

BIRMINGHAM 2022 COMMONWEALTH GAMES

To be completed by individuals in Ac, Ac**, Aa, Ab, Ao, Am and P accreditation categories

Note: - Please fill in BLOCK LETTERS

This form must reach Birmingham 2022 Accreditation by no later than the Entry by Name Deadline.

* Fields are mandatory

Commonwealth Games Association (CGA)

CGA Code

Family Name / Surname*

Male

Female

Given Name (s)*

Date of Birth

D D M M Y Y Y Y

Preferred Family Name / Surname

Athlete (Aa)

Competition partner (Ab)

CGA Official (Ac, Ac**, Ao,

Am) Other (P)

Preferred Given Name

Sport/Discipline

Birmingham 2022 to complete
Accreditation Number

1. General

I understand that as an athlete /coach/trainer/official in the XXII Commonwealth Games to be held in Birmingham in 2022 (**'the Games'**) I am participating in an event which has ongoing international and historical significance. In consideration of the acceptance of my participation in the Games, I agree that completion of this form and my continuing agreement to abide by the conditions set out in this form in all respects is a pre-condition of entry and eligibility to enable me to participate in the Games.

I understand that if I am a minor or incapable under the laws applicable in my country of residence and/or in the UK at either the time of signing this form and/or at any time during the period of the Games, my participation is also subject to my parent or legal guardian(s) authorising my participation and confirming their agreement with the conditions sent out in this form through their signature of the Parent/Legal Guardian Acknowledgment of Consent for Minors.

2. Use of Image and Marketing

I agree that my name, nickname (if any), assumed name (if any), image, voice, performance, signature and likeness ('the Image Rights') may be photographed, filmed, broadcast, identified or otherwise captured or recorded during competition, or any other events incidental to my participation in the Games. I give my unconditional and irrevocable consent to the Birmingham Organising Committee for the 2022 Commonwealth Games Limited ('the OC'), the Commonwealth Games Federation ('the CGF'), CGF Partnerships Limited ('CGFP'), my Commonwealth Games Association ('CGA'), or anyone authorised by them to capture or record the Image Rights during the Games and/or any other events incidental to my participation in the Games ('the Footage') and to copy, publish,

broadcast, distribute and communicate the Footage in perpetuity to the public by any means, in any format and on any media or technology whether now existing or created in the future, as may be agreed by the OC, the CGF, CGFP and/or my CGA without payment or liability to me. The Footage shall be the OC's exclusive property for the duration of the Games, and upon completion of the Games, the exclusive property of the CGF. I also waive all moral rights in the Footage and release and discharge the OC, the CGF, CGFP and my CGA from all claims whatsoever including any claims relating to my moral rights in connection with the use of the Image Rights in the Footage and my rights in them.

I also consent to, and license the use of, the Image Rights in perpetuity for all other current or future purposes (both commercial and non-commercial) authorised by the OC, the CGF, CGFP and my CGA in relation to the preparation, operation, advertising, marketing and promotional activities in connection with the Commonwealth Games, the CGF and the Commonwealth movement by the OC, the CGF, CGFP, my CGA and/or any commercial partners of the OC, the CGF, my CGA, CGFP and/or the Games from time to time but excluding any use that decidedly or conspicuously suggests a direct commercial association and/or endorsement between my image or my service, without my prior written consent (which should not be unreasonably withheld).

I further agree that, except as permitted by the OC, the CGF, CGFP and/or my CGA, I will not allow my person, name, picture or sports performance (including without limitation the Image Rights) to be used for commercial, advertising, marketing or promotional purposes by any other person or entity at or during the Games. I further undertake not to perform any act or be involved in any situation that brings the Games, the OC, the CGF, CGFP, my CGA, the commercial partners of the Games and/or the Commonwealth Games movement into disrepute. I also agree that I shall not be entitled to conduct, carry out or cause to be conducted or carried out or engage in any form of ambush marketing and shall not conduct any activity that conflicts with, infringes upon or impairs the rights of the OC, CGF, CGFP or any commercial partner.

I agree that any still photographs or still images taken by me at the Games are for personal, private, non-commercial and non-promotional purposes only, unless prior written consent is obtained from the OC, CGFP, the CGF and/or my CGA.

I accept that all broadcast rights associated with the Games are reserved for official broadcasters. Therefore, I agree I will not record, or transmit in any form, moving images of any part of any session in competition venues (e.g. live sport or ceremonies) at the Games.

I agree that any recording or transmission of moving images in non-competition venues (including the Athletes' Village and training venues) shall be for personal, private, non-commercial and non-promotional purposes only, unless prior written consent is obtained from the OC, CGFP, the CGF and/or my CGA.

I acknowledge and agree that my personal social handles will be used to publish and share content relating directly to activities around the XXII Commonwealth Games. This content will include video clips, results and images. Content will also be published on the official Games channels and shared across Athlete, CGA, IF and NF channels as appropriate. but excluding any use that decidedly or conspicuously suggests a direct commercial association and/or endorsement between my image or my service, without my prior written consent (which should not be unreasonably withheld).

