

Maccabi Australia Incorporated Australian Team Membership Agreement Maccabiah Games 2025

Your selection to participate in the Maccabiah Games 2025 as a member of M25 Team Australia is conditional on you entering into this Agreement and complying with its terms.

You should read this Agreement carefully to understand its terms and the consequences of any breach of its terms. When you accept the Agreement, you will be legally bound to comply with it.

If you have any questions about this Agreement, please contact the Team General Manager.

Please keep a copy of this Agreement in a safe and accessible place for your reference.

MACCABI AUSTRALIA INC
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Australia
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AUSTRALIAN TEAM MEMBERSHIP AGREEMENT

1 BACKGROUND AND COMMITMENT

1.1 Maccabi Australia

Maccabi Australia Incorporated (**MAI**) is a not-for-profit organisation, committed to the connection and continuity of the Australian Jewish community through sport and wellbeing. Maccabi in Australia symbolises community, friendship, connection and competitive spirit. Just as sport plays an important role in society generally, Maccabi has played and will continue to play an intrinsic role as part of the fabric of Australian Jewish communal life. Maccabi prides itself on providing opportunities for people of all ages and abilities not only to get active, but also to form lifelong friendships in a respectful and inclusive environment. The Maccabiah Games are part of what enables this vision.

1.2 Maccabi Australia Vision for the Maccabiah Games

Maccabi Australia sends a team to the Maccabiah Games in Israel every four years, providing a unique opportunity for participants to:

- (a) in the case of Athletes, strive for sporting excellence;
- (b) in the case of Officials and Supporters, support sporting excellence;
- (c) represent Australia at an international sporting event;
- (d) develop and deepen a sense of connection to one another, the Maccabi movement, and Israel; and
- (e) foster the growth of Maccabi clubs at a local level both before and after the Maccabiah.

1.3 MAI Values

As part of this Agreement, all MAI representatives, all Team Members, whether as Athletes, Officials or as Supporters, must act in accordance with MAI Values at all times. These values are:

(a) **Respect**

This value incorporates respect for oneself, one's body, for others, for the rules and regulations, for sport and the environment. Related to sport, respect stands for fair play, to win with humility and for the fight against discrimination and any other unethical behaviour. Treat others as you wish to be treated.

(b) **Teamwork**

We recognise that success and excellence can only be achieved and sustained by a deep commitment to working as a team and the practice of focusing on collective rather than individual effort and rewards. Compete with passion and have fun.

(c) **Community**

We act consciously to inspire the trust of everyone whose lives we touch by modelling the highest standards of honesty and integrity. Carry your Jewishness with pride and behave in ways that make the Jewish community proud.

(d) **Volunteerism**

We aim to remain accountable to our members and value the work of the volunteers who define our organisation. We also aim to promote open and transparent management processes and always engage in authentic consultation with our stakeholders. As a volunteer, act in good faith and make the necessary effort to fulfil your role.

2 DEFINED TERMS AND INTERPRETATION

2.1 Defined terms

In this Agreement:

Accept means to accept the terms of this Agreement on the electronic platform nominated by MAI and pay any amount determined by MAI from time to time;

Agreement means this Team Membership Agreement and includes all e-forms, schedules, annexures, and attachments to it;

Anti-Doping Declaration means any declaration about compliance with anti-doping regulations that MAI provides to a Team Member, such as in the form set out in Schedule 2;

Anti-Doping Policy means the MAI Anti-Doping Policy available on MAI's website (<https://maccabi.com.au/governance-policies/>) as amended from time to time, and which incorporates the World Anti-Doping Code;

Anti-Doping Rule Violation has the same meaning as the anti-doping rule violations described in Article 2 of the World Anti-Doping Code as amended from time to time;

ASADA means the Australian Sports Anti-Doping Authority;

Athlete means a person who Accepts an offer to become a member of the Team as an Athlete;

By-Laws means the 22nd Maccabiah 2025 (M25) Team Australia Selection By-Laws available on MAI's website (<https://www.maccabiteamaus.au/m25-policies>) as amended from time to time;

Board means the Board of MAI appointed under the MAI Constitution from time to time;

Coach means a person who Accepts an offer to become a member of the Team as a coach of a Games sport team and/or of Athletes within the Team;

Code of Conduct means the MAI Code of Conduct available on MAI's website (<https://maccabi.com.au/governance-policies/>) as amended from time to time;

Competition means any single race, match, game, or singular sport contest;

Condition means any illness, injury, allergy or other physical or mental condition;

Footage means photographic, biographical information, sound and video images;

Games means the 2025 Maccabiah Games, and includes any Pre-Games Training Camp or other MAI activities that occur in Israel preceding the Games;

Games Accommodation means the accommodation that MAI or MWU provides the Team Member during the Pre-Games Training Camp and the Games;

General Manager means the person appointed as the General Manager of the Team or an authorised delegate or nominee of that person;

