

Teilnahmevereinbarung für den High Performance Hub von Swiss Taekwondo

Zwischen:

Teilnehmer (Name und Vorname):

Und:

Swiss Taekwondo vertreten durch:

Präambel:

Diese Vereinbarung definiert die Teilnahmebedingungen am High Performance Hub (HPH) von Swiss Taekwondo. Der Teilnehmer bestätigt, Kenntnis vom jährlichen Programm, den von Swiss Taekwondo und Swiss Olympic angebotenen Unterstützungen und den damit verbundenen Bedingungen genommen zu haben.

Artikel 1: Verpflichtungen des Teilnehmers

1.1 Der Teilnehmer verpflichtet sich, die in seinem Jahresplan festgelegte Anzahl von Trainingsstunden zu absolvieren und ununterbrochen über die von Swiss Taekwondo bereitgestellte App Bericht zu erstatten.

1.2 Der Teilnehmer verpflichtet sich, aktiv an den im Jahresplan vorgesehenen Trainings, Aktivitäten und internationalen Wettkämpfen teilzunehmen und jegliche Abweichungen vom Programm gegenüber dem Nationaltrainer zu rechtfertigen.

Artikel 2: Teamverantwortlichkeiten

- **2.1** Als Teammitglied akzeptiert der Teilnehmer folgende Verantwortlichkeiten:
- Aktive Zusammenarbeit mit dem Team und den Trainern.
- Unterstützung und Ermutigung seiner Teamkollegen.
- Verantwortungsteilung innerhalb des Teams.
- Aufrechterhaltung einer positiven Interaktion und gegenseitigen Respekts mit allen Mitgliedern und dem Staff.

Artikel 3: Teilnahme an internationalen Turnieren

3.1 Die Erfüllung der in diesem Vertrag festgelegten Verpflichtungen ist eine unabdingbare Voraussetzung für die Vertretung der Schweiz bei internationalen Turnieren.

Artikel 5: Dauer und Kündigung

5.1 Diese Vereinbarung gilt für die Dauer des Jahresplans mit der Möglichkeit der Verlängerung.

5.2 Bei Nichteinhaltung der Verpflichtungen behält sich Swiss Taekwondo das Recht vor, diese Vereinbarung mit oder ohne Vorankündigung zu kündigen.

Artikel 6: Persönliche Agenda

Individuell pro Athlet.

Artikel 7: Zielsetzung

Individuell pro Athlet.

Artikel 8: Annahme und Unterschrift

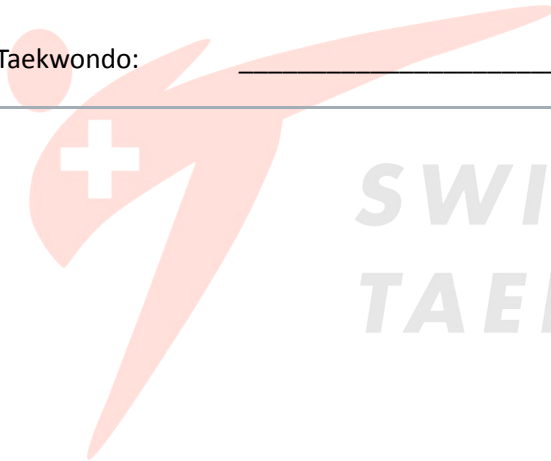
Mit meiner Unterschrift bestätige ich, dass ich diesen Vertrag gelesen, verstanden und akzeptiert habe.

Unterschrift des Teilnehmers: _____ Datum: _____

Unterschrift des Vertreters

von Club Trainer: _____ Datum: _____

von Swiss Taekwondo: _____ Datum: _____



**SWISS
TAEKWONDO**

Please read the following information CAREFULLY.

SWISS TAEKWONDO (ST) High Performance Hub Agreement

THIS ATHLETE AGREEMENT, effective as of 01.01.2024 (the “Effective Date”), is by and between SWISS Taekwondo, non-profit corporation having its principal office at Bern and the athlete signing below (“Athlete”), whose address is also set forth below. Athlete and ST may be collectively referred to herein as the “Parties” and each individually as a “Party.”

