

## Guernsey Union d'Esgrime

### Application to fence in the 2024 Junior / Cadet Commonwealth Games

#### Terms & Conditions

Parents/guardians are ultimately responsible for the conduct and actions of their U18 child(ren) and related legal and financial consequences while participating in the 2024 Commonwealth Games. The following agreement is between the athlete's parent/guardian, for under 18 year olds, and Guernsey Union d'Esgrime. For athletes 18 years old or over, the agreement is between the athlete and Guernsey Union d'Esgrime.

I, \_\_\_\_\_ (insert name here)

I agree that in relation to \_\_\_\_\_ (insert child's name here), I will abide by the following Terms and Conditions: These Terms and Conditions will apply to all Guernsey representation.

If you wish for correspondence regarding this event to be administered by your chosen representative, please provide details here:

Name of representative: \_\_\_\_\_

Telephone number and email address of representative: \_\_\_\_\_

Relationship of representative to athlete: \_\_\_\_\_

**If the above representative details are completed, we will consider that the representative can make decisions regarding the athlete, which, if costs are involved, the parents are responsible for.**

#### Payments

I am responsible for all payments due and any damages incurred by myself and my child.

Unless I have been explicitly informed in writing by an employee of Guernsey Union d'Esgrime, I am liable for the costs incurred on behalf of my child attending the event, including and not limited to,

- a. Entry fees & fines
- b. Transport
- c. Hotel and
- d. Share of Officials expenses

I understand that the Officials' expenses will be incurred and shared between participants.

If my child is unable to attend the event (after the point that they have accepted selection) I accept that I am liable for any fines or costs arising as a result of cancellation. This applies irrespective of the reason for non-attendance. (e.g. illness, travel delays, disciplinary action).

I understand that at any time, if a Team Manager or Guernsey Union d'Esgrime Official on the trip deems it necessary, following a serious breach of the Guernsey Union d'Esgrime Codes of Conduct, they will make arrangements for my child to be sent home. I will be 100% liable for all costs incurred by or on behalf of Guernsey Union d'Esgrime in relation to these alternative arrangements.

I confirm that my child has a valid travel insurance policy with confirmed cover for travelling as part of a Guernsey Union d'Esgrime team and representing Guernsey at sporting events.

I understand that in the event of flight cancellation or travel disruption, Guernsey Union d'Esgrime will make alternative arrangements for the safe return of my child. I will be 100% liable for all costs incurred by or on behalf of Guernsey Union d'Esgrime in relation to these alternative arrangements.

Where possible and reasonable, Guernsey Union d'Esgrime will notify parents of prospective costs prior to incurring such expenses.

### **Code of Conduct**

I (the parent or guardian) have read the Guernsey Union d'Esgrime Young Athlete's Code of Conduct and have ensured my child has read and understood the document.

I warrant that to the best of my knowledge my child is capable of upholding and adhering to the Code of Conduct.

I warrant that my child will accept the authority of Guernsey Union d'Esgrime Officials and agree to comply at all times from entry point to departure point and understand that any breach of this code will have consequences, including but not limited to sanctions.

### **Medical and Anti-Doping**

I accept that fencing activities carry the risk of injury.

I confirm that my child will only participate if they are in good health and can be considered fit to participate.

I authorise a Guernsey Union d'Esgrime Official to act in Loco Parentis, in the event that an official is present, for the purposes of medical treatment, drug testing and other situations where a responsible adult is required to act in my place.

I give permission for the Guernsey Union d'Esgrime Officials to give authority on my behalf for any medical treatment recommended by competent medical authorities, where, in the doctor's opinion, it would be contrary to my child's interest for any delay to be incurred by seeking my personal consent, and where the young person is incapable of giving informed consent themselves.

I have read and understand the current Guernsey Union d'Esgrime Anti-Doping Policy, as published on the Guernsey Union d'Esgrime website, and confirm that I agree and my child agrees to abide by this and by the event drug testing regulations. This includes consent for my child to undergo doping control tests if required.

I warrant that to the best of my knowledge my child is not taking or has taken any form of medication or substance which may result in a positive drug test, other than those explicitly identified in writing to Guernsey Union d'Esgrime's Team Manager.

