

2006 SOUTH AFRICAN SLALOM TEAM

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Introduction

Welcome to the 2006 Slalom Season and the opportunity to represent South Africa internationally.

This document has been compiled to assist those athletes considering nomination for the national trial.

Please take the time to use the extensive resources contained in this booklet, however should you have

any queries regarding the information contained within the document please do not hesitate to contact

Canoeing South Africa for clarification.

In this document you will find all the necessary information you require to nominate for selection to the

South African Slalom Team. Be sure to carefully read all sections of this document before you complete

and sign your nomination forms. Once you have read this document you should complete the nomination

form, and hand it to the Secretary General of Canoeing South Africa or the Chairman of the Slalom

Committee (Alick Rennie) on or before the date specified in this document..

Please ensure you sign the Nomination Form Agreement, which is attached, and if under the age of

eighteen at the time of nomination have your parent or guardian also sign. Notification of receipt of your

nomination will be forwarded to you. Athletes are to retain their copy of the Selection Handbook and return

only the Nomination Agreement Form. It should be noted that the acknowledgement is a legal document

and affects your rights.

I wish all nominees the best of success at the trial and hope that they will be successful in their goal to represent South Africa. Furthermore I wish all the very best of success to the South African Slalom Team for 2006.

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SECTION A

1. TRIAL AND SELECTIONS 2006

2.1 SELECTION EVENTS

2.1.1 The South African Slalom Championships held on 8 April 2006 will be the official selection event for the national team.

Every athlete that wishes to be considered for selection for any team must have signed the NOMINATION FORM AGREEMENT (found at the back of this document), and returned it, fully completed and signed, to the Secretary General of Canoeing South Africa, **on or before the 9th March 2006**. Signing the document confirms that you have read, understood and accept all the information set out in this entire document.

1. 2.1.2 Selection Events will be run in accordance with ICF rules.

2. 2.2 SELECTION CRITERIA

1. 2.2.1 Due to the fact that there is a single selection event and the sudden death nature of slalom, the standard shall be determined by the paddler's fastest single run. This clause is specifically for 2006 and will be re-evaluated for future seasons.

2. 2.2.2 In the event of a nominated paddler becoming ill or injured he or she may make written representation to the selection committee with suitable doctor's certificates to consider a retrial.

3. 2.2.3 The senior K1 male with the fastest run will be automatically selected. For the second and third fastest K1 male competitors, they must be within 110% of the first placed finisher in order to gain selection.

4. 2.2.4 For a junior to be selected to compete internationally, he/she must be within 125% of the first South African senior K1. For the second and third junior to be considered, they must be within 115% of the first placed junior.

5. 2.2.5 The other selection considerations (C1 Male, C2 Male and K1 Female) will all be looked at as a percentage of the first SA K1 male's time. The percentages being: C1 Male: **110%** C2 Male: **120%** K1 Female: **125%**

6. 2.2.6 These percentages were calculated using the results from the last world

championship results. The tenth placed finishers times in the 3 above-mentioned categories were compared to the 1st K1 male in order to give a little leeway.

7. 2.2.7 The slalom committee acknowledges that the percentages above are an absolute minimum used to promote the discipline under the current circumstances. These percentages may not be used as a precedent for the future as it may be altered in the following years.

8. 2.2.8 There will be maximum team size of 3 paddlers per category.

3. TOUR REQUIREMENTS AND EXPECTATIONS 2006

3.1 DURATION

Each athlete must be prepared to depart for the competition venue at least seven (7) days before the commencement of the competition, to allow adequate time to acclimatise and train on the competition course.

3.2 KAYAKS AND EQUIPMENT

It is each individual athletes responsibility to provide a suitable kayak and equipment for the event, and to ensure that the kayak is transported to the competition venue prior to or coinciding with their arrival.

1. 3.3 COLOURS

The athletes that take part in the World Championships will be nominated for National colours. The Athletes that take part in World Cup Events will be awarded Federation colours.