Head of Delegation means the person appointed by MAI as the Head of Delegation of the Team or an authorised delegate or nominee of that person;

Head of Media means the person appointed by MAI as the Media Manager of the Team or an authorised delegate or nominee of that person;

Head of Medical means the person appointed by MAI as the Head of the Medical Team or an authorised delegate or nominee of that person (for example the Head of Physiotherapy or Head of Team Performance (Psychologist));

Head of Safety and Security means the person appointed by MAI as the Head of Safety and Security of the Team or an authorised delegate or nominee of that person;

Integrity Policies means the MAI Integrity Policies available on MAI's website (<https://maccabi.com.au/governance-policies/>) as amended from time to time;

Maccabiah Integrity Officer (MIO) means a person appointed by MAI to be a point of contact for a person reporting a complaint or grievance in relation to an alleged failure to comply with the Code of Conduct or other Integrity Policies;

Maccabiah Tribunal means a tribunal appointed by the Tribunal Chair as required during or after the Games. There may be a different Maccabiah Tribunal for a first instance hearing and for an appeal from a first instance hearing;

MAI means Maccabi Australia Incorporated (ABN 99 643 176 941), and a reference to MAI in this Agreement is a reference to the Board or its delegate from time to time;

MWU means Maccabi World Union (also known as Maccabi Olami);

Official means a person who Accepts an offer to become a member of the Team as a Coach of a sport team, as a Youth Leader, as a Manager or Leader of a section or region, or to serve any other official function including in relation to operations, finance, medical or allied health, media, safety and security or integrity;

Payment Schedule means the schedule set out in Schedule 1;

Personal Information has the same meaning as in the Privacy Act;

Pre-Games Training Camp means the Team camp occurring immediately before the Games;

Privacy Act means the *Privacy Act 1988* (Cth) as amended or replaced from time to time;

Privacy Policy means the MAI Privacy Policy available on MAI's website (<https://maccabi.com.au/governance-policies/>) as amended from time to time;

Supporter means a person participating in one of MAI's official Supporter groups;

Team means M25 Team Australia;

Team Manager means a person appointed to manage a Games sport team;

Team Member means an Athlete, Official or Supporter, and **Team Membership** means those persons' membership of the Team;

Team Policies means the:

- (a) By-Laws;
- (b) Integrity Policies, including without limitation the Code of Conduct, Member Protection Policy, Child Safeguarding Policy, Alcohol and Other Drugs Policy, Match Fixing and Gambling Policy and Incidents, Complaints and Disputes Policy;
- (c) Travel Policy;

- (d) Privacy Policy; and
- (e) any other policies and procedures of MAI and/or the Team that MAI notifies the Team Member about, either before or during the Term;

Team Rules means the Team Policies and any By-Laws or other Rules of MAI or MWU that apply to the Team, including without limitation rules made by the Head of Delegation to apply to certain categories of Team Members such as junior Athletes;

Term means the period from the start until the end of this Agreement as set out in clause 3;

Travel Policy means the MAI Travel Policy available on MAI's website (<https://maccabi.com.au/governance-policies/>) as amended from time to time;

Tribunal Chair means the person appointed by the Board as the Chair of the Maccabiah Tribunal or an authorised delegate or nominee of that person;

WADA means the World Anti-Doping Agency; and

World Anti-Doping Code means the World Anti-Doping Code 2015 as amended or replaced from time to time.

2.2 Interpretation

In this Agreement, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) a reference to time is to Australian Eastern Standard Time or Australian Eastern Daylight Time, as applicable;
- (c) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) the meaning of general words is not limited by specific examples introduced by including 'for example' or similar expressions;
- (e) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them; and
- (f) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) as amended or replaced from time to time, or the equivalent State legislation, as applicable.

3 TERM

- (a) This Agreement starts on the date you (and, in the case of an Athlete who is aged under 18 years, your parent/legal guardian(s)) Accept it.
- (b) This Agreement ends:
 - (i) when you are formally discharged or released from the Team;
 - (ii) if you resign from the Team, at the time you resign;
 - (iii) if the Games are cancelled, or MAI's participation in the Games is cancelled or cut short, in accordance with the written notice that MAI gives you of this; or
 - (iv) when you arrive in Australia on a returning Team flight; or

- (v) if you are not returning to Australia on a Team flight, then at the end of the Games or when you last leave Games Accommodation,

whichever happens sooner.

- (c) You may resign from the Team for any reason at any time, by giving MAI written notice. If you resign, MAI may at its discretion refund you some or all of the fees you have paid in accordance with its refund policy in place at the time.

4 TEAM MEMBER'S GENERAL OBLIGATIONS

4.1 Team Membership and agreed terms

You:

- (a) acknowledge that Team Membership:
 - (i) is an honour and a privilege; and
 - (ii) is conditional on your ongoing compliance with the terms of this Agreement; and
- (b) agree to be bound by and to comply with this Agreement.