Recitals

1. SWISS Taekwondo is the national governing body for the sport of WT Taekwondo in Switzerland and is responsible for developing elite athletes with the goal of winning medals in the European-, World- and Olympic Games and other international competitions. As part of that mission, ST has developed an Athlete Agreement program to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competitions.

2. the Athlete, by signing this agreement, expresses the desire to be a member of ST Program and conform with the terms and conditions of this Athlete Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the Parties agree as follows:

I. Obligations of Athlete.

Athlete agrees to perform the following duties and obligations:

1. **Membership and Eligibility.** Athlete is and shall remain a member in good standing with ST throughout the Term of this Agreement. Athlete shall remain eligible to compete in international competitions for Switzerland as long as he or she is a member of the High Performance Hub.
2. **Ambassador of the Sport.** Athlete shall be a representative of ST and conduct themselves in a manner which upholds the name, reputation and goodwill of ST. Sportsmanlike conduct is defined as, but is not limited to: respect for opponents, competition officials, employees, the public: respect for facilities and equipment, privileges and operating procedures; the use of courtesy and good manners; acting responsibly and maturely; refraining from the use of profane or abusive language; and abstinence from illegal and banned drugs. Athlete conduct must not reflect poorly upon or bring discredit to ST, its athletes, its coaches or its events and programs.
 - a. Athlete conduct extends beyond actions on the field of play, including but not limited to actions/posting/images disseminated in the public domain.
 - b. Any public communication by Athlete via the Internet or via social media must be appropriate as a member of ST.
3. **Training.** Unless otherwise agreed by ST in writing, Athlete shall train for peak performances at key national and international events held during the Term. This includes participating in all organized activities, including camps, to which the Athlete is assigned. Athlete’s training shall be in accordance with his/her Athlete Training Plan. The use of a method selected by Swiss Taekwondo to report all training activities of the athletes is mandatory and must be carried out without gaps and by means of the method defined by ST.
4. **Competition.** Athlete shall perform to the best of his/her ability when participating in national and international competitions, which Athlete is assigned by ST and shall participate for the full duration of the event. Unless excused in writing by ST, Athlete shall attend all events selected by ST. At all competitions at which Athlete represents ST, Athlete shall meet the weight class in which Athlete is scheduled to compete. In the event Athlete fails the weigh-in at a competition, whether held in Switzerland or abroad, athlete shall be subject to the following penalties;
 - a. Dismissal from trip and liability for reimbursement of all travel expenses for said competition paid on Athlete behalf by ST including transportation, per diem and accommodation.

5. **Travel.** Athlete shall have a valid, current passport and is responsible for renewing the current passport before it expires. Athlete shall also maintain current passport style photos for use by ST in applying for visas. Athlete agrees to meet all travel schedules set by ST and understands that changes may only be made with approval from ST. Athlete is financially responsible for any additional expenses resulting from changes made by Athlete to travel arrangements. The athlete is also financially responsible for airfare, hotel, food and other expenses incurred by the athlete which are incurred in the event of a cancellation by the athlete.
6. **Team Policies.** The following guidelines are to be strictly observed by Athlete during all competitions, training camps, Training Centre programs, seminars, or other ST designated activities and functions:
 - Athlete is subject to a 10:00 p.m. curfew, unless changed by High Performance Hub Staff
 - Absolutely no alcohol is permitted. From the time you get on the plane to travel to the event to the time you arrive back home. Alcohol is not permitted.
 - Absolutely no performance-enhancing drugs or stimulants or recreational drugs are permitted.
 - Hazing and/or sexual harassment of any nature are not permitted in any form or fashion.
 - Athletes are required to make weight at official weigh-in.
 - Neither family, friends, personal coaches nor other visitors are permitted to linger on the team floor or be in team members' rooms or the competition areas. Coaching by coaches who do not belong to the national structure is generally prohibited and requires prior approval by the national coach.
 - Only High Performance Hub coaches, staff and athletes are permitted at team meetings, team meals, training sessions and competitions. Visitors are welcome to attend competitions and support the High Performance Hub from designated spectator areas.
 - If team members wish to spend any team designated free time with family or friends, they need to seek approval from the Head Coach in advance, cause meals, transportation and other activities may have already been planned and paid for.
 - Athletes shall sleep in the room assigned to them by National Team Staff, except in the case that athletes have made their own arrangements that they have discussed with the head coach beforehand.
 - Athletes are not permitted in teammates' hotel rooms of the opposite gender.
 - Only National Team coaches, staff or other National Team members shall be permitted to warm up athletes during competitions. Exceptions only with prior consultation with the National Coach
7. **Injuries.** Athlete shall promptly notify ST in writing of any injury that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including, without limitation, notifying ST of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within forty-eight hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services. Upon such notice, and/or at ST's request, Athlete shall execute and deliver to ST such forms as are required to evidence Athlete's condition and medical attention and/or health care services received by Athlete.
8. **Medical.** Should an athlete be injured, the athlete may be required to report to the Switzerland Olympic Training Centre to undergo a thorough examination by a ST medical doctor to determine if the athlete has medical reasons to forego any planned High Performance Hub event in which Athlete has been selected to compete. Athlete shall comply with the full rehabilitation process as prescribed by ST, or other agreed upon rehabilitation services.