2. 3.4 KIT AND CLOTHING

You will be expected to compete in regulation CSA competition kit, as well as wear regulation tracksuit and off-the-water kit, during the tour. If you are not in possession of any of this standardized kit, arrangements must be made through the appointed tour manager or convener to provide this kit. Each athlete is wholly responsible for the cost of this kit.

3.5 FINANCIAL EXPECTATIONS

Canoeing South Africa will, subject to available funding support, contribute 75% of the cost of the airfares as well as 75% of the cost of the accommodation for team members as well as a manager. Own contribution: Each athlete will be responsible for the cost of airfares (domestic transfers as well as international flights), airport taxes, bus or train fares, car hire, accommodation, meals, medical costs, telephone costs, event accreditation and any other costs that may arise from the tour other than those cost which may be covered by the CSA funding. This includes all costs associated with transporting kayaks to and from the event.

3.6 PASSPORT AND VISA REQUIREMENTS

It is entirely the responsibility of the individual athlete to ensure that they are in possession of a valid passport, and that the relevant visas are timeously acquired. This should not be left to the tour manager or Slalom Committee members to arrange.

3.7 **OTHER REQUIREMENTS** It is the responsibility of the individual athlete to ensure that, if relevant, all inoculations and vaccinations that are required for the country to be visited, as well as any transit countries, are up to date, and that the appropriate documentation is taken on the tour. Any person required or expected to drive a vehicle on the tour must ensure that they have a valid International Driver's licence.

THE SLALOM COMMITTEE AND SELECTORS 2006

CSA SLALOM COMMITTEE

Chairman

Alick Rennie 0832555287

Committee

Alick Rennie 0832555287
Guy Collyer 0845962035
Paul Watson 0828578332

Selectors

Alick Rennie 0832555287
Guy Collyer 0845962035
Tim Howes 0827828418
John Oliver 0825502859

If any one of the members of the committee nominates themselves for selection, they shall first have to resign from the committee.

SECTION B

CSA SELECTION CRITERIA AND PROCEDURES

General Selection Criteria and Procedures

CSA Board

Canoeing South Africa policy is set by the **CSA Board**, which is elected by the Provincial Unions. The

Board is made up of the President and a number of Directors.

The CSA Board is responsible for the governance of Canoeing South Africa.

Correspondence to the CSA should be addressed to: **The Secretary General, Canoeing South Africa,**

P.O.Box 13289, Cascades, 3202. sec-gen@canoesa.org.za Phone: 084 6992248, Fax: 0866 840299.

1. SELECTION PROCEDURES BYLAW

1. SELECTION PROCEDURES BYLAW

1. 1.1. The past Executive Committee of CSA adopted this Bylaw on 7 December 2003
2. 1.2. This Bylaw governs the selection of Athletes to Canoeing South Africa teams in each of the Disciplines and must be read in conjunction with the relevant Selection Criteria Supplement applicable to each Team.

3. 2. DEFINITIONS

“Athlete” means a person who has notified CSA in accordance with this Bylaw that s/he wishes to be

considered for selection in a squad and/or team under this Bylaw.

“Discipline” means the canoeing discipline of Slalom Racing.

“Secretary General” means the Secretary General of CSA.

“Selected” means the Athlete has been chosen by the Selection Panel to be a member of the relevant squad and or team as set out in this Bylaw.

“Selection Event” means an event designated as such for the purpose of assisting in the selection process for a Team.

“Selection Panel(s)” means the panels of persons determined under clause 4 and who on behalf of CSA select Athletes in the relevant teams in accordance with this Bylaw.

4. **3. CHANGES TO THIS BYLAW**

1. 3.1. The CSA Board may change this Bylaw or the selection criteria for any team from time to time, provided that it shall provide as much notice of such change as is possible to all affected provinces and Athletes.