I authorise Guernsey Union d'Esgrime Officials to administer official Guernsey Union d'Esgrime breathalyser tests and understand that any positive tests, or refusal to take such a test, may result in automatic sanctions.

### **Fencing in General**

I understand that fencing is a competitive, physical, combat sport involving the use of swords, and warrant that my child is mentally and physically fit to participate.

I warrant that my child is capable of dealing with a competitive atmosphere which may include but not be limited to loud noise, vocal support and/or shouting from onlookers.

I understand that selection to be part of a team competition confers no rights on any individual to actually fence in the team at the competition.

### **General**

I agree that Guernsey Union d'Esgrime only assumes duty of care from the time that the athlete reports at the agreed entry point to the agreed departure point, which will be confirmed in writing. (\* For the avoidance of doubt, the departure point is the time and place specified by the Team Manager, confirmed in writing by the parent/guardian, where the athlete is (1) handed over to the parent/guardian, (2) handed over to another adult designated by the parent/guardian or (3) authorised by the parent/guardian to travel home independently).

I agree that it is my responsibility to check that my child's relevant fencing licences, passport and required visas are up to date, and that all information on my child's profile on British Fencing membership profile is correct.

I will be liable for any costs arising out of a failure to keep this information up to date.

I agree that it is my responsibility to check emails and the Guernsey Union d'Esgrime website regularly.

I understand that Guernsey Union d'Esgrime is not required to chase unanswered emails and Guernsey Union d'Esgrime take no responsibility for any de-selections, or other consequences of a failure to respond to emails.

I will treat all the volunteers, staff and officials with respect.

I will communicate reasonably and in a timely fashion. In particular, I understand that the majority of people (team managers, weapon coordinators) involved in running trips have other 'day jobs' and are paid nothing to provide services to fencers and parents on behalf of Guernsey Union d'Esgrime.

I understand that selection of my child to represent Guernsey at fencing is not a right or an entitlement.

I understand that selection of my child to represent Guernsey at fencing confers no rights or entitlement on me, particularly to expect additional services from Guernsey Union d'Esgrime with regards to me or my family accompanying or supporting said child. Should I choose to use any such services I will be liable for any payments due.

I consent to the taking of photographs and video footage of my child during the season for promotional and training purposes and for this to be used in any promotional material. My child(ren) may request refraining from videoing or photographing them if they are being made to feel uncomfortable.

I understand that Guernsey Union d'Escrime have no control over the taking of photographs and video footage and subsequent distribution by people at events outside the jurisdiction of Guernsey.

I agree that should any of the circumstances change, such that I am no longer able to abide by this agreement, I will inform Guernsey Union d'Escrime in writing (email correspondence will be accepted).

I understand that this does not absolve me from any financial liability.

**To be completed by the parent/guardian:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_

**To be completed by the child:**

Delete as applicable:

A: Should I turn 18 during the season, I understand that all responsibilities to uphold this agreement fall to me, along with any future financial liabilities. Financial liabilities incurred prior to this will remain with the parent/guardian as identified above.

OR

B: Should I turn 18 during the season, all financial liabilities as a result of this agreement will remain with my parents until such time as I or my parent/guardian as identified above inform Guernsey Union d'Esgrime to the contrary. Financial liabilities incurred prior to this will remain with the parent/guardian as identified above. I understand that all other responsibilities as laid out in this document now fall to me.

AND/OR

C: Should I turn 18 during the season I permit any individuals listed below to continue to communicate with Guernsey Union d'Esgrime on my behalf. This includes communication on any disciplinary matters and matters that might otherwise be assumed as personal and confidential.

Please note that for athletes aged 18 or over, whilst Guernsey Union d'Esgrime will make every effort to copy in the requested people to communications we cannot guarantee this. The responsibility for forwarding these communications lies with the athlete.

List of individuals other than the parent or guardian identified above that I wish to be able to communicate with GUERNSEY UNION D'ESCRIME on my behalf on all issues including confidential and disciplinary matters.

Name Relationship to Athlete \_\_\_\_\_ Email address: \_\_\_\_\_

My parent/guardian as named above has explained the content of this agreement to me.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

British Fencing number: \_\_\_\_\_ Date: \_\_\_\_\_