4.2 Team Member behavioural requirements

You must, at all times:

- (a) comply with the Team Rules. Team Policies, which are part of the Team Rules, are not contractually binding on MAI but they should be treated as directions with which all Team Members must comply;
- (b) comply with all reasonable directions of MAI, the Head of Delegation, the General Manager or their delegates;
- (c) if relevant, comply with the rules of your sport;
- (d) comply with all laws applicable (respectively) in Australia and Israel while you are in those countries;
- (e) behave in a respectful, appropriate and professional manner;
- (f) respect the spirit of fair play and non-violence and behave accordingly;
- (g) accept victory and defeat with dignity and grace;
- (h) not engage in conduct (whether publicly or otherwise), which in the opinion of the Head of Delegation or the Board has brought or might bring MAI into disrepute;
- (i) not at any time be convicted of, or charged with, any serious offence, including without limitation an offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport;
- (j) travel at the times and in the manner determined or approved by the General Manager;
- (k) reside, and remain, in the Games Accommodation or other location as directed;
- (l) if you leave the Games Accommodation for whatever reason, first advise the relevant Manager. Junior Athletes are not permitted to leave any Games venue except with the

permission of the relevant Team Official and if accompanied by a parent or guardian or their nominee;

- (m) wear the Team uniform as directed by Team Officials;
- (n) attend the Bridge Dedication Ceremony commemorating the 1997 Yarkon bridge tragedy;
- (o) actively participate in all Team fundraising activities;
- (p) truthfully make any Anti-Doping Declaration;
- (q) assist MAI in enforcing compliance with this Agreement, irrespective of any potential disciplinary measure for yourself or any other Team Member; and
- (r) comply with any requirements of MWU.

4.3 Athlete behavioural requirements

If you are an Athlete, you must also:

- (a) actively work towards attaining your full potential in your sport; and
- (b) abide by the spirit and rules of your sport.
- (c) be supportive of other Team Members.

4.4 Official behavioural requirements

If you are an Official, you must also:

- (a) take care of other people for whom you are responsible;
- (b) ensure that any physical contact with any other person is appropriate to the situation and necessary for the person's skill development or medical treatment;
- (c) not engage in any intimate relationship or affair with any junior Athlete (whether a member of the Team or an athlete from another country), or any Athlete over whom you have any kind of Games-related authority or for whom you have any kind of Games-related responsibility; and
- (d) avoid unaccompanied and unobserved activities with people under the age of 18 years wherever possible.

4.5 Payment Schedule

You must pay the costs associated with the Games in accordance with the Payment Schedule.

4.6 Eligibility to travel

Only Team Members who have completed the Payment Schedule in full and otherwise complied with their obligations under this Agreement will be eligible to travel with the Team and/or to participate in the Games.

5 INTERNATIONAL TRAVEL / COMPETITION / PERSONAL INJURY INSURANCE

- (a) MWU provides personal medical insurance to cover the period in Israel, from the beginning of the Pre-Games Training Camp until the end of the Games. This insurance only covers medical expenses in Israel.

- (b) You must arrange, and provide MAI with details of, your own travel insurance, including any insurance required for specialised equipment.

6 MEDICAL ISSUES

6.1 Fitness to participate and medical information

- (a) You declare that:
- (i) you are medically, physically, and psychologically fit and able to participate in the Games in your particular role; and
 - (ii) any medical information you provide to MAI is or will be true and correct in every particular.
- (b) You must do all things reasonably necessary to provide medical information as required by MAI or the Head of Medical in connection with your participation in the Games, and immediately notify the Head of Medical of any change in your medical details, your fitness or ability to participate, and/or any Condition.
- (c) MAI agrees that all medical information you provide, and any other information about your health or any Condition, is confidential and will be kept confidential, except to the extent that this information is public knowledge or required for legal, medical, administrative or Competition purposes, or as otherwise set out below.
- (d) You consent to and authorise:
- (i) the Head of Medical to obtain any information considered relevant, from any health care provider (including any medical practitioner, sports scientist or therapist) whom you have consulted or will consult in the period commencing 12 months before the Games commence or during the Term, in respect of:
 - (A) your health and medical history;
 - (B) a Condition which affects or may affect your training or performance at the Games;
 - (C) any immunisations administered to you; and/or
 - (D) all drugs and medications prescribed for you or used by you;
 - (ii) any health care provider (including any medical practitioner, sports scientist or therapist) whom you have consulted or will consult in the period commencing 12 months before the Games commence or during the Term and the Head of Medical to exchange with each other any information or opinions about your health and medical history, any Condition, test results, immunisations administered or medical services provided or to be provided to you for any purpose relating to your participation in the Games;
 - (iii) MAI to receive your drug test information, results and therapeutic use exemptions from ASADA and WADA;
 - (iv) the Head of Medical to make full disclosure to the Board and any authorised Official of any information obtained under this clause 6.1; and
 - (v) MAI to retain your medical information and the results of any tests or examinations of you for use in research and publication in medical and scientific papers or for compilation of statistics for historical analysis, provided that any publication or analysis maintains your anonymity.
- (e) You must create, sign, execute or otherwise deal with any document which may be

necessary to give effect to this clause 6.1.

