

## IBSA Athlete Eligibility Agreement 2023

<b>IBSA Member</b>		
<b>Country Code</b>		
<b>Family Name</b>		
<b>Given Name</b>		
<b>Date of Birth (DD/MM/YYYY)</b>		<b>Gender</b> Male <input type="checkbox"/> Female <input type="checkbox"/>
<b>Email Address (if opting to receive marketing communications)</b>		

This Eligibility Agreement (Agreement) is an important document (this version of which supersedes all prior versions) that governs my participation in IBSA sport competitions. This Agreement commences on the date I sign below and, subject to the provisions set out below, continues, unless specified otherwise, in full force and effect until I cease to compete in IBSA Competitions (Term).

I understand that to be eligible to be licensed to participate in IBSA Competitions, and in consideration of the acceptance of my participation in IBSA Competitions, I agree to the terms outlined in this Agreement, including:

- to be filmed, televised, photographed, identified and otherwise recorded during any IBSA Competition; and that my captured or recorded image, together with my name, likeness, voice, performance and biographical information, may be used in any content, format and through any media or technology whether now existing or created in the future, by IBSA and third parties authorised by the IBSA during and after IBSA Competitions, in perpetuity and without compensation (financial or otherwise), in relation to the celebration and promotion of IBSA Competitions, the Paralympic Movement, in a commercial and non-commercial manner;
- that all photographs and moving images taken by me at an IBSA Competition, including those of athletes competing within any official venue during these competitions, shall be used solely for personal and non-commercial purposes, unless prior written consent is obtained from IBSA;
- to comply with the 2017 IBSA Athlete Classification Code, Athlete Nationality Policy, the IBSA sports technical rules and classification rules of the sport in which I am participating, and any other rules or regulations that apply to my participation at an IBSA Competition. These documents may be amended from time to time and can be found on, or linked through, the IBSA website and I understand that I am deemed to have read and understood them;
- that my entries to IBSA Competitions may only be administered through the IBSA member as long as my federation is not suspended as an IBSA member);
- to accept the criteria of eligibility, qualification and participation laid down by IBSA for the various IBSA Competitions;
- to abide by the principles of fair-play and non-violence and to behave myself accordingly during IBSA Competitions;
- to comply with the IBSA Anti-Doping Code and, not to take, possess or traffic any substance or use methods prohibited by the applicable World Anti-Doping Code Prohibited List. I also agree that anti-doping organisations, law enforcement and border services agencies may share my personal information with IBSA to assist in the enforcement of the IBSA Anti-Doping Code and IBSA will be permitted to share relevant information with these third parties;
- not to participate or assist in any gambling or betting activities associated with any IBSA Competition or event; specifically I will not bet on myself, my team or any competitor or opponent (whether to lose or win), I will prevent members of my family or friends from doing so, I will not share any performance information relating to competitors taking part in an IBSA Competition or event with anybody, and I will never accept money or any benefit in return for influencing the outcome of an event;
- to abide by all IBSA rules and regulations for advertising, sponsorship display, propaganda and manufacturer trademarks on clothing and equipment for IBSA Competitions; and
- that if I am a minor or lack legal capacity in accordance with the laws applicable in my country of residence at the date of signing this Agreement: in order to enable the validation and confirmation of my participation in IBSA Competitions, I hereby acknowledge that I must comply with the specific laws and regulations applicable to the participation of minors or those lacking legal capacity in IBSA Competitions.

### COLLECTION OF PERSONAL DATA

I confirm that the information about myself I have provided in this Agreement (Personal Data) is true, complete and accurate. In accordance with the data protection laws applicable to the IBSA Competition, I acknowledge that:

- my Personal Data is being collected by IBSA, my NPC and/or NF and Local Organising Committees (LOCs) and such Personal Data is being stored and used by IBSA, my NPC and/or my NF and LOCs (including being transferred to or stored on the IBSA's owned or contracted servers), and the responsible host government, law enforcement, border services and security agencies and similar organisations authorised by IBSA Third Parties) for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organising IBSA Competitions;
- my Personal Data, potentially including relevant sensitive personal data, is being transferred to Third Parties, and is being processed as necessary in order to grant me accreditation for IBSA Competitions including publication on the IBSA Classification Masterlists on the IBSA website;
- IBSA, LOC and Third Parties, may share amongst themselves my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the IBSA Competition provisions, rules or by-laws; and
- any usage of my Personal Data for purposes not included in this Agreement may be based on my explicit consent to IBSA, including to undergo athlete evaluation.

