

# FINA ATHLETE DECLARATION

As of:

Two pages per athlete is required to be completed.

※記入例※

Country: <b>※チーム名を英字で記入. 例: OO Swimming Club</b>		Country code: <b>C</b> <b>L</b> <b>B</b>	
First Name: 名 <b>HANAKO</b>		Family Name: 姓 <b>SUIREN</b>	
Preferred Name for Accreditation and Results: 氏名 <b>HANAKO SUIREN</b>		Date of Birth (dd/mm/yyyy): <b>31</b> <b>12</b> <b>1995</b>	
FINA ID Number:	Travel Document Number: 旅券番号 <b>XX1234567</b>	Gender: 生年月日 (日/月/西曆)	
		Female <input checked="" type="checkbox"/>	Male <input type="checkbox"/>
Sport / Discipline:			
Swimming <input checked="" type="checkbox"/>	Diving <input type="checkbox"/>	Synchronised Swimming <input type="checkbox"/>	
Open Water Swimming <input type="checkbox"/>	High Diving <input type="checkbox"/>	Water Polo <input type="checkbox"/>	

I understand and accept that my participation in the \_\_\_\_\_ called hereinafter "the EVENT" is subject to my acceptance of the following terms and conditions:

**1. FINA Rules, Regulations and Procedures:** I agree to be bound by and comply with all FINA Rules<sup>1</sup>, regulations and procedures, as well as their amendments, applicable in connection with the EVENT, including the FINA Code of Ethics and the FINA Code of Conduct. I therefore agree to be submitted to such rules, regulations, and procedures and to the jurisdiction of the bodies, which are in charge of applying them or in respect of any issue arising in connection with my participation in the EVENT.

**2. Doping Control Authorisation:** Upon request by FINA, or its authorised designees, I notably agree to submit to, and participate in, doping control at any time, before, during or after the EVENT and to fully comply with the FINA Doping Control Rules ("FINA DC Rules")<sup>2</sup> as well as the doping control procedures.

**3. Use of image, name and likeness:** I understand and accept that FINA and/or the EVENT Organising Committee (or any third party acting on behalf or with the authorisation of such aforementioned parties for the purposes contemplated herein) may (i) film, photograph or otherwise record and use my name, likeness, appearance, voice and actions during and in connection with the EVENT and to use the material thus created in perpetuity and on a worldwide territory by any and all means for the promotion of FINA and any of the FINA events or other FINA activities; (ii) without limitation to the foregoing, broadcast, transmit, publicise, disseminate or otherwise exploit the material thus created in whole or in part, on a live or non-live basis, in any and all media and/or technical support (whether existing at the present time or not) for any purpose linked with the audiovisual coverage of the EVENT for any and all territories in the world.

Furthermore, I hereby understand and accept that any exploitation shall be without charge and without any requirement for further consent, approval or waiver. I hereby grant a non-exclusive royalty-free licence to the above mentioned parties in respect of any and all rights reasonably required in respect of the exploitation as described above.

In addition, I agree to be available during the EVENT for TV/radio interviews, press photo sessions and press conferences, in front of FINA official backdrop as applicable. I further agree to participate upon the FINA's request, in a minimum of one (1) hour per day during the EVENT in promotional activities linked with the EVENT. It is understood that my need to rest, train and prepare for competitions during the EVENT will be respected when requesting my participation.

**4. Permission of Photo Use:** I agree that FINA or the EVENT Organising Committee may use my photo, provided as a part of my official entry, for the use on an EVENT Accreditation Card, as well as for an athlete profile to be offered to any person concerned with, or displayed during the EVENT or any other FINA event or activity.

**5. Declaration of fitness:** I am fully aware and conscious that participation in competitions requires a perfect health condition and a high level of physical fitness. I acknowledge that I am personally and solely responsible to ensure that my health is not affected and that I do have the required level of training and fitness to participate in the EVENT. By participating in the EVENT, I confirm that I consider to be in a perfect health condition and that I have not received any information, including without limitation, advice by a physician or another person, that my health might be negatively affected or my level of fitness not be sufficient to participate in the EVENT.

**6. Acknowledgement of risks:** I am fully aware and conscious of the potential risks involved in competition activities, be it during training or during the actual EVENT. I know and accept that when I engage in competitive activities, my physical integrity and, in extreme cases, even my life may be endangered. I acknowledge that it is my sole personal responsibility to assess whether any competition or training course, respectively the conditions thereof at the relevant time are too challenging for me.

**7. Release of liability:** To the fullest extent permitted by the applicable laws, I release FINA, the Host Member Federation, the EVENT Organising Committee and their respective members, directors, officers, employees, volunteers, partners, contractors and agents as well as any other entities and persons involved with or participating in the EVENT from any liability (excluding gross negligence and willful misconduct) for any loss, injury, death, damage and costs incurred or suffered in relation to my participation in the EVENT or related training.

**8. Personal Data:** In respect of information about myself ("Personal Data"), I agree:

a) to my Personal Data being collected by FINA and the EVENT Organising Committee and to such data being stored and used by FINA and the EVENT Organising Committee (including being stored on the FINA's servers in Europe), and, where necessary, third parties, for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organising, the EVENT;

b) to the transfer of my Personal Data to FINA and by them to such third parties, and to the processing of such data and potentially any relevant sensitive personal data (including about unspent criminal convictions), as are necessary for security and other background checks by FINA in order for me to gain the necessary accreditation for the EVENT;

c) that FINA and other third parties, including law enforcement and border services agencies, may collect, store, process, share or disclose amongst themselves and with third parties my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the relevant provisions of the FINA Rules, the World Anti-Doping Code and the WADA International Standards (for example, breaches of anti-doping and/or betting rules);

d) to the collection, use and storage of Personal Data and statistics in FINA approved research projects (for example, athlete biographies, questionnaires, filming, measures, medical encounters etc); and

e) to my Personal Data being used in any other way to which I provide my express consent to FINA.

**9. Applicable law:** The validity and enforcement of the terms and conditions set forth herein, as well as any issue arising out of or in connection thereto shall be governed and construed according to Swiss Law.

**10. Jurisdiction of CAS / Dispute Resolution:** I agree that, after exhaustion of any other procedure set forth in the applicable FINA Rules, the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland shall have exclusive jurisdiction to finally settle any issue arising out of or in connection with my participation to the EVENT in each case where such jurisdiction is specifically provided for by the FINA Rules. I also agree that any dispute or issue which is not to be adjudicated in application of procedures specifically provided for by the FINA Rules, but which arises between myself and FINA and/or the Host Member Federation and/or the EVENT Organising Committee and/or their respective members, directors, officers, employees, volunteers, partners, contractors and agents, including but not limited to claims for damages of either party against the other arising out of occurrences (acts or omissions) linked with my participation to the EVENT shall be governed by Swiss Law and shall be exclusively settled by arbitration before the CAS, in accordance with the CAS rules then in effect. I agree that the exclusive jurisdiction of the CAS in any case in which it is given does also apply to provisional measures.

**11. Validity:** The terms and conditions set forth above supersede any prior terms and conditions. They shall remain effective for as long as I participate in the EVENT unless otherwise specified in this Declaration Form. They shall also be binding on my heirs, successors, beneficiaries, next of kin or assigns who might pursue any legal action in connection with the same.

<sup>1</sup> FINA Rules are available on the FINA website : [www.fina.org](http://www.fina.org)

<sup>2</sup> FINA DC Rules are available on the FINA website : [www.fina.org](http://www.fina.org)

**Date: 記入日**

2018/11/09

**Athlete Name (print): 氏名 (英字)**

HANAKO SUIREN

**Athlete's Signature: 選手本人の署名**

水連 花子

**For athletes of minority age (according to national laws):**

This is to certify that, as parent/legal guardian of the athlete ("Athlete") named in this Declaration Form, I do consent to his/her participation in the EVENT and his/her agreement to be bound by each of the terms and conditions identified above.

I hereby irrevocably authorise the Team Official of the Athlete's National Federation to provide the necessary consent where and when required for the Athlete's participation in any program or matter in connection with the EVENT. I consent to any medical treatment being administered to the Athlete in the case of any injury or illness whilst the participant is in the EVENT.

※未成年の場合

**Name of Parent/Legal**

**Guardian (print): 保護者氏名**

ICHIRO SUIREN

**Relationship (father/ 保護者の続柄  
mother/legal guardian):**

father

**Date: 記入日**

2018/11/09

**Signature: 保護者の署名**

水連 一郎

**Submitted by President or General Secretary of National Federation:**

We certify and confirm that the above named person is the father/mother/legal guardian (delete as appropriate) of the Athlete and acknowledge that our Team Official has accepted responsibility for the Athlete in the manner stated above. We further verify that the Athlete is a member in good standing of our federation and he fully complies with the FINA Rules on sport nationality (FINA GR 2 ff).

**Read and agreed by the National Federation (President or Secretary General):**

※水泳連盟記入欄

**Name:**

**Position:**

**Date:**

**Signature:**

**Federation Seal:**

**Read and agreed in his/her capacity as Team Official:**

※チームオフィシャル

**Name: 氏名**

ICHIRO SUZUKI

**Position: チームでの役職**

Coach

**Date: 記入日**

2018/11/09

**Signature: 本人の署名**

鈴木 一郎