6.2 Responsibility, insurance and treatment

- (a) You acknowledge and agree that you are primarily responsible for your own health at the Games.
- (b) You are responsible for your own medical expenses in Australia and while travelling to and from Israel, including any expenses that arise in connection with your participation in the Team
- (c) MAI may, in its absolute discretion, offer to provide certain additional medical services using Team designated health care providers. MAI will not meet the cost of medical services provided to you by non-Team health care providers.
- (d) If MAI requires this, you must:
 - (i) undergo a physical check-up or specific medical testing at your expense before participating in the Games;
 - (ii) undergo medical testing as may be reasonably required by the Head of Medical, including, but not limited to, giving blood samples for DNA or other biological analysis and tissue samples for analysis;
 - (iii) not act in any way that might cause a risk to yourself or to the health and safety of others, other than during competition as permitted by the rules of your sport; and
 - (iv) have any immunisations or vaccinations reasonably required by the Head of Medical;
- (e) If you suffer any injury, accident, damage or illness in the course of or during your participation in the Team, then you:
 - (i) must, wherever possible, submit to and authorise the provision of any medical treatment in accordance with the recommendation of the Head of Medical;
 - (ii) consent and agree to receiving emergency medical treatment and transportation which may be deemed necessary by the Head of Medical, including but not limited to evacuation, hospitalisation, blood transfusions, surgery, and medications;
 - (iii) understand and accept that, where possible, any necessary medical treatment will be fully explained to you as best as MAI is able; and
 - (iv) agree that, ultimately, even if your consent cannot be obtained, you will submit to the medical attention or treatment in accordance with the recommendation of the Head of Medical.
- (f) Your consent and authorisation in this clause 6.2 is complete, valid and binding.

6.3 Participation in Games-related events

You acknowledge that:

- (a) you will be exposed to certain risks before and during the Games, such as: physical exertion; stress and other psychosocial hazards; bodily contact with other people, equipment, natural and man-made obstacles; and weather conditions, which are outside MAI's control;
- (b) accidents, which are outside of MAI's control, may result in property damage, injury or even death; and

- (c) the General Manager, acting on advice from the Head of Medical, may direct you not to participate in training or an event at the Games if, in the General Manager's opinion, your participation would constitute an unacceptable risk of:
 - (i) causing harm, injury, or death to yourself or anyone else;
 - (ii) aggravating an existing injury or illness; or
 - (iii) infecting other Team members or participants in the Games.

6.4 Directions

You must comply with all reasonable directions given by the Head of Medical concerning medical matters.

7 SAFETY AND SECURITY REQUIREMENTS

You must comply with all reasonable directions given by the Head of Safety and Security concerning safety and security matters.

8 MEDIA AND PUBLIC STATEMENTS

- (a) The Head of Delegation is the spokesperson for the Team and, as appropriate, MAI. The Head of Delegation and authorised officials only are responsible for all official public statements in the media, including social media.
- (b) You acknowledge and agree that MAI assumes no liability for anything posted on social media without the consent and prior approval of the Head of Delegation, General Manager or Head of Media.
- (c) You consent to MAI and MWU using photographic, biographical information, sound and video images (**Footage**) of you in print, digital and electronic media by posting or publishing it on any media for the purposes of:
 - (i) news and information;
 - (ii) promotion of the Games;
 - (iii) promotion of the Team; and/or
 - (iv) promotion of MAI, MWU and the Maccabi movement.
- (d) You must not, without the prior written approval of the Head of Delegation or General Manager:
 - (i) supply any information in relation to the Games or MAI or Footage to be published on any media;
 - (ii) grant any interview to any media in relation to the Games or MAI;
 - (iii) interview for or author any public or media comment for reward, including paid social media posts on any platform, in relation to the Games or MAI;
 - (iv) make any other public statement in relation to the Games or MAI; or
 - (v) act as a journalist or in any other media capacity while at the Games.
- (e) If written approval is granted by the Head of Delegation or General Manager as described in clause 8(c):

- (i) you must exercise caution when posting or making comments in relation to MAI, the Team, any Team Member, MWU or the Games;
 - (ii) for interviews with a visual element, you must wear Team uniform unless this is impracticable; and
 - (iii) when making public comment or engaging in interviews, you must do so with respect and not disclose any confidential information regarding MAI or any Team Member.
- (f) You are bound by and must comply with the terms of the Media Policy.
- (g) Your use of social media during the term of this Agreement must adhere to and reflect MAI's Values.

