

## Team Participation Contract

### IOCA (UK) Europeans Team (“Team”) representing Team GBR

Sailor’s Name: .....  
Event: 2023 Optimist European Championships  
Venue: Thessaloniki, Greece  
Event Dates: 15th July – 22nd July

This Event is delivered by the Nautical Club of Thessaloniki, Kalamaria with the endorsement of the Hellenic Sailing Federation under the authority of the International Optimist Dinghy Association (“IODA”) of which the International Optimist Class Association (UK) Ltd (“IOCA (UK)”) is a member. IODA and the organisers provide all accommodation and meals for the duration of the event for the sailors and the adult team leaders and coaches. IOCA (UK) sends the Team to represent Team GBR with a Coach and a Team Leader who are each appointed in line with the Guidelines for the selection of Coaches and Team Leader for IOCA (UK) Teams.

The event has a substantial media presence and a high profile, multicultural feel, as might be expected with potential representation of nations from all over the world.

#### **All Teams**

The Team itself must be a strong, cohesive unit, the members of which support each other in all aspects. The sailors need to be comfortable in each other’s company and to manage their own performance and conduct within a team environment so as to create a dynamic which allows them to perform at their best, not intimidated by an unfamiliar environment.

#### **Terms and Conditions**

With all of these factors in mind and building upon our experience of delivering the best preparation and experience for the Team, it is necessary for IOCA (UK) to require those sailors (and their parents/guardians) to comply with certain terms and conditions (including a code of conduct) as a condition of accepting a place in the Team.

The following terms and conditions apply to all those sailors representing Team GBR at the Event and their parents/guardians. Any concerns regarding the ability to comply with these terms and conditions should be raised with IOCA (UK)’s Selection Committee in writing and addressed to its Chair, David Campbell-James at [selector@optimist.org.uk](mailto:selector@optimist.org.uk). The Selection Committee will consider any request to deviate from these terms and conditions on a case by case basis. They will have absolute discretion to agree or decline any requests and their decision will be final.

These terms and conditions are intended to be legally binding on parents/guardians in favour of IOCA (UK), thereby ensuring that their (and their sailor’s) expectations are clear and reminding them that they remain responsible for the conduct and actions of their dependant sailor prior to and during the Event.

Following a sailor's selection for the Team, their invitation to attend the Event as a member of the Team is subject to their (and, where appropriate, their parents'/guardians') acceptance of the following terms and conditions specified by IOCA (UK) and the RYA:

## 1. Pre-Championships Commitment

All sailors are expected to:

- 1.1. attend all training organised by IOCA (UK) for the Team as detailed in the "**IOCA (UK) GBR Teams 2023 Information**" fact sheet ("**Fact Sheet**"); and
- 1.2. participate in all pre-Event training and training weekends / residential camps and, whilst there, participate in all Team activities both on and off the water.

## 2. Championships Terms & Conditions:

- 2.1. All sailors and their parents/guardians agree that all contact with IODA, the organising authority and the host venue shall be conducted solely by IOCA (UK) or their representatives.
- 2.2. All sailors and their parents/guardians agree and understand that, by representing Team GBR, sailors are responsible for safeguarding the reputation of IOCA (UK) and the RYA and must therefore demonstrate a positive, professional attitude.
- 2.3. All sailors and their parents/guardians accept that the Event is run by IODA and that neither IOCA (UK) nor the RYA can therefore directly influence the organisers over such issues as access to the hotel or the regatta site.
- 2.4. All sailors and their parents/guardians accept that, due to the nature of the way in which the event is organised, IOCA (UK) is not able to agree to any specific requests from sailors and/or their parents/guardians (e.g. hotel room allocation or non-medical, dietary requirements etc.).
- 2.5. All sailors and their parents/guardians accept that they are at all times responsible for the sailor's conduct during each day of competition and during all social events throughout the Event.
- 2.6. Whilst the Coach and Team Leader will use reasonable endeavours to safeguard the welfare of the sailors whilst attending the Event, all sailors and their parents/guardians accept that, due to the nature of the Event, IOCA (UK), the Coach and the Team Leader are unable to provide constant supervision of those sailors attending.

- 2.7. If restrictions are placed by IODA or the host club on non-official personnel entering areas of the Event venue, all parents/guardians accept that they will adhere to those restrictions.

