

Playing Contract TERMS & CONDITIONS

1. OPERATION OF THIS CONTRACT

- 1.1 Subject always to the obligations in clause 1.2, the Player and the Club acknowledge and agree that this Playing Contract does not commence operation or have binding effect until such time as the Player becomes registered with the Club.
- 1.2 The Player agrees not to enter into any agreement, understanding or contract to play Australian Football with any other club or team other than the Club from the date of this Playing Contract until the conclusion of the Term or the Player's application for registration with the Club being declined. The Player shall use reasonable endeavours and do all things reasonably required by the Club to enable the Player to become a registered Player of the Club.
- 1.3 This contract commences on the date on which the last of the parties signs it and terminates on the 31st day of October in the last year of the player contract

2. WARRANTIES

- 2.1 The Player warrants to the Club that the Player has, prior to entering into this Playing Contract, notified the Club of any suspension that will limit the Player's ability to be selected to play Australian Football for the Club.
- 2.2 Each of the Club and the Player warrants to the other of them that it understands and will comply with its obligations under the SACFL Rules and Regulations, in particular regarding Player Payments.

3. PLAYER OBLIGATIONS

The Player shall for the Term:

- 3.1 Play Australian Football for the Club to the best of the Player's skill and ability in each match in which the Player is selected.
- 3.2 Attend all training sessions and team meetings of the Club.
- 3.3 Obey all reasonable directions of the Senior Coach, President, and Secretary of the Club.
- 3.4 Play in all Australian Football matches in which the Player is selected to play or as otherwise directed by the Club unless a duly qualified Medical Practitioner rules the Player unfit to play.
- 3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- 3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.
- 3.7 Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club and to submit from time to time and as and when required by the Club to a complete a thorough medical fitness test and examination.
- 3.8 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform the Player's obligations under this Contract without first obtaining the consent in writing of the Club.
- 3.9 During league matches, wear only such items of playing apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.
- 3.10 Not comment on a matter which the Club has notified the Player is a matter upon which Players of the Club are not to comment publicly.

4. PLAYER PAYMENTS

- 4.1 The Club shall make the Player Payments to the Player in accordance with the Schedule attached to this Playing Contract.
- 4.2 The Player agrees that the Club is entitled to set off any monies which may at any time be payable by the Player to the Club on any account against the Player Payments.

5. PLAYER BOUND TO RULES

The Player hereby agrees with the Club that he is bound by and will comply with:-

- 5.1 the Rules and Regulations of the Club;
- 5.2 the Rules and Regulations of the League (including requirements of players and clubs regarding registration); and
- 5.3 the Rules and Regulations of the South Australian Community Football League Inc, South Australian National Football League Inc and Australian Football League Ltd ("AFL");
- And any modifications or variations made to those Rules and Regulations from time to time ("the Rules").

6. DISPUTE

In the event of a dispute arising between the parties during the term of this Playing Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

7. VOLUNTARY ASSUMPTION OF RISK

The Player acknowledges and agrees that:

- 7.1 Australian Football is a vigorous body contact sport in which physical injury is likely to occur from time to time;
- 7.2 The Player nonetheless desires to play Australian Football for the Club;

- 7.3 The Player personally accepts the risk both physical and legal of injury arising in the course of training for and participating in a game of Australian Football;
- 7.4 The Player will disclose to the Club any physical or mental condition or ailment that could affect the ability of the Player to carry out the Player's obligations under this Playing Contract; and
- 7.5 The Player will, on request by the Club, complete any reasonable questionnaire concerning the medical condition of the Player presented to the Player by the Club.

8. TERMINATION

This Contract may be terminated by:

- 8.1 The Club, if the Player is in breach of any of the Player's obligations hereunder and the breach has not been remedied after a period of 14 days following notice in writing by the Club to the Player requiring the breach to be remedied.
- 8.2 The Player, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Player to the Club requiring the breach to be remedied.
The Player, immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the AFL, on the official list of players of any team competing in the AFL competition.

9. PLAYER MOVEMENT TO SANFL / AFL

The Player will remain contracted to the Club until the expiration of the Term. It is noted and agreed by all parties to this contract that any SANFL and or AFL Playing Contract will take precedence over this Playing Contract and that the rules and regulations of the AFL, SANFL or SACFL will be adhered to.

10. SPECIAL CONDITIONS

The Special Conditions (if any) detailed in the Schedule to this Playing Contract shall apply to this Playing Contract and if to the extent that there is any inconsistency between the Special Conditions contained in the Schedule and the terms and conditions contained in the rest of this Playing Contract, then the Special Conditions shall, to the extent of any inconsistency, prevail.

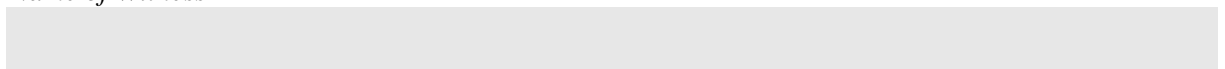
11. WAIVER

A waiver by any party of any of the terms and conditions of this Contract in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.

EXECUTED by)
THE CLUB)
))
) Signature of Authorised Person
))
by its duly authorised representative)
in the presence of:) Name
))
) Position

.....
Signature of Witness

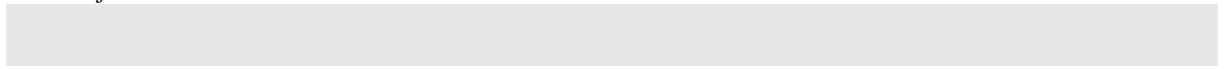
.....
Name of Witness



SIGNED by the said **PLAYER**)
))
in the presence of:)

.....
Signature of Witness

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Name of Witness



Date:/...../.....