9 PERSONAL INFORMATION AND PRIVACY

You acknowledge and consent to:

- (a) MAI collecting, storing, and using your Personal Information;
- (b) MAI disclosing your Personal Information to third parties, subject to any legal restrictions under the Privacy Act or otherwise, for the purposes of:
 - (i) investigating possible Anti-Doping Rule Violations under the World Anti-Doping Code, the Anti-Doping Policy or the anti-doping policies of other sporting organisations;
 - (ii) administering and enforcing the Anti-Doping Policy;
 - (iii) assisting other sporting organisations in the administration and enforcement of their anti-doping policies;
 - (iv) reporting on the administration and enforcement of the Anti-Doping Policy or the anti-doping policies of other sporting organisations; and
 - (v) assisting decision-making around administrative, selection, de-selection, or disciplinary action, other entities such as:
 - (A) the Australian Sports Anti-Doping Authority;
 - (B) the World Anti-Doping Agency; and
 - (C) any other sporting organisation of which you are a member / scholarship holder;
- (c) MAI disclosing general biographical information, including online or to third parties, such as your:
 - (i) name;
 - (ii) date of birth and / or age;
 - (iii) home State or Territory;
 - (iv) sport and sporting event(s);
 - (v) Competition results;
 - (vi) career highlights; and
 - (vii) personal hobbies and interests.

10 ALCOHOL, OTHER DRUGS AND ANTI-DOPING OBLIGATIONS

10.1 Compliance

Without limiting your obligations to comply with the Alcohol and Other Drugs Policy (including the Anti-Doping Policy), you must:

- (a) not use, attempt to use, have in your possession, attempt to have in your possession, supply or traffic or attempt to supply or traffic:
 - (i) alcohol;
 - (ii) a 'drug of addiction'; a 'poison'; or
 - (iii) a 'restricted substance',

in contravention of any relevant Australian or Israeli law. For the avoidance of doubt, the law that applies at any time is the law where you are at that time, including without limitation any law about the age at which it is lawful to consume alcohol;

- (b) make the Anti-Doping Declaration;
- (c) complete the Team's anti-doping education as required; and
- (d) if you are an Athlete, comply with any lawful request or direction by MAI, MWU, ASADA, WADA and/or any other anti-doping authority to determine compliance with the Anti-Doping Policy.

10.2 Search

You authorise MAI and its authorised officers, acting in the presence of a third party, to:

- (a) search your person, room, clothing, bags, and other possessions at any time in relation to any potential breach of the Alcohol and Other Drug Policy; and
- (b) take, retain in its possession and/or deal with any substance, or evidence of the use of a prohibited substance found because of such a search.

10.3 Cooperation

You must at all times co-operate with and assist MAI, MWU, ASADA, WADA, and/or any other anti-doping authority, including by:

- (a) actively and honestly participating in interviews; and
- (b) providing information and documents,

in an investigation being conducted by an anti-doping authority, even if to do so might incriminate you or expose you to some disciplinary measure.

11 DEALING WITH INCIDENTS, COMPLAINTS AND DISPUTES

- (a) The Incidents, Complaints and Disputes Policy that is part of the Integrity Policies applies to complaints and grievances relating to your Team Membership. This means that, if you wish to report an incident or have a grievance or complaint against a Team Member arising out of an alleged breach of any Team Policy (together, **your complaint**), you must seek to resolve your complaint in accordance with the Incidents, Complaints and Disputes Policy.
- (b) If possible, MAI seeks to resolve all grievances and complaints by agreement between the people involved, at the level at which they arose, and in a co-operative and

constructive manner. However, you acknowledge this is not always possible, and so the Incidents, Complaints and Disputes Policy is flexible in order to allow issues to be dealt with as appropriate in their specific context.

- (c) In the above context, if:
- (i) your Team Manager can deal with your complaint, then (subject to (iv) below) you should report it to them;
 - (ii) your complaint involves an incident or people operating at the Team Manager or Regional Leader level, then (subject to (iv) below) you should report it to the General Manager;
 - (iii) your complaint involves issues or events that might impact on the standing and reputation of MAI as a whole, then (subject to (iv) below) you should report it to the Head of Delegation; or
 - (iv) for any reason you are not comfortable to report your complaint to the people listed above, you should report it to the Maccabiah Integrity Officer (**MIO**).
- (d) If:
- (i) someone else makes a complaint about you in your capacity as a Team Member; or
 - (ii) you are asked to be a witness, or otherwise assist, in relation to a complaint about another person,

you must cooperate, in a timely fashion, with the process that MAI puts in place to attempt to resolve that complaint.