2. 3.2. CSA will take reasonable steps to give notice to Athletes affected by any amendments and/or supplements to this Bylaw. It is the responsibility of the Athlete to nominate an address for communications in the application form completed under clause 5.1(d), and to keep CSA notified of any change to that address (including where the Athlete is away from home for any purpose such as competition or training).

3. 3.3. Apart from any other steps CSA may take, CSA will be deemed to have complied with this clause if CSA posts written notice to the address last notified to CSA by the Athlete.

4. **4. SELECTION PANELS**

1. 4.1. Subject to clauses 4.2, 4.3 and 4.4, there shall be a Selection Panel for each team to be selected. The Selection Panel shall be appointed by the CSA Board and comprise at least three persons which may (but need not) include the national coach of the relevant Discipline. The CSA Board shall appoint the members of each of the Selection Panels based on recommendations made by the CSA Standing Committee and the national coach (if any) responsible for the relevant Discipline. The CSA Board shall appoint one of the three members in each Selection Panel to be the Chair of that Panel.

2. 4.2. Additional member(s) may be appointed by the CSA Board to any of the Selection Panels if it considers it appropriate to do so to ensure adequate skills and experience.

3. 4.3. The relevant Discipline Committee of CSA may direct any member of a Selection Panel to vacate the relevant Panel for such period as considered appropriate where the Committee considers, in its sole discretion, the Panel member has an association with an Athlete which may give rise to a question of bias or conflict of interest in the selection process.

4. 4.4. Where any member of the Panel advises the Secretary General that s/he considers s/he is unable to meet his/her responsibilities under this Bylaw, or the Discipline Committee makes a direction under clause 4.3, the Discipline Committee will recommend to the CSA Board a replacement to assume that member's role on the Selection Panel.

5. **5. PROCESS FOR SELECTION**

5.1. To be eligible for selection under the Bylaw, all Athletes must first:

- .(a) Satisfy CSA that s/he meets or will meet the ICF's eligibility requirements (if any), and
- .(b) Satisfy CSA that s/he is a financial member of a Canoe Club affiliated as a member of CSA, and
- .(c) Not have any outstanding accounts with CSA that are in arrears, and
- .(d) Complete and sign the applicable application form, including the acknowledgement that s/he will abide by the CSA Team Members Bylaw, and
- .(e) Return all of the items above to CSA by no later than the applicable closing date as specified in this document. The Secretary General/Slalom Chairman may at his/her sole discretion accept the above after this time depending upon the circumstances as considered on a case-by-case basis.

5.2. If an Athlete is selected to a squad and/or team under this Bylaw, the Athlete

acknowledges and agrees that:

.(a) The CSA Team Member Bylaw immediately comes into full force and effect in respect of that athlete.

.(b) S/he may be subject to drug testing by the South African Institute for Drug Free Sport and/or ICF if so requested, and comply with both the CSA's and ICF's Anti-Doping Bylaw, and

.(c) S/he must maintain a designated level of fitness determined by CSA, and standard of competitiveness prior to the relevant event for which s/he has been selected.

1. 5.3. Failure to comply with any part of clauses 5.1 or 5.2 may result in the Athlete not being eligible for selection.

2. 5.4. The decisions of the Selection Panels shall be final. The Selection Panels will ensure that the CSA policy for assisting and counseling athletes seeking selection is complied with and must regularly advise Athletes seeking selection as to their individual performances and progress against selection criteria and counsel unsuccessful aspirants.

3. 5.5. The Selection Panels will determine selections by such date as is set out in the selection criteria for each team to be selected.

4. **6. SELECTION CRITERIA**

1. 6.1. The CSA Board will approve Selection Criteria for each team or squad to be selected in the discipline concerned.

2. 6.2. If a paddler has an injury and/or illness, which may impact on his or her performance in the trials, then the paddler should submit a supporting medical report or certificate to either the convener of selectors, the discipline chairman or the Secretary General of Canoeing South Africa **prior** to the trial. Should the injury or illness occur on the day of the trial then the convener of selectors, the discipline chairman or the Secretary General of Canoeing South Africa should be notified prior to the start of the trial and supporting documentation should be submitted on the first working day after the trial. In such instances the convener of the selectors reserves the right to refer the paddler to a CSA nominated medical officer in the paddler's province or the province hosting the trial.

