



FÉDÉRATION  
INTERNATIONALE  
DE NATATION

### ATHLETE 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 agreement to and acceptance of the following terms and conditions:

**1. FINA Rules, Regulations and Procedures:** I agree, that I am bound by and that I shall at all times comply with all FINA Rules<sup>1</sup>, regulations and procedures and protocols, as well as their amendments, applicable in connection with the Event, including the FINA Code of Ethics and the FINA Code of Conduct. I submit to such rules, regulations, and procedures and to the jurisdiction of each of those bodies, which are in charge of applying them or in respect of any issue arising in connection with my participation in the Event.

**2. Doping Control Authorisation:** Upon request by FINA or another Anti-Doping Organization, or its authorised designees, I notably agree to unreservedly submit to, and participate in and comply in all respects with, doping control at any time, before, during or after the Event and to fully comply with the FINA Doping Control Rules (“FINA DC Rules”)<sup>2</sup> as well as the doping control procedures.

**3. 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)

<sup>1</sup> FINA Rules are available on the FINA website : [www.fina.org](http://www.fina.org)

<sup>2</sup> FINA DC Rules are available on the FINA website : [www.fina.org](http://www.fina.org)

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.

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.

**4. 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.

**5. Declaration of fitness:** I declare that I am fully aware and conscious that participation in 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 that 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.

**6. Acknowledgement of risks:** I am fully aware and conscious of the potential risks involved in competition activities, be it during training or during the actual Event. I know and accept that when I engage in competitive activities, 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.

**7. 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.

**8. 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](mailto: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.

**9. 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.

**10. 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.

**11. 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:

<b>Date:</b>	<b>Athlete Name (print):</b>	<b>Athlete's Signature:</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**For athletes of minority age (according to national laws):**

This is to certify that, as parent/legal guardian of the athlete (“Athlete”) named in this Declaration Form, I have read and explained the provisions in this Declaration Form to the Athlete including the risks of presence and participation and his/her personal responsibilities for adhering to all the FINA Rules. Furthermore, the Athlete, understands these risks and responsibilities. I, for myself, my spouse, and the Athlete, 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 Athlete’s participation in any program or matter in connection with the Event. I consent to any medical treatment being administered to the Athlete in the case of any injury or illness whilst the participant is in the Event.

**Name of Parent/  
Legal Guardian (print):**  
\_\_\_\_\_

**Relationship  
(father/mother/legal guardian):**  
\_\_\_\_\_

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

**Signature:**  
\_\_\_\_\_

**Submitted by President or General Secretary of National Federation:**

We certify and confirm that the above named person is the father/mother/legal guardian (delete as appropriate) of the Athlete and acknowledge that our Team Official has accepted responsibility for the Athlete in the manner stated above. We further verify that the Athlete is a member in good standing of our federation and he fully complies with the FINA Rules on sport nationality (FINA GR 2 ff).

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

**Name:**  
\_\_\_\_\_

**Position:**  
\_\_\_\_\_

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

**Signature:**  
\_\_\_\_\_

**Federation Seal:**  
  
\_\_\_\_\_

Read and agreed in his/her capacity as Team Official:

**Name:**  
\_\_\_\_\_

**Position:**  
\_\_\_\_\_

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

**Signature:**  
\_\_\_\_\_