12 DISCIPLINARY PROCEDURES AND OUTCOMES

12.1 Revocation of Team Membership for serious misconduct

MAI may revoke your Team Membership at any time if, in the opinion of the Head of Delegation or the Board, you have, at any time:

- (a) engaged in conduct which:
- (i) is a breach of any Team Policy or another provision of this Agreement;
 - (ii) has brought or might bring into disrepute:
 - (A) MAI;
 - (B) the Team;
 - (C) Maccabi generally; and/or
 - (D) your sport; and/or
 - (iii) is otherwise inconsistent with the values, best interests, or image of MAI, the Team or Maccabi generally; and/or
- (b) been convicted of, or charged with, any serious offence, including without limitation an offence involving violence, alcohol or drugs, or any sex offence, or any offence relating to any betting or gambling activities on sport.

12.2 Revocation of Team Membership for non performance

MAI may revoke your Team Membership at any time if, in the opinion of the Head of Delegation or the Board, you are unable to perform the role for which you have been selected or appointed.

12.3 Disclosure

If 12.1(a) or 12.1(b) above applies to you, you must disclose details of the situation to the General Manager-Team.

12.4 Other consequences of breach of Agreement

If the Head of Delegation or the Board forms the opinion (either during or after the Term) that you have breached any term or condition of this Agreement, including but not limited to as set out in 12.1(a) or 12.1(b) above, MAI may, at its discretion:

- (a) require you to make a verbal and/or written apology;
- (b) direct you to attend counselling;
- (c) give you a formal written warning;
- (d) exclude you from participating in MAI-related activities;
- (e) exclude you from competition at the Games;
- (f) require you to leave the Games and/or the Games Accommodation at your own expense (which must occur within 48 hours of MAI requiring this) and this will immediately terminate any duty of care that MAI owes to you;
- (g) cancel or confiscate your Games accreditation;
- (h) suspend or prohibit you from participating in any MAI events or teams in future;
- (i) require you to pay for damage you have done to someone else's property;
- (j) if you are under 18 years of age, require a parent or legal guardian to collect you from the Games at their own cost (which must occur within 72 hours of MAI requiring this) and that this will immediately terminate any duty of care that MAI owes to you; and
- (k) take such other disciplinary measures as MAI deems appropriate, including changing any disciplinary measure or penalty in light of new information.

12.5 Maccabiah Tribunals

- (a) The Tribunal Chair may, at their discretion, appoint a Maccabiah Tribunal to deal with any disciplinary matters that they consider require this, including but not limited to an appeal from a decision of the Head of Delegation.
- (b) If you are dissatisfied with a disciplinary decision that the Head of Delegation or the Board has made about you, you may request that the Tribunal Chair appoints a Maccabiah Tribunal to hear an appeal against that decision. The Tribunal Chair has a discretion about whether to agree to appoint that Maccabiah Tribunal.

13 RELEASE AND INDEMNITY

- (a) By Accepting this Agreement, you declare that you travel to and from Israel, and you stay in Israel in connection with the Games, of your own choice and free will, in order to participate in sport and to engage in and enjoy community and leisure activities.
- (b) You acknowledge and agree that your preparation for and participation in the Games come with the risk of bodily injury (including paralysis, dismemberment, disability and

death) and the risk of damage to or loss of property, even though (if you are an Athlete or Coach) the particular rules of your sport, equipment, personal training and discipline may reduce those risks.

- (c) You release and indemnify MAI, each of MAI's officers, employees, agents and contractors, each other Team Member, the Maccabiah Tribunal members and all MAI volunteers (the **Indemnified Parties**) against any claim, loss, damage, liability, cost or expense arising out of:
- (i) your membership of the Team and your involvement in the Games (including any training or competition conducted in preparation for or in relation to the Games), and any act permitted or omitted to be done by you in relation to this Agreement;
 - (ii) any breach of this Agreement by you;
 - (iii) your negligence, fraud or wilful misconduct; and
 - (iv) any legal proceedings or claims to which the Indemnified Parties are joined as a party and in relation to which a contribution is sought from those Indemnified Parties,
- except to the extent that such claim, loss, damage, liability, cost or expense is due to:
- (v) the fraud or wilful misconduct of any of the Indemnified Parties; or
 - (vi) a breach of this Agreement by an Indemnified Party.
- (d) You acknowledge and agree that, if you commence legal proceedings against any of the Indemnified Parties in a foreign court or tribunal or pursuant to a foreign law and obtain a judgement or award against any of them, you will not register or seek to register or enter or enforce any judgement or award in Australia or any State or Territory of Australia and that:
- (i) MAI may take injunctive proceedings against you to restrain you from breaching your commitments and obligations under this clause 13; and
 - (ii) this Agreement and this clause 13 may be produced by MAI as conclusive proof of your agreement.
- (e) This clause 13 applies to the maximum extent of all applicable laws.

14 MISCELLANEOUS

14.1 Survival

Clauses 2, 6.1(d), 6.2, 9, 10, 12, 13 and 14 of this Agreement will survive its termination or expiry.

14.2 Variation

This Agreement may only be varied by agreement in writing signed by you and on behalf of MAI.

14.3 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining term or parts of the term this Agreement will continue in force.