3. 6.3. In all selections to which this Bylaw applies the criteria to be applied by the Selection Panel for the relevant Team is that set out in the relevant Selection Criteria Supplement as approved by the CSA Board.

4. **7. SELECTION WITHDRAWAL**

7.1. An Athlete who is selected under this Bylaw may be withdrawn from the squad/team if s/he:

.(a) Breaches or fails to comply with this Bylaw;

.(b) Breaches or fails to fulfill a requirement of the ICF Anti-Doping Policy;

.(c) Breaches or fails to comply with the CSA Team Member Bylaw

.(d) Breaches or fails to comply with the CSA Member Protection Bylaw (once in force);

.(e) Brings CSA or the sport of canoeing into disrepute.

.(f) Has an illness or injury which in the relevant Selection Panel's opinion prevents the Athlete from meeting the overall principles of selection as set out in the applicable selection criteria.

1. 7.2. Any selected Athlete may be withdrawn by CSA if any of the grounds in clause 7.1 occur. CSA shall notify the Athlete in writing of the alleged breach or grounds upon which it is proposed that s/he be withdrawn. The Athlete shall be given a reasonable opportunity (not being less than seven days) to provide reasons why s/he should not be withdrawn.

2. 7.3. A selected Athlete may withdraw his/her selection by giving notice in writing to the convener of selectors of the discipline concerned.

3. 7.4. If a selected Athlete is withdrawn from selection, the Selection Panel may consider another Athlete.

4. **8. NOTIFICATION**

1. 8.1. All Athletes seeking selection under this Bylaw shall be notified by the convener of selectors that they have or have not been selected for a squad and/or team (as the case may be) by email or mail to the address specified in the completed application form as soon as practicable

after the Selection Panel has made its decision. The convener of selectors may also advise the selected Athletes of their selection in person.

2. 8.2. Any public announcement of any selections will be made by the President of CSA, or his nominee.

3. 8.3. For the purposes of any appeal, relevant notice must be in writing. Written notice is deemed to have been received immediately when handed directly to the Athlete or 7 days from the time of posting.

4. **9. APPEALING DECISIONS**

The CSA Constitution and Rules and Regulations clearly specify that the decision of the selectors is final, and no correspondence on selections will be entered into by the individual athlete or their Unions (Rule 11.4). The only avenue for appeal open to an athlete is in the alleged case of a procedural irregularity. This appeal must be addressed in writing to the Chairman of the discipline concerned, within seven (7) days of the date of the alleged irregularity.

The chairman of the discipline concerned will deal with the appeal within seven (7) days of receipt of the appeal, and inform the athlete, as well as the Secretary-General, of the outcome of the appeal. If the athlete feels that his appeal is not fairly heard by the chairman of the discipline concerned, the athlete may take the appeal to CSA. The decision of the CSA Board on the issue will be final.

10. INTERPRETATION

1. 10.1. Unless the context otherwise requires, the terms used in this Bylaw shall have the same meaning as in CSA's Constitution.

2. 10.2. No particular part of the selection criteria set out in a Selection Criteria Supplement shall be weighed more or less significantly by reason only of the order in which that part appears in that supplement.

1. SELECTION CRITERIA

1. 1.1. The objective of these criteria is to select a team that will give the best possible international results for South Africa.

2. 1.2. The closing date for receiving application forms for selection to the Team, as set out in clause 5.1 of the CSA Selection Procedures Bylaw is the 4th February 2006.

3. 1.3. These criteria may be amended or supplemented by the CSA Board. CSA shall provide as much notice of such change as is possible to all affected provinces and athletes as determined by the CSA Board and in accordance with clauses 3.2 and 3.3 of the Selection Procedures Bylaw.