### 3. **General Terms and Conditions:**

All sailors and their parents/guardians must:

- 3.1. comply with all travel, accommodation and logistical arrangements specified by IOCA (UK), including those set out in the Fact Sheet;
- 3.2. acknowledge and agree that sailors will be expected to be in their own rooms by 9.45pm with lights out at 10.15pm and that all phone and any electrical equipment will be required to be handed in by 10.00pm at the latest. If a sailor doesn't comply with this, in the first instance they will have their device confiscated for a period of time;
- 3.3. understand that coaching will be provided at the Event by the Coach and that contact with any other coach for coaching at the Event venue before or during the Event is not permitted;
- 3.4. recognise that it may be unhelpful for Team dynamics if parents/guardians have physical contact with their sailor during the Event and, accordingly, they may only do so with the prior approval of the Coach;
- 3.5. comply with any reasonable requests from IOCA (UK) or the RYA or their sponsors to undertake media or PR activity prior to, during and on return from the Event;
- 3.6. where provided, wear appropriate branded team clothing or kit at any and all times reasonably requested by the Coach and during any media or PR activity and also within any team activity prior to, during and subsequent to the Event – in particular where sailors may be interviewed, photographed or filmed in connection with their place in the Team, representing Team GBR;
- 3.7. comply at all times with such codes of conduct/ethics as laid down or recognised by IOCA (UK), the RYA and/or World Sailing from time to time (including the Code of Conduct set out below);
- 3.8. recognise that as a member of the Team representing Team GBR, the sailors' behaviour and attitude will reflect on Team GBR, IOCA (UK), the RYA and the sport of sailing as a whole. Accordingly, all sailors and their parents/guardians must project a favourable and positive image of the sport and demonstrate high personal standards of behaviour, good manners and sportsmanship at all times while participating in all activities;
- 3.9. recognise and acknowledge that any misconduct, breach of these terms and conditions or any other indiscretion will, where practicable, be handled by IOCA (UK) in the manner set out in IOCA (UK)'s Disciplinary Procedure.

Where this is impractical, then sanctions will be invoked as considered necessary by the Coach and/or the Team Leader and may include (without limitation) removal from any training weekends or residential training camps, or de-selection from the Team, without compensation.

#### **4. Code of Conduct**

Each sailor (and, where appropriate, each of their parents/guardians) commits to abide by the following code of conduct ("**Code of Conduct**"):

- 4.1. I promise to uphold the Racing Rules of Sailing, encourage good sportsmanship and will neither deviate from the truth, nor intentionally break rules which govern the sport of sailing, nor tolerate such behaviour in others.
- 4.2. I will represent myself, and Team GBR with honesty and integrity at all times.
- 4.3. I will treat Team members, the Coach, the Team Leader, fellow competitors, regatta officials, hosts and all others with respect, regardless of race, religion, gender, national origin or abilities.
- 4.4. I will not engage in bullying of any kind (including physical, verbal, sexual or racial). I understand and accept that such action will always be dealt with severely and could result in my dismissal from the Team; and
- 4.5. I will not use non-prescribed drugs and/or drink alcohol during Team activities organised by IOCA (UK) or in which the Team is participating (including at the Event, other events, training weekends and/or camps and when travelling to/from such activities).
- 4.6. I will arrive by the scheduled time for all Team activities;
- 4.7. I will adopt appropriate standards of dress when representing the sport of sailing, the Team, the RYA and/or IOCA (UK);
- 4.8. I will respect the facilities and environment, staff and personnel involved in the facilitation of the training programme and the Event, and agree to be bound by the rules and bylaws of all of the Team's training and Event venues;
- 4.9. I will follow all safety procedures and instructions given by my Coach, Team Leader and other responsible adults, understanding the paramount importance of safety. I will notify a coach or other responsible adult if I feel that another sailor is in danger.
- 4.10. I will respect the rules set down by and the requests of the Team Leader and/or the Coach.
- 4.11. I will give my undivided attention to my Coach at all times, especially during briefings - keeping my mobile phone and any digital music player switched off.

- 4.12. I will not leave the site of the Event event without first obtaining my parent's, the Coach's or the Team Leader's personal permission. I understand that it is not permissible to have another person convey a message that I am leaving, and that I am solely and personally responsible for obtaining prior consent.