The athlete declares his/her willingness

a) to undergo medical examinations in connection with the selection for the national structure. These will be organised and carried out by ST and the Chief Medical Officer (CMO) of ST.

b) In the event of medical treatment outside the annual medical examinations organised by ST, to instruct the attending physician without being asked to do so, to have all results and treatments relating to the athletic performance sent to the CMO of ST. For his part, the CMO of ST is bound to medical secrecy vis-à-vis ST. The CMO may provide ST and third parties with information about the athlete's eligibility.

c) to have all medical documents relevant to the assessment of the athlete's eligibility sent to the CMO.

9. **ST Teamwear.** The ST EB with the National Coach decides what athletes should wear as official team outfits. The Teamwear is the property of the federation and can be returned to the federation in some special cases. Athlete will not conceal or cover-up any ST sponsor, supplier or licensee brand or other identification appearing on ST apparel. Athlete cannot wear team apparel when participating in events/tournaments with his own Club.

Keeping the Teamwear clean and in good condition is the responsibility of athlete at all time. Should athlete require additional clothing, this can be requested from the National Coach at the athlete's own expense. If athlete is no longer listed in any of the official teams after one year, or having serious violations of the Swiss Taekwondo Ethical Charter, he/she must return all the clothing back to Swiss Taekwondo in perfect condition.

a) The official outfits may be used as follows:

1. At the training of the High Performance Hub.
 2. On the way to and from High Performance Hub training.
 3. At official events of the High Performance Hub.
 4. At international competitions only if athletes are participating as National Team.
 5. Other occasions but requiring approval from the Sport Department.
10. **Anti-Doping.** Athlete pledges to not use any chemicals, drugs or other banned substances and shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), World Taekwondo (WT), World Anti-Doping Agency (WADA) and Switzerland Olympic Committee.
11. **Hazardous Activities.** Athlete acknowledges and agrees that Athlete's participation in other sports or hazardous activities may impair or destroy Athlete's ability and skill as a taekwondo athlete. Accordingly, Athlete agrees that Athlete will not engage in sports or activities which could endanger Athlete's health or safety (including, but not limited to, boxing, wrestling, motorcycling, moped riding, auto racing, sky diving, bungee jumping, water or snow skiing, snowboarding, water skiing and hang gliding, Mountain bike and football); and that, except with the prior written consent of ST. Nothing contained herein, however, shall be intended to require Athlete to obtain the written consent of ST in order to enable Athlete to participate in, as an amateur, the sport of golf, tennis, handball, swimming, hiking, softball or other "recreational" activities. Company-related events must be reported in advance.
12. **Use of Image.** Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the ST's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the ST, under the conditions specified by the ST (the "Footage"). Athlete grants to ST the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the High Performance Hub, and (4) promotion the sport of taekwondo, provided that, in no event may the ST use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.
13. **Promoting of the Team**
- a. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by ST, to promote a competition in which Athlete is participating.
 - b. Appearances for ST. Athlete agrees to make two (2) personal non-commercial appearances for ST without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.
 - c. Promotional Efforts. Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote ST collaboratively and in good faith. With respect to Facebook, Twitter and other social media applications that may develop, Athlete agrees to list ST as a friend and to include the ST logo in appropriate places.
14. **Athlete Personal Sponsors.** Athlete may not use or authorize the use of the ST's intellectual property, including use of photographs, films or videos of Athlete in ST apparel or equipment, or the marks and logos of the ST, or terms containing High Performance Hub without the express written permission of ST. Athlete is strongly encouraged to sign with ST sponsors. Should Athlete sign a personal contract with a competing sponsor of the ST, they will not be given permission to use the ST's intellectual property with that sponsorship, including any association with ST, the High Performance Hub and their marks and logos.

II. Obligations of ST.

ST agrees to perform the following duties and obligations:

1. **Respect for Athlete's Training.** In carrying out its duties and activities under this Agreement, ST shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
2. **Use of Image.** In no event will ST use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.
3. **ST Sponsors.** Athlete is strongly encouraged, but not required, to support or sign with ST sponsors.
4. **Corporate Sponsor Networking Events.** ST shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.
5. **Athlete's Personal Endorsements.** ST shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give ST right of first refusal for any of ST's sponsors regarding a personal contract with individual Athlete.
6. **Agents.** ST shall not prevent Athlete from hiring or retaining an agent.
7. **Team Apparel.** If and when Athlete is invited or assigned by ST to participate in national or international competitions or activities ST will provide Athlete with Team apparel if possible.
8. **Personal Performance Gear.** ST will not prevent athlete from using personal performance gear, as defined by ST, of his/her choice in competitions and training. Further, ST shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant IOC or World Taekwondo rules regarding size and placement.

III. Additional Terms of Agreement

Term. This Agreement shall commence as of the Effective Date and shall continue through and include 31.12.2024, unless earlier terminated.

1. **Suspension or Dismissal.** Failure to comply with any of the contract provisions may lead to disciplinary action against Athlete as solely determined by Team Management, i.e., coaches, medical staff and administrator. This is not a system of progressive discipline. Nothing herein shall require ST to impose any one of the penalties prior to the institution of a more severe penalty. ST, in its sole discretion, shall select the penalty appropriate to the particular violation of the contract. Any action taken shall be applied fairly and equitably to all parties involved. Athletes do have a right to a hearing if they so desire. The disciplinary action taken can include:
 - a. Verbal warning and written warning.
 - b. Repayment of all cost associated with competition
 - c. Suspension from team or competition.
 - d. Dismissal from the team trip or training camp. All costs in returning a dismissed athlete home will be the sole responsibility of the athlete.
 - e. Athlete stipend reduction and /or forfeiture
 - f. Elimination from future ST events
2. **Suspension of Activities.** ST acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than one (1) week, Athlete acknowledges and agrees that ST may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of ST to continue the benefits while Athlete is not training.
3. **Legalities**
 - a. Nature of the Parties Relationship. It is expressly understood and agreed that, in the performance of this Agreement, ST and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

- b. Intellectual Property and Ownership.** Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to ST's trademarks, or in or to any copyright or other right in and to ST's materials. Likewise, nothing contained herein will be construed as an assignment or grant to ST of any right, title or interest in or to Athlete's image and personality rights.
- c. Notices.** Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the Post, by first class mail, addressed to the recipient at the Athlete's address set forth below.
- d. Force Majeure.** If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labour troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.
- e. Entire Agreement.** This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.
- f. Waiver.** A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.
- g. Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.
- h. Governing Law.** The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of Switzerland.

I have read the above statements and promise to live up to them:

Place/Date: _____ Place/Date: _____

Signature athlete: _____
(For minors, parental representative)

Signature Club Coach: _____

Signature ST representative: _____