4. **2. DEFINITIONS**

In addition to those definitions contained in the Selection Procedures Bylaw the following definitions have application:

“**Selection Procedures Bylaw**” means the Bylaw adopted by the CSA Board that governs the selection

of Athletes to Canoeing South Africa Teams.

“**Team**” means the South African Slalom Team to compete in International events.

2. TEAM MEMBERS BYLAW

1. DESCRIPTION

1. 1.1. The past Executive Committee of CSA adopted this Bylaw on 7 December 2003. The Bylaw sets out the obligations of any member who is selected to become a member of any team or squad established by CSA.

2. 1.2. Canoeing South Africa is the body recognized by the International Canoe Federation

("ICF") as responsible for the accreditation and participation of representatives from South Africa in canoeing championships conducted overseas and in South Africa.

3. 1.3. This Bylaw applies to any person who has been selected to:

.(a) Become a member of a team or squad.

.(b) Participate in a CSA Training Camp (whether or not they are a member of any team or squad) unless otherwise determined by CSA in writing.

2. DEFINITIONS

In this Agreement, the following terms have the meanings indicated, unless the context requires otherwise:

"Athlete" means a person who has been chosen by the Selection Panel to be a member of the Relevant squad and/or team for the relevant event or events in their Discipline as set out in the CSA

Selection Procedures Bylaw.

"Athlete Sponsors" means those sponsors notified by the Athlete to the Secretary General in writing

from time to time.

"Championships" means any race, match or competition where the Athlete competes as a member of the Team.

"Disciplinary Tribunal" means the disciplinary tribunal convened under the CSA Disciplinary Measures

Bylaws.

"National Sponsors" means those CSA sponsors advised to the Athlete in writing.

"Team" means the team and/or squad to which the Athlete has been selected.

"Team Management" includes the Secretary General, Team Manager, National Coach, and any coach or other official appointed by Canoeing South Africa from time to time for the purpose of a particular tour.

3. TERM

This Bylaw applies to an Athlete from the time of the Athlete's selection in the Team and continues for a period of 12 months, unless membership of the Team is terminated earlier under clause 8 (**"Breach and Termination"**).

4. WHAT CANOEING SOUTH AFRICA PROVIDES

Canoeing South Africa *may*, in its absolute discretion, provide the Athlete as a member of the Team with the following benefits:

1. 4.1. Coaching support from the National Coach and other coaches, assistant coaches and experts considered necessary.

2. 4.2. Medical, massage and physiotherapy treatment and facilities.

3. 4.3. Administrative support to enable the Athlete to participate in events at Championships and or World Cup Events.

4. 4.4. Sports science and sports medicine advice and support.

(5. ATHLETE'S

OBLIGATIONS

The Athlete will:

1. 5.1. Remain a member of an affiliated club as defined in the Canoeing South Africa Constitution.

2. 5.2. Obey all reasonable directions given by Team Management and any person appointed to implement those directions including to attend and participate in, to the best of the Athlete's ability, all competitions, training sessions, camps, and Team meetings and shall comply with and observe the Constitution, Bylaws and regulations and any determination, resolution or policy which may be made or passed by the CSA Board, Council or any duly authorized committee of CSA.

3. 5.3. Not enter into any contract, arrangement, or understanding that would prevent the Athlete from complying with this Bylaw.
4. 5.4. Wear only official Team uniform, clothing, competition and training apparel as approved by CSA when traveling to and from and competing in Championships including during training and on other specified

occasions, regardless of any conflict between Canoeing South Africa's sponsors and the Athlete's preexisting sponsor/s, unless prior permission has been obtained from Team Management.

