manager, need to be aware of such information and records.

### Medical History

**NAME** **OF** **DOCTOR:**

.....

.....

**CONTACT** **NUMBER** **FOR** **DOCTOR:**

.....

**ADDRESS** **OF** **DOCTOR:**

.....

.....

**MEDICARE** **NUMBER:**

.....

.....

<b>MEDICAL HISTORY</b>	<b>DATE DIAGNOSED</b>	<b>MEDICATIONS</b>

### SURGICAL HISTORY

<b>DATE</b>	<b>SURGERY</b>




## Other Medications/Allergies

.....  
.....  
.....  
.....

## .....Dietary Requirements

.....  
.....  
.....  
.....  
.....

## Authority

Where coach/support staff aged 18 years or over:

I, *(please print name)* .....  
agree that any medical practitioner or medical staff, who are treating, or who have treated me, may disclose medical records and information relating to such treatment to the Head Coach, personal coach or Australian Cheer Union, where required.

Signed *(athlete)* ..... Date: .....