14.4 No employment, agency or partnership relationship

Nothing contained in this Agreement creates or constitutes a relationship of employment, agency, or partnership between you and MAI.

14.5 Entire agreement

This Agreement constitutes the entire agreement between you and MAI about your Team Membership, and replaces all previous agreements or understandings between you in connection with its subject matter.

14.6 Governing law and jurisdiction

This Agreement is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

14.7 Minors

If you are under 18 years of age, you agree that this Agreement is for your benefit and that your Team Membership is conditional on your parent or legal guardian Accepting this Agreement including providing the signed acknowledgement in Schedule 3 to MAI.

14.8 Counterparts

This Agreement may be executed by electronic communication including digital acceptance, and PDF and in any number of counterparts, and those counterparts when taken together form one agreement. If this Agreement is executed by any party and transmitted by electronic communication to the other party, the execution will be deemed effective immediately after all parties have executed counterparts.

Signature of Team Member:

.....

Name of Team Member:

.....

Date:

Schedule 1 Payment Schedule

1 PAYMENT SCHEDULE

The Team Member acknowledges that there are compulsory costs associated with the Games. All compulsory costs must be paid by the Team Member according to the Pay Schedule below:

Schedule	Amount	Date payable
Application Fee	\$50	Paid at Application
Instalment #1	20% of Games Fee	Within 10 days of offer of place in Maccabiah Team
Instalment #2	40% of Games Fee	No later than 30 November 2024
Instalment #3	40% of Games Fee	No later than 31 March 2025

*plus credit card fee

2 PAYMENT METHODS

A Team Member can pay their compulsory costs by:

- (a) periodic direct debit aligned with the payment schedule;
- (b) direct transfer; or
- (c) credit card (Mastercard or Visa).

3 ADDITIONAL COSTS

There will be additional costs (sport / team-specific) payable by Team Members, which might include:

- (a) trials fees;
- (b) workshop or training camp fees;
- (c) coach;
- (d) other support staff;
- (e) playing strips; and
- (f) travel insurance.

Schedule 2

Anti-Doping Declaration

I (THE TEAM MEMBER) (PLEASE SELECT) solemnly and sincerely declare as follows.

- 1 I am aware of and understand what constitutes an anti-doping rule violation as defined in Article 2 'Anti-Doping Rule Violations' of the World Anti-Doping Code 2021 as amended or replaced as at the date of this declaration (**Code**), and that an anti-doping rule violation includes but is not limited to:
- (i) Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample;
 - (ii) Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method;
 - (iii) Evading, Refusing or Failing to Submit to Sample Collection by an Athlete;
 - (iv) Whereabouts Failures by an Athlete;
 - (v) Tampering or Attempted Tampering with any Part of Doping Control by an Athlete or Other Person;
 - (vi) Possession of a Prohibited Substance or a Prohibited Method by an Athlete or Athlete Support Person;
 - (vii) Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by an Athlete or Other Person;
 - (viii) Administration or Attempted Administration by an Athlete or Other Person to any Athlete In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Athlete Out-of-Competition of any Prohibited Substance or any Prohibited Method that is Prohibited Out-of-Competition;
 - (ix) Complicity or Attempted Complicity by an Athlete or Other Person;
 - (x) Prohibited Association by an Athlete or Other Person; and
 - (xi) Acts by an Athlete or Other Person to Discourage or Retaliate Against Reporting to Authorities.

2 I have read and understand the MAI Anti-Doping Policy as amended or replaced as at the date of this declaration.

3 I have correctly and honestly ticked the box or boxes below that apply to me:

- (a) I have not at any time breached any applicable anti-doping rule or policy, including the Code, the MAI Anti-Doping Policy and the anti-doping rules and policies of applicable Anti-Doping Organisations, (as those words are defined in the MAI Anti-Doping Policy) (each an **Applicable Anti-Doping Rule or Policy**).
- (b) I have breached an applicable Anti-Doping Rule or Policy, but
 - (i) the sanction in respect of such breach(es) was formally eliminated or waived by the organisation having the authority to do; or
 - (ii) I have completed the sanction imposed in respect of such breach(es)

and attached to this declaration are the relevant documents including the notification of all eliminated / waived breach(es) and/or all completed / uncompleted sanctions that were imposed on me.

Signature of Team Member:

.....

Name of Team Member:

.....