1. 5.5. On Canoeing South Africa's request, submit to a complete physical examination (at Canoeing South Africa's expense) before the start of any Championships.
2. 5.6. Acknowledge that failure to achieve a level of physical fitness necessary to compete in any Championships will result in suspension of the benefits that would otherwise have been provided by Canoeing South Africa to the Athlete under clause 4 until the Athlete submits to another complete physical examination and is passed fit to compete as a member of the Team.
3. 5.7. Comply with the CSA Member Protection Bylaw, including the Athletes Codes of Ethics set out in the Member Protection Bylaw.
4. 5.8. Unless otherwise authorized in writing, travel from Team activities and Championships on the dates and in the manner directed by Team Management.
5. 5.9. Irrevocably submit himself or herself to the authority of Canoeing South Africa's Disciplinary Tribunal, and abide by any decision of the Disciplinary Tribunal properly reached in accordance with the provisions of CSA Disciplinary Measures Bylaw and/or Member Protection Bylaw.

1. 5.10. If and when requested to do so by Team Management, contribute by way of money and/or equipment to his or her own preparation for and participation in Championships. Such monies must be paid prior to departure for any Championships.
2. 5.11. Observe and comply with Canoeing South Africa's Anti-doping Bylaw, the ICF Anti-Doping Policy's (however named) including submitting to the penalties ordered by either or all.
3. 5.12. The athlete undertakes to provide her/himself with all canoeing equipment considered necessary from time to time.
4. 5.13. The Athlete undertakes to provide her/himself with official clothing and apparel considered necessary from time to time.
5. 5.14. The athlete undertakes to cover all personal expenses and costs incurred in any of the Selection Events, Tours and training camps, including transport, travel, accommodation, subsistence and insurance expenses.

6. PROMOTION AND PUBLICITY

6.1. Media

(a) The Athlete must at all reasonable time when requested to do so by Team Management, give interviews to television, radio, newspaper, electronic media or magazine journalists.

(b) During such interviews the Athlete may discuss his or her own athletic performance but must not under any circumstances make negative comment regarding the performance of any other Team member or make any comment in relation to the policies, management or discipline of the Team or of Canoeing South Africa.

(c) The Athlete must not write or cause to be written (whether or not under his or her own name) or permit to be published articles to the press or engage in any radio or television broadcast or give any interviews

to the press in the course of which the Athlete is, in the opinion of Team Management, abusive or defamatory of Canoeing South Africa, opponents, Championship hosts, fellow Team members, or brings Canoeing South Africa or the sport of canoeing into disrepute.

1. 6.2. Use of Personality

The Athlete grants Canoeing South Africa the non-exclusive rights to use, and to authorize any other person to use, the Athlete's name, image, likeness, reputation and other indicia of identity ("Personality") for commercial and promotional purpose, including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing.

2. 6.3. Promotional Activities.

The Athlete will make himself or herself available on reasonable notice to participate in all sponsorships, endorsements, personal appearances, advertising and other marketing activities ("Promotional Activities") arranged to promote National Sponsors or Canoeing South Africa (except where they conflict with any preexisting contract entered into by the Athlete the existence of which is notified to Canoeing South Africa upon selection to the Team). Canoeing South Africa may require the Athlete to wear the Team uniform or any other relevant items of clothing during Promotional CSA activities. The Athlete will participate in Promotional Activities at no cost or charge to Canoeing South Africa other than reasonable expenses incurred by the Athlete in participating.

3. 6.4. No conflicting sponsors

If the Athlete obtains the prior written approval of the Secretary General, Canoeing South Africa will not prevent the Athlete from appearing and participating in any Promotional Activities for the Athlete's Sponsors, providing:

.(a) The products or business of the Athlete's Sponsors do not conflict with or prejudice the products or business of National Sponsors;

.(b) The products or business of the Athlete's Sponsors do not suggest an association with South African Canoeing and do not bring Canoeing South Africa or the sport of canoeing into disrepute; and (c) the Promotional Activities do not conflict with any required Team commitment (including, but not limited to, training, Team meetings, Team, selection events, social functions and Championships). Subject to this clause, the Secretary General will not unreasonably withhold his or her approval.

1. 6.5. Intellectual Property of Canoeing South Africa

The Athlete must not use any intellectual property of Canoeing South Africa including, but not limited to, any registered or unregistered trade mark, logo, design or any item of Canoeing South Africa uniform or

apparel or any component of any of them, without the prior written consent of the Secretary General.