**5. The Team will not replace any other team representing Team GBR at another event and sailors cannot choose to switch Teams**

All sailors and their parents/guardians must acknowledge and agree that:

- 5.1. if the Team is unable to attend the 2023 Optimist European Championships (whether due to COVID-19 or for any other reason), the Team will **not** take the place of another team representing Team GBR at that other team's allocated event but IOCA (UK) will use reasonable endeavours to find an alternative event for the Team to attend; and
- 5.2. once a sailor has accepted a place in the Team, under no circumstances may they then elect to switch to another team representing Team GBR (although, at its absolute discretion, IOCA (UK)'s Selection Committee has the right subsequently to offer any sailor a place in another team which the sailor may accept).

**Sailor agreement:** I have read, understood and agree to the above terms and conditions and to follow the Code of Conduct. I understand and accept that my Team membership may be suspended or revoked unilaterally by IOCA (UK) for breach of the terms and conditions or the Code of Conduct, with or without a hearing.

Signature: .....

Name: .....

Date: 1 May 2023

**Parent / Guardian agreement:**

1. I accept the offer of a place for my sailor in the Team and, for both myself and my sailor, and on behalf of all his/her parents/guardians:
  - a. confirm that we have reviewed the Code of Conduct and have understood and agree to the above legally-binding terms and conditions for my sailor to be a member of the Team; and
  - b. acknowledge and accept that membership of the Team is by invitation of IOCA (UK) and that this membership and invitation may be suspended or revoked unilaterally by IOCA (UK) for breach of the terms and conditions or the Code of Conduct, with or without a hearing.
2. I agree to pay £4,600 to IOCA (UK) today and acknowledge that time is of the essence in making such payment. I further acknowledge that such amount will only be refundable to the extent that IOCA (UK) receives any refund of its expenditure relating to the Team from any third party (including IODA) and, in such circumstances, such amount (net of any costs borne by IOCA (UK)) shall be refunded equally between the sailors in the Team.
3. Furthermore, I confirm that I have read the Fact Sheet and understand that, due to the COVID-19 pandemic, there is a risk to my sailor's membership of the Team and the Team's attendance at the Event, including (without limitation) possible:
  - a. cancellation of possible training and/or the Event;
  - b. withdrawal of the Team (or withdrawal of any particular sailor(s)) by IOCA (UK) from training or the Event; or
  - c. the Team (or any particular sailor(s)) being required by IOCA (UK), the governments of either United Kingdom or Greece (or of any other jurisdiction through which any Team member, the Coach or the Team Leader may travel) to act or refrain from acting in a particular way (e.g. quarantine or self-isolation),and, as a result, significant costs and/or delays may be incurred or suffered, perhaps at short notice.
4. Accordingly, in consideration for IOCA (UK) offering my sailor a place in the Team, unless and to the extent that such claim, loss or liability would otherwise be covered by any insurance policy held by IOCA (UK) (available on request and noting that no specific COVID-19 policy is held), I (for both myself and my sailor, and on behalf of all his/her parents/guardians) hereby irrevocably:
  - a. waive any claim for any loss of profit or opportunity, any special, indirect or consequential loss, costs, damages, charges or expenses that I or my sailor may have against IOCA (UK) as a direct or indirect result of or in connection

with COVID-19's impact on the Team and/or the Event (including preparation, training and travelling for the Event); and

- b. fully indemnify IOCA (UK) for that proportion that my sailor bears to the total number of sailors in the Team at the relevant time of:
  - i. any losses (whether direct or indirect), damages, costs and expenses that IOCA (UK) may incur or suffer as a direct or indirect result of or in connection with COVID-19's impact on the Team and/or the Event (including preparation, training and travelling for the Event and, without limitation, any of the above matters); and
  - ii. any increased share in the aggregate costs for the Team resulting from there being fewer than the prescribed number of sailors in the Team or from any sailor withdrawing (whether voluntarily or not) from the Team at any time.

- 5. If my sailor withdraws (whether voluntarily or not) from the Team at any time, I acknowledge and agree that I shall assume liability for and fully indemnify IOCA (UK) for that proportion that my sailor bears to the total number of sailors in the Team at the time of withdrawal of any costs, losses (whether direct or indirect), damages and expenses that IOCA (UK) may have incurred, suffered or irrevocably committed to pay in connection with the Team up until that time.

Executed as a deed and delivered on the date below.

Signature: .....

Name: .....

Witness Signature: .....

Witness's Name: .....

Witness's Address: .....  
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Date: 1 May 2023