### ACCESS OF PERSONAL DATA

I understand that I have a right to access and correct the Personal Data that IBSA holds about me under data protection law by contacting the relevant IBSA Member for my country who will, if required, contact IBSA. I also understand that I may withdraw this agreement at any time which will result in me no longer being eligible to compete in IBSA Competitions.

**ACCEPTANCE OF SPORTS TECHNICAL SUPREME AUTHORITY**

I recognise and accept that the sports technical rules, (being all rules which relate to competition and field-of-play) and classification rules, for my sport during any IBSA Competition are under the authority of IBSA and that any disputes which arise shall be resolved by IBSA whose decision on such matters is final and enforceable.

I acknowledge and accept that decisions relating to the sports technical and/or classification rules are not subject to further appeal beyond the decision made in the sport-specific appeal processes as set out in the respective sports technical and/or classification rules and regulations applicable to the respective IBSA Competition for which I am competing. I shall not institute any claim, arbitration or litigation, or seek any other form of relief in any other court or tribunal in relation to such decisions.

**ACCEPTANCE OF BINDING ARBITRATION**

I agree that any dispute outside the realm of the sport technical and/or classification rules arising during the Term (where no other applicable final dispute resolution procedure is set out) shall be submitted exclusively to an independent panel determined by IBSA. The language of the proceedings shall be English. The decisions of the IBSA determined independent panel are final, non-appealable and enforceable. I hereby waive my right to institute any claim, arbitration or litigation, or seek another form of relief in any other court or tribunal.

**DISCIPLINE**

I understand that my failure to adhere to any of the terms set out in this Agreement will result in disciplinary action as determined by IBSA.

**ACCEPTANCE OF RISK AND RELEASE OF CLAIMS**

I acknowledge that I participate in IBSA Competitions at my own risk; I will take all reasonable measures to protect myself and other competitors, officials and spectators from suffering injury or other harm.

I also acknowledge that I am responsible for all equipment, adaptive equipment and property I bring to all IBSA Competition venues and sites and that the LOC and IBSA accept no responsibility for loss or damage to, or arising from, such equipment, adaptive equipment or property. I release the LOCs, IBSA, the international body governing my sport(s), and their respective executive members, directors, officers, employees, volunteers, contractors and agents, from any liability (to the extent permitted by law) for any loss, injury or damage suffered by me in relation to my participation in any IBSA Competitions.

**GOVERNING LAW**

The laws of Germany govern this Agreement.

**CONTACT DETAILS**

I understand that I may contact IBSA at: [privacy@ibsasport.org](mailto:privacy@ibsasport.org) should I have any questions about the content of this Agreement and the use of my Personal Data.

**Additional Explanation (Consent)**

**USE OF PERSONAL DATA FOR MARKETING PURPOSES**

I wish to receive information from IBSA (and its partners) in relation to the celebration and promotion of IBSA Competitions, until such time I opt out of receiving such information.

Providing or not providing this consent does not affect the fulfilment of the Agreement as a whole. If consent for marketing purposes is not provided, Personal Data will not be used for this purpose. If consent is provided, it can be withdrawn at any time by contacting: [privacy@ibsasport.org](mailto:privacy@ibsasport.org)

I confirm that I have read and acknowledged all the provisions of this Agreement and that my signature below is authentic and is the signature of the participant named above.

X \_\_\_\_\_ Date  
Signature of Athlete

\_\_\_\_\_  
Printed Name of Parent / Legal Guardian (If applicable under national legislation)      Signature of Parent / Legal Guardian - only if the athlete is under 18 yrs of age      Date

\_\_\_\_\_  
Printed Name of IBSA Member      Signature      Date and Stamp