2. 6.6. Assignment of copyright

To the extent the Athlete has any, the Athlete assigns to Canoeing South Africa all copyright and other rights arising out of the use of the Athlete's Personality or any Promotional Activities undertaken by the Athlete on behalf of the National Sponsors or Canoeing South Africa. Canoeing South Africa may use any films or photographs of the Athlete made by or for Canoeing South Africa for any purpose Canoeing South Africa wants including, but not limited to, event entertainment packages, promotional materials, coaching and development materials and for publication in any Canoeing South Africa magazine or on the Canoeing South Africa Internet Site.

3. **7. INJURIES OR ILLNESS**

1. 7.1. The Athlete must immediately disclose to Team Management any illness and/or injury that may prejudice his or her participation in Championships and other Team activities.

2. 7.2. The Athlete authorizes any medical practitioner, sports scientist or therapist whom they have consulted during the 12 months prior to selection in the Team to provide details to Team Management of any illness and/or injury which the Athlete sustained or may sustain or of any pre-existing medical condition.

3. 7.3. The information referred to in clauses 7.1 and 7.2 is to be required solely for the purposes of determining the Athlete's physical fitness. A determination will be made after consultation with a medical practitioner appointed by Canoeing South Africa from time to time and who is entitled to declare the Athlete fit or unfit for competition or training and during what period and any medical limitations or requirements upon the Athlete's training or competition program.

4. 7.4. Any detection of any prohibited drug stimulant or practice as specified by the International Olympic Committee Medical Commission in its List of Doping Classes and Methods from time to time must be fully Disclosed by the medical practitioner to the Secretary General.

5. 7.5. Canoeing South Africa may retain any medical information obtained in respect of the Athlete and the results of any test or examinations carried out on the Athlete, provided such information does not identify the Athlete, once the Athlete is no longer a member of the Team or has retired from competitive Canoeing, for use in research and publication in medical or scientific papers provided that the Athlete is not named or identified.

6. **8. BREACH AND TERMINATION**

8.1. In the event of any breach of this Bylaw, the Athlete will be liable to any of the following sanctions at the discretion of Team Management:

- .(a) Caution or reprimand;
- .(b) Suspension or termination of membership of the Team (including sending the Athlete back to his or her usual residence at the Athlete's expense);
- .(c) Withhold and/or forfeit from the Athlete any sum of money (including reimbursement of expenses) which would otherwise be payable under this bylaw;
- .(d) Restrict or withhold any benefit the Athlete is entitled to under this bylaw; or
- .(e) A request to appear, as soon as is practicable, along with an advocate or representative at the Athlete's expense before Canoeing South Africa's Disciplinary Tribunal. During any period of suspension the obligations of the Athlete remain in full force and effect.

8.2. Canoeing South Africa may dismiss the Athlete from the Team and terminate this Agreement if the Athlete:

- .(a) Is in breach of any provision of this Bylaw and/or any other Canoeing South Africa Bylaw;
- .(b) Brings Canoeing South Africa or the sport of canoeing into disrepute;

.(c) Has an illness or injury, which in the relevant Selection Panel's opinion prevents the Athlete from meeting the overall principles of selection as set out in the applicable selection criteria supplement. CSA shall notify the Athlete in writing of the alleged breach or grounds upon which it is proposed that s/he be withdrawn. The Athlete shall be given a reasonable opportunity (not being less than seven days) to provide reasons why s/he should not be withdrawn.

1. 8.3. The Athlete may retire or withdraw from the Team and in doing so will automatically terminate this Agreement, by giving no less than fourteen days written notice to the Secretary General.

2. **9. EXCLUSION OF LIABILITY**

9.1. Canoeing South Africa (including its Directors, managers, employees, agents and independent contractors) will not be responsible or liable for any claim by any person whether in contract, tort, and negligence or under any statute to the extent permitted Bylaw for:

.(a) Any injury, illness or other mishap howsoever caused which may be suffered by the Athlete; or

.(b) Loss or damage to any property of the Athlete, in either case arising directly or indirectly out of this Agreement, including but not limited to, any traveling, disciplinary action, selection decision, competition, training or function of whatsoever nature.

9.2. The Athlete indemnifies and releases and at all times indemnifies and releases Canoeing South Africa (including its Directors, managers, employees, agents and independent contractors) from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by the Athlete or taken or made against Canoeing South Africa in connection with, or arising out of any loss, damage or injury except to the extent that it is due to the gross negligence on the part of Canoeing South Africa.

10. DISPUTES

1. 10.1. Pursuant to Canoeing South Africa's Appeals Bylaw, each party will first attempt to resolve any dispute arising from this Bylaw by consultation and mediation. Only if consultation and mediation is unsuccessful will the internal appeals procedure of Canoeing South Africa be enacted.

2. **11. REASONABLE RESTRICTIONS**

This Bylaw may restrict the Athlete's freedom to exploit his or her Personality. The Athlete agrees that such restraints are necessary and reasonable to protect the source of revenue from the Promotional Activities of Canoeing South Africa and National Sponsors, which are necessary to enable Canoeing South Africa to fund and assist the Team as a whole, the activities of the Team at Championships and to promote and develop Canoeing throughout South Africa.

12. PROPER LAW

This Agreement is governed by the laws of the Republic of South Africa.

13. GUARDIAN

If the Athlete is under 18 years old the Guardian must agree with the terms of this Bylaw and will ensure as far as he or she is able as the Athlete's Guardian that the Athlete carries out his or her obligations under this Agreement.

14. ACKNOWLEDGEMENT

The Athlete agrees to abide by the terms and conditions of this Bylaw and acknowledges such agreement

by signing the applicable application form as required to be eligible for selection to a Team or Squad.

Failure to sign the acknowledgement constitutes a withdrawal from the Team.

Adopted by the CSA Board on the 7th of December 2003.

SECTION C

NominationFormAgreement

I, HEREBY ACKNOWLEDGE that:

1. 1. I have read and understood the Team Members Bylaw and acknowledge the terms and obligations contained in the Bylaw, which are imposed upon me as a result of my selection to a Team and subsequent signing of this acknowledgement.
2. 2. I have been provided with a copy of the Canoeing South Africa Selection Procedures and the South African Team Selection Criteria Supplement for the South African Team to compete in the events. I agree to abide by the terms and conditions of these Selection Policies.
3. 3. There will be some personal expense involved in attending the Selection Events, camps, events and tours as outlined in the Selection documents and I accept full responsibility for my expenses. I understand that I will not be eligible to travel with the team nor compete in events if I have any of these monies outstanding on the date of departure of the team.
4. 4. I understand that the information that I have provided herein will be included in the Canoeing South Africa database and may be disclosed on occasions to the South African Sports Commission or the International Canoe Federation, I also understand that information of a biographical nature including my name, date of birth, results, career highlights and interests may be released to the media in response to general requests.
5. 5. I am subject to drug testing by the South African Sports Drug Agency and/or ICF, and will comply with both Canoeing South Africa's and the International Canoe Federations Anti-Doping Bylaw; and
6. 6. I will maintain a designated level of fitness as determined by Canoeing South Africa, and a standard of competitiveness prior to the relevant event for which I have been selected.

Full Name:.....

Paddler Registration No:..... **Club:**..... **Province:**.....

Identity No:.....

Postal Address:.....**Tel:**

(H).....

Tel:

(W).....

Fax:

.....
.....

Postal Code: **Tel: (C)**.....

Email address:

Physical

Address:.....

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.....
.....
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.....

Sign:..... **Date:**.....

Full Names and Signature of

Parent/Guardian:.....

.....

(To be completed in the event that the athlete is 18 years or younger on the date as completed above)