



Original form only!
No copies or faxes will
be accepted.

Arbitration agreement

Between

_____ (hereafter referred to as "athlete")
(Name, Date of Birth)

(Residential address)

and

Deutscher Golf Verband e. V. (hereafter referred to as „German Golf Association“)
represented by the board members Marcus Neumann and Alexander Klose
Kreuzberger Ring 64, 65205 Wiesbaden, Germany

1. Any disputes arising from or related to anti-doping rules applicable by the German Golf Association (World Anti-Doping Code 'WADC', the German Anti-Doping Code 'Nationaler Anti-Doping Code NADC' and the anti-doping rules of the International Golf Federation as well as those of the German Golf Association), in particular regarding the validity and application of these anti-doping rules, shall be submitted exclusively, without recourse to any ordinary court of law, to the German Court of Sports Arbitration at the German Institution of Arbitration (DIS). Proceedings shall be held in accordance with Articles 12 and 13 of the anti-doping rules of the German Golf Association and the Sports Arbitration Rules of the DIS ('Sportschiedsgerichtsordnung der DIS - DIS-SportSchO), in particular, the language of arbitration shall be German if the parties have not agreed otherwise in writing. For the avoidance of doubt, the previous shall extend to any preliminary or interlocutory proceedings.
2. The German Court of Sports Arbitration shall have the power to impose sanctions for any finding of an anti-doping rule violation.
3. The German Golf Association has transferred the results management authority and the right to initiate disciplinary proceedings concerning anti-doping rule violations to the German Anti-Doping Agency ('Nationale Anti Doping Agentur – NADA). The parties of the present arbitration agreement agree that NADA has standing to submit actions of arbitration against the athlete and in the event of such action becomes a party in the arbitration proceedings.
4. Awards rendered by the German Court of Sports Arbitration can be submitted to appeal before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland in accordance with § 61 DIS-SportSchO, Article 13 of the anti-doping rules of the German Golf Association and Article R47ff of the Code of Sports-related Arbitration (CAS Code). The parties of the present arbitration agreement agree that also NADA, the World Anti-Doping Agency (WADA), International Golf Federation as well as those sports organisations mentioned in Article 13.2.3 of the anti-doping rules of the German Golf Association have standing to submit actions of appeal and in the event of such action become a party in the arbitration proceedings before the CAS.
5. This arbitration agreement comes into immediate effect from the date on which