

TEAM OFFICIAL / NF REPRESENTATIVE DECLARATION FORM

Country:

Country Code:

First name:

Family name:

Select Gender: (please tick) Male

Female

ID/ Passport number:

Date of birth:

Sport / Discipline:

Swimming

Diving

Artistic Swimming

Open Water Swimming

High Diving

Water Polo

I understand and accept that my participation in the

called hereinafter “the Event” is subject to my acceptance of the following terms and conditions:

1. FINA Rules, Regulations and Procedures: I agree to be bound by and comply with all FINA Rules¹, regulations and procedures, as well as their amendments, applicable in connection with the Event, including the FINA Code of Ethics and the FINA Code of Conduct. I therefore agree to be submitted to such rules, regulations, and procedures and to the jurisdiction of the bodies, which are in charge of applying them or in respect of any issue arising in connection with my participation in the Event.

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

¹ FINA Rules are available on the FINA website : www.fina.org

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

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

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

4. Release of liability: To the fullest extent permitted by all applicable laws, I, for myself and on behalf of my trustees, heirs, assigns, personal representatives and next of kin, hereby release and hold harmless FINA, the Host Member Federation, the Event Organising Committee and their respective members, directors, officers, employees, volunteers, partners, contractors and agents as well as any other entities and persons involved with or participating in the Event (e.g. other participants, owners and lessors of premises used to conduct the Event) from any liability, whether arising from my negligence or otherwise, for any loss, injury, illness, disability, death, damage and costs incurred or suffered to person or property in relation to my participation in the Event or related training.

5. Personal Data: In respect of information about myself ("Personal Data"), I hereby understand and agree to the following:

- a) Personal Data collected: I agree that FINA and the Event organizing Committee may notably collect the following categories of Personal Data:
- identity data (first name, last name, contact details, gender, ID passport number, date of birth, photo, etc.);
 - likeness, appearance, image, voice, or actions;
 - any data necessary in order to facilitate my participation in and/or to organize the Event (including sensitive data related to unspent convictions, etc.);
 - any data related to approved research projects (for instance, athlete biographies, questionnaires, filming, measures, medical encounters etc.);
 - any other data used in other way for which I provide my free express consent to FINA.

- b) Process and use of Personal Data: I agree to my Personal Data being processed, collected and used, based on my freely given consent and/or on FINA's legitimate interest to:
- receive and record my registration to participate to the Event;
 - communicate with me in general;
 - perform security and other background checks by FINA in order for me to gain the necessary accreditation for the Event;
 - to consolidate and amend the FINA General Management System (GMS) database;
 - to publish on the FINA or the Event organizing Committee website any of my Personal Data connected to my participation to the Event;
 - to improve the FINA platforms, notably the FINA GMS database.
- c) Personal Data sharing: I agree that FINA and the Event Organising Committee may communicate my Personal Data to third parties (including notably law enforcement and border services agencies), for the purposes of, and to the extent that is legitimate and proportionate, the administration and governance of Aquatics sport, any investigations and/or procedures relating to potential violations of the law or of FINA Regulations (including notably the World Anti-Doping Code and the WADA International Standards – for example, breaches of anti-doping and/or betting rules –), or in relation to facilitating my participation in, and/or organising, the Event;
- d) Transfer of Personal Data: I am fully aware and conscious that my Personal Data is stored on the FINA virtual server, located in Switzerland. My Personal Data is mainly processed in Switzerland by FINA Office, but may also be processed elsewhere depending on the location of FINA employees, and other entities (notably the Event Organising Committee) who are permitted to access such information under the terms of this declaration form and according to the FINA Rules. In general, I am fully aware and conscious that Personal Data is collected on a global basis, namely potentially from any country in which an athlete is established.
- e) Personal Data security: I am fully aware and conscious that FINA has implemented adequate technical and organizational measures in order to protect my Personal Data. However, I am fully aware and conscious of the impossibility for FINA to guarantee the absolute security of my Personal Data insofar as the electronic transmission and archiving of Personal Data implies certain risks and as unauthorized third parties might maliciously access my Personal Data.
- f) Duration of retention of my Personal Data: I agree that FINA retains my Personal Data as long as necessary in order to achieve the objective for which Personal Data was collected in the context notably of my participation to the

Event. FINA will endeavor that my Personal Data is deleted if there are no legal or FINA regulatory reasons obliging FINA to keep my Personal Data.