Date:

Schedule 3

Parent / Legal Guardian Agreement

Name of Athlete:

.....(Athlete)

Name of Parent or Legal Guardian:

.....(Parent or Legal Guardian)

In consideration of Maccabi Australia Incorporated (**MAI**) funding international sporting competitions and selection of the Athlete as a member of the M25 Team Australia (**Team**) on the terms and conditions set down in the Team Membership Agreement entered into by the Athlete and MAI (**Team Agreement**), I/we, the undersigned Parent/s or Legal Guardian/s:

- (a) acknowledge that the Athlete is under the age of 18 as at the date of signing this Team Agreement;
- (b) warrant that:
 - (i) I am/we are the Parent/s or Legal Guardian/s of the Athlete; and
 - (ii) if only one Parent or Legal Guardian has signed this form, I have full legal authority to sign this document on my own behalf and, the Athlete does not have another Parent or Legal Guardian or the consent of that other Parent or Legal Guardian is not required under an applicable court or other order;
 - (iii) I I/we have read and understood the Team Agreement, and I/we have had the opportunity to obtain independent legal advice about the terms and effects of the Team Agreement in order to clarify any doubts or concerns I/we may have had about them;
 - (iv) one or both of us have fully explained the terms and effects of the Team Agreement to the Athlete; and
 - (v) the Athlete has read the Team Agreement, understands its terms and effects and that in signing the Team Agreement understands that they will be bound by it;
- (c) agree that the Team Agreement is for the benefit of the Athlete;
- (d) agree to and authorise the Athlete's participation in the 2025 Maccabiah Games (**Games**) on the terms and conditions in the Team Agreement, and consent to MAI entering into the Team Agreement with the Athlete;
- (e) warrant that the Athlete has fully informed MAI of their complete medical history including details of all Conditions, immunisations, drugs and other substances used by or administered to the Athlete in the past regardless of whether they are used on a regular or irregular basis;
- (f) consent to:
 - (i) the collection, storage, disclosure to third parties and use of the Athlete's image and personal information;
 - (ii) the collection, storage and exchange between MAI, the Head of Medical and any health care provider of the Athlete's personal and health information obtained by MAI in connection with the Athlete's involvement in the Team or the Games (**Athlete's Information**);
 - (iii) the Athlete's Information being used by MAI for the purposes of providing or preparing to provide medical assistance to the Athlete in connection with the Games and enabling MAI and the Head of Medical to comply with health and safety laws and

undertake critical incident procedures and otherwise as permitted by the *Privacy Act 1988* (Cth) and any other applicable legislation relating to the collection, use and disclosure of personal health information;

- (g) understand and accept that, if the Athlete suffers any injury, accident, damage or illness in the course of or during the Athlete's participation in the Team, the Athlete may require medical attention or treatment. In that context:
- (i) I/we consent to the Athlete receiving emergency medical treatment and transportation which may be deemed necessary by the Head of Medical and we consent to the Athlete submitting to the provision of any medical treatment in accordance with the recommendations of the Head of Medical (including by MAI staff, representatives, contractors or other medical personnel) including but not limited to evacuation, hospitalisation, blood transfusions, surgery, and medications; and
- (ii) I/we understand and accept that:
- (A) if possible, any necessary medical treatment will be fully explained to the Athlete as best as MAI is able;
- (B) if the Athlete is unable legally or practically to give consent themselves, all reasonable attempts will be made to contact me, to obtain my consent; and
- (C) ultimately, even if the Athlete's or my consent cannot be obtained, the Athlete should submit to the medical attention or treatment in accordance with the recommendation of the Head of Medical;
- (h) agree that the Athlete is responsible for all property that they bring to the Games sites and that MAI accepts no responsibility for any loss or damage to this property;
- (i) agree to jointly and severally guarantee the Athlete's complete and punctual performance of the Team Agreement, including in respect of any release and indemnity in the Team Agreement provided by the Athlete in favour of any person;
- (j) agree that the Athlete's membership of the Team may be terminated and that MAI may withdraw or refuse benefits and privileges under the Team Agreement if the Athlete breaches the Team Agreement;
- (k) acknowledge and agree that:
- (i) in this item 14.8(k), a reference to MAI includes Maccabi Australia Incorporated and its:
- (A) Board of Directors, officers, managers, agents, employees and volunteers;
- (B) officials, coaches, medical practitioners, sports scientists and therapists; and
- (C) independent contractors;
- (ii) MAI will have no liability to the Athlete or to me/either of us (or any other parent or legal guardian of the Athlete) in respect of any loss, damage or injury of any kind arising directly or indirectly from or in connection with, directly or indirectly, any act, omission or fault of any person (including MAI), in relation to the Athlete's membership of the Team, the Athlete's participation in any training or Competition in the Games or any issue arising in respect of selection for the Team or Games; and
- (l) jointly and severally indemnify and will at all times keep indemnified MAI from and against all actions, suits, proceedings, claims, demands, costs, loss, damage, liability and expenses which may be suffered and incurred by the Athlete or taken or made against MAI in connection with or arising out of any such loss, damage or injury arising out of the Athlete's failure to perform or uphold any provision(s) of the Team Agreement, including where the Athlete's non-performance is because the Athlete elects to void the Team Agreement or the Team Agreement is otherwise held to be void.

Signature of First Parent or Legal Guardian:

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Name of First Parent or Legal Guardian:

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Signature of Second Parent or Legal Guardian:

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Name of Second Parent or Legal Guardian:

.....

Date: