



International
Paralympic
Committee

IPC Athlete Eligibility Agreement (version two)

National Paralympic Committee	United States Olympic and Paralympic Committee	
NPC Code	USA	Sport Para Swimming
Family Name		
Given Name		
Date of Birth (DD/MM/YYYY)		Gender Male <input type="checkbox"/> Female <input type="checkbox"/>
Email Address (if opting in to receive marketing communications)		

This Eligibility Agreement (Agreement) is an important document (this version of which supersedes all prior versions) that governs my participation in IPC and IPC sport competitions which exclude the Paralympic Games and the Paralympic Winter Games (IPC 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 IPC Competitions (Term).

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

- to be filmed, televised, photographed, identified and otherwise recorded during any IPC 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 the IPC and third parties authorised by the IPC (including IPC members and partners) during and after IPC Competitions, in perpetuity and without compensation (financial or otherwise), in relation to the celebration and promotion of IPC Competitions, the Paralympic Movement and the IPC, in a commercial and non-commercial manner;
- that all photographs and moving images taken by me at any IPC 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 the IPC;
- to comply with the IPC Code of Ethics, 2015 IPC Athlete Classification Code, Intentional Misrepresentation Rules, IPC Medical Code, Athlete Nationality Policy, Sport Equipment Policy, Policy on IPC Accreditation, Policy on Non-accidental Violence and Abuse, the IPC 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 IPC Competition. These documents may be amended from time to time and can be found on, or linked through, the IPC website or can be obtained upon written request to the IPC Headquarters and I understand that I am deemed to have read and understood them;
- that my entries to IPC Competitions may only be administered through my National Paralympic Committee (NPC) or, if applicable, my IPC recognised National Sport Federation (NF) (in either case so long as my NPC is not suspended as an IPC member);
- to accept the criteria of eligibility, qualification and participation laid down by the IPC for the various IPC Competitions;
- to abide by the principles of fair-play and non-violence and to behave myself accordingly during IPC Competitions;
- to comply with the IPC Anti-Doping Code and, in particular 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 the IPC to assist in the enforcement of

the IPC Anti-Doping Code and the IPC 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 IPC 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 IPC 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 IPC rules and regulations for advertising, sponsorship display, propaganda and manufacturer trademarks on clothing and equipment for IPC 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 IPC 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 IPC 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 IPC Competition, I acknowledge that:

- my Personal Data is being collected by the IPC, my NPC and/or NF and Local Organising Committees (LOCs) and such Personal Data is being stored and used by the IPC, my NPC and/or my NF and LOCs (including being transferred to or stored on the IPC's owned or contracted servers), and the responsible host government, law enforcement, border services and security agencies and similar organisations authorised by the IPC (Third Parties) for the purposes of, and to the extent necessary in relation to, facilitating my participation in, and/or organising IPC 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 IPC Competitions;
- the IPC, LOC and Third Parties, may share amongst themselves my Personal Data for the purposes of investigating and/or prosecuting breaches of any of the IPC 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 the IPC, including to undergo athlete evaluation.

ACCESS OF PERSONAL DATA

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

International Paralympic Committee

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info@paralympic.org



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 IPC Competition are under the authority of the IPC and that any disputes which arise shall be resolved by the IPC 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 IPC 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 the IPC. The language of the proceedings shall be English. The decisions of the IPC 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 the IPC.

ACCEPTANCE OF RISK AND RELEASE OF CLAIMS

I acknowledge that I participate in IPC 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 on to all IPC Competition venues and sites and that the LOC and the IPC accept no responsibility for loss or damage to, or arising from, such equipment, adaptive equipment or property.

I release the LOCs, the IPC, 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 IPC Competitions.

GOVERNING LAW

The laws of England govern this Agreement.

CONTACT DETAILS

I understand that I may contact the IPC Headquarters at: privacy@paralympic.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 the IPC (and its partners) in relation to the celebration and promotion of IPC Competitions, the Paralympic Movement and the IPC (and its partners) 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 the IPC Headquarters at: privacy@paralympic.org.

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

Signature of Athlete

Date

Printed Name of Parent / Legal Guardian
(If applicable under national legislation)

Signature of Parent / Legal Guardian

Date

US Paralympics
Printed Name of
National Paralympic Committee

Signature

Date and Stamp