- g) My rights: I am fully aware and conscious that I have notably, according to data protection laws, the right to information, the right of access, the right of rectification, the right of deletion, the right to object to the processing, the right to revoke a given consent, or the right to complain (dataprivacy@fina.org). I am fully aware and conscious that, taking into account the specific nature of the sport and the need for the FINA to process certain of my Personal Data, FINA shall, upon request, weigh the interests between the FINA's legitimate reasons and my interests and rights. Finally, I am fully aware and conscious that FINA reserves its right to decline excessive or disproportionate requests in respect of the resources required notably.

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

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

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

I have read the terms and conditions set forth above, which I fully understand and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement, and I agree to be legally bound by them:

Date:

Team Official/ NF Representative's
Name (print):

Team Official/ NF Representative's
Signature

Submitted by President or General Secretary of National Federation:

We certify that the above declared Team Official is a member in good standing of our federation.

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

Name:

Position:

Date:

Signature:

Federation Seal: _____

PARTICIPANT'S DECLARATION FORM

PERTAINING TO THE SARS-CoV-2 VIRUS AND THE COVID-19 DISEASE

Country:

Country Code:

First name:

Family name:

Select Gender: (please tick) Male

Female

Role/Function in the Event (Athlete/Trainer/Official/if other, please specify):

ID/ Passport number:

Date of birth:

Sport / Discipline:

Swimming

Diving

Artistic Swimming

Open Water Swimming

High Diving

Water Polo

I understand and accept that my participation in the

called hereinafter the "Event" is subject to my agreement to and acceptance of the following terms and conditions:

1. Compliance with FINA Rules and Regulations, Procedures, Protocols or Guidelines linked to the COVID-19 pandemic: I agree that I am bound by and that I shall at all times comply with all FINA Rules¹, and all regulations, procedures, protocols or Guidelines linked to the COVID-19 pandemic applicable to the Event.

In particular, I declare in particular that:

- I have read the safety protocols, the information of hygiene prevention and the safety measures of COVID-19 established by the organizer of the Event or rules prescribed by the national law in which the Event is held and I agree to comply with them in all manners;

¹ FINA Rules are available on the FINA website : www.fina.org

- I am responsible for my behavior during the entire Event including the preparation period and the travel to the Event;
- I am aware of and accept that FINA and/or the organizer of the Event has registered all the Participants in order to be able to have traceability in case of a positive test result or positive symptoms among any of the Participants, including team(s), who/which have had close contact close during the Event;
- I am aware of and accept that non-compliance with any FINA Rules or regulations, procedures, protocols or Guidelines linked to the COVID-19 pandemic applicable to the Event, especially the violation of the spontaneous notification (see under 2.) may lead to emergency measures imposed by the Management Committee of the Event (from a reprimand to the exclusion of the team of the participant from the Event, but also the temporary exclusion of the participant from the Event for a definite period of time or until he/she has returned a negative PCR test or Antigen test; and/or the exclusion of the Participant from the Event) and to disciplinary proceedings and sanctions pursuant to FINA Rules.

2. Declaration of fitness and spontaneous notification: I declare that I am fully aware and conscious that participation in Aquatics competitions requires a perfect health condition and a high level of physical fitness.

I acknowledge that I am personally and solely responsible to ensure that my health is not affected and that I do have the required level of training and fitness to participate in the Event. By participating in the Event, I confirm that I consider to be in a perfect health condition and in particular that:

- I do not present symptoms of the SARS-CoV-2 (fever greater than or equal to 38.0 degrees Celsius, cough, general malaise, feeling of shortness of breath, loss of taste, headache, fatigue, neck pain, muscle pain, vomiting, diarrhea) or any other typical symptoms of the infections;
- I have not been tested positive or had close contact with any person(s) with possible or confirmed symptoms of COVID-19 in the last 14 days prior to the date of signing this Declaration Form;
- I have not received any information, including without limitation, advice by a physician or another person, that my health might be negatively affected or my level of fitness not be sufficient to participate in the Event.

If, however, I observe any symptoms that are compatible with COVID-19 or about the fact of having tested positive or the existence of any presumed or confirmed case of COVID-19 in the family or close environment, I declare and promise to inform the Organizer and the respective FINA official(s) or the delegation's COVID-19 Medical Coordinator (CMC) about the said facts and to keep the CMC promptly informed about their evolution.

This information will be treated confidentially and for the sole purpose of being able to adopt the necessary measures to prevent the contagion and spread of the virus.

3. Acknowledgement of risks: I have full knowledge and awareness that my participation in the Event implies a risk of contracting COVID-19 infection and which I am aware of and accept. I have full knowledge and awareness and accept that when I participate in the Event, my physical integrity and, in extreme cases, even my life may be endangered. I acknowledge that it is my sole personal responsibility to assess whether any competition or training course, respectively the conditions thereof at the relevant time are too challenging for me.

While particular FINA Rules, regulations, procedures and protocols, as well as any other stated or customary rules, regulations, procedures and protocols, may reduce this risk, the risk of serious illness and death does exist, I know and accept all such risks, both known and unknown, even if arising from my negligence or the negligence of others, and assume full responsibility for my participation in the Event.

4. Release of liability: To the fullest extent permitted by all applicable laws, I, for myself and on behalf of my trustees, heirs, assigns, personal representatives and next of kin, hereby release and hold harmless FINA, the Host Member Federation, and the organizer of the Event, and their respective members, directors, officers, employees, volunteers, partners, contractors and agents as well as any other entities and persons involved with or participating in the Event (e.g. other participants, owners and lessors of premises used to conduct the Event) from any liability, whether arising from my negligence or otherwise, for any loss, injury, illness, disability, death, damage and costs incurred or suffered to person or property in relation to my participation in the Event or related training linked to a COVID-19 infection or, more globally, the COVID-19 pandemic.

In particular, I have full knowledge and awareness that the FINA's Travel & Accident insurance policy is excluding pandemic and that notably, but not limited to, the following costs related to the COVID-19 will not in any event be covered by FINA:

- Costs of diagnosis;
- Quarantines known prior to travel to the Event, which are prescribed by the government in which the Event is held;
- Outpatient treatment of a COVID-19 infection outside a hospital;
- Hospitalization and treatment of a “mild” case of a COVID-19 infection;
- Hospitalization and treatment of a “severe” case of a COVID-19 infection, following the pre-diagnosed emergency assistance;
- Unexpected extension costs (for instance, hotel room costs, flight costs) due to containment of an asymptomatic or “mild” case of a COVID-19 infection;



- Costs of "repatriation" of a Participant who has contracted COVID-19, with or without SARS-CoV-2;

To be in compliance with the above is an individual responsibility of each of the Participants and of the Federation or the entity that organizes the Event, without there being any responsibility on the part of FINA in case of COVID-19 infection(s) that occurs in relation with the Event.

5. Personal data: I agree that FINA and the organizer of the Event may notably collect the following categories of Personal Data: identity data (first name, last name, contact details, gender, ID passport number, date of birth, photo, etc.); likeness, appearance, image, voice, or actions; any data necessary in order to facilitate my participation in and/or to organize the Event (including sensitive medical data, etc.); or any other data used in other way for which I provide my free express consent to FINA.

I agree to my Personal Data being processed, collected and used, based on my freely given consent and/or on FINA's legitimate interest to protect the health of other Participants and third parties (notably spectators, media staff, etc.).

I have read the terms and conditions set forth above, which I fully understand and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement, and I agree to be legally bound by them:

Date: _____ **Participant Name:** _____ **Participant's Signature:** _____

For Participant of minority age (according to national laws):
This is to certify that, as parent/legal guardian of the athlete ("Athlete") named in this Participant's Declaration Form pertaining to the SARS-COV-2 virus and the COVID-19 disease, I have read and explained the provisions in this Participant's Declaration Form to the Participant including the risks of presence and participation and his/her personal responsibilities for adhering to all the FINA Rules. Furthermore, the Participant understands these risks and responsibilities. I, for myself, my spouse, and the Participant, do consent and agree to his/her participation in the Event and his/her agreement to be bound by each of the terms and conditions identified above. I hereby irrevocably authorize the Team Official of the Athlete's National Federation to provide the necessary consent where and when required for the Participant's participation in any program or matter in connection with the Event.

**Name of Parent/
Legal Guardian:** _____ **Relationship
(father/mother/legal guardian):** _____

Date: _____ **Signature:** _____