3. Compliance with the Constitution of the CGF and the rules of my sport

I confirm and agree to comply with the rules and responsibilities applicable to my participation in the Games, in particular those arising from the following:-

- a) the CGF Constitution and rules of the CGF including the CGF Code of Ethics and Conduct which is contained within the CGF Constitution currently in force, including any amendments made from time to time as available on the CGF website (www.thecgf.com)
- b) the World Anti Doping Code as well as the CGF Anti-Doping Rules for the Games (which I acknowledge and confirm are available to me by my CGA) and any other applicable related regulations;

- c) the CGF rules relating to the identification and branding on personal competition clothing and personal equipment.;
- d) the CGF Social Media Policy and Guidelines ;
- e) any charter, code or standards (including any update thereof) for the conduct of participants during the Games;
- f) all relevant policies , procedures and regulations of the CGF and the OC (as applicable and as amended from time to time) which are set out at www.thecgf.com and www.birmingham2022.com
- g) any set of rules, guidance and/or instructions (including any update thereof), such as any playbooks developed by the OC for the Games, which aim to protect the health of all participants in the Games and to ensure the safe staging of the Games, in particular in relation to Covid 19 and any other infectious diseases, while attending the Games (including the travel to and from the Games and its preparations), including any potential consequences, which may include quarantine measures, withdrawal of accreditation and/or the right to participate in the Games.

As a condition of my entry and participation in the Games I agree to familiarise myself with and comply with the relevant provisions, rules, statutes and regulations set out above including the rules and regulations of my International Federation ('IF'), my CGA and my National Federation ('NF'). I undertake to notify my CGA and/or my NF immediately should there be any change to my personal information contemplated by this form which relates to my qualification for, attendance at, or participation in the Games. I further agree to abide by any classification rules of my sport. I agree that I must complete any security and accreditation documentation in the form by the date requested by the OC, and I must be eligible to receive and to continue to hold accreditation from the OC during the Games. I acknowledge and agree that I will be held responsible to pay for direct and actual costs of any damage which I intentionally, accidentally and/or recklessly may cause to any property at the Games Village, competition venues or training venues (except in the case of competition and training venues where such damage is caused by reasonable wear and tear as a result of training for or competing in the Games).

4. Waiver and Release

To the extent permitted by law, in consideration of my entry and participation in the Games, I agree that I participate in the Games at my own risk and responsibility, including any impact on my participation and/or performance in the Games, serious bodily injury or even death caused by the potential exposure to health hazards and any infectious disease whilst attending the Games (including the travel to and from the Games and its preparations) and/or specific measures to mitigate the risk of such exposure. I shall take all reasonable measures to protect myself from the risks of participation and the activities I undertake while at the Games. I agree that I am responsible for all property I bring to Games sites and that the OC, the UK Government ('UKG'), Birmingham City Council ('BCC'), CGF, CGFP and any other English local authority where there is a Games venue or event (and their respective executive members, directors, officers, employees, volunteers, contractors or agents) ("Released Parties") accept no responsibility, to the extent permitted by law, for any loss or damage to this property.

I further agree that I will remain aware and informed of any specific measures and rules adopted or implemented by the OC, the UK Government, the CGF any other entities involved in the implementation of such measures, which may be included in any rules, guidance and/or instructions (including any updates thereof) referred to in Section 3g) above and understand the importance of complying therewith as a condition to my being granted and to maintain my accreditation for the Games. Some of the measures may be considered medical acts subject to my express written consent and may require the direct or indirect collection and processing of my personal data, including health related information

I irrevocably release the Released Parties from any liability for any loss, damage, personal injury, infectious disease, death, economic loss, indirect loss or consequential loss however caused, for any default, failure or negligence (to the extent permitted by law) in relation to my participation in and activities during the Games. Where a term of this waiver and release contravenes the law of the relevant jurisdiction under which any legal action is brought it will not apply, however such terms are severable and do not invalidate the remaining terms.

5. Collection and Use of Information

I have read and understood the following privacy notices applicable to this form (as updated from time to time): OC's Entry and Eligibility Privacy Notice (as appended to this form), the CGF Anti-Doping Privacy Notice (<https://thecgf.com/anti-doping>) and the CGF Privacy Policy (<https://thecgf.com/privacy>)'.

6. Resolution of Disputes

I agree that any dispute or differences relating to or arising from my participation in the Games, other than with respect to Anti-Doping matters where the CGF Anti-Doping Rules shall apply, shall be resolved by my CGA, my IF, the OC, the CGF and/or CGFP and if not so resolved shall, in accordance with the CGF's Constitution, be submitted to the CGF's Federation Court for resolution, subject to any right of appeal to the Court of Arbitration for Sport ('CAS') for final and binding arbitration. Except for disputes resolved under the CGF Constitution or by the CAS, the laws in force in England will apply to this agreement and I agree to submit to the exclusive jurisdiction of the English Courts.

Signed by the Athlete*/CGA Official

* separate form to be completed by parent/guardian if competitor/athlete under the age of 18 or has an intellectual impairment.

D	D	M	M	Y	Y	Y	Y

D	D	M	M	Y	Y	Y	Y

Signature

The CGA hereby guarantees that all the relevant rules, including those referred to above, have been brought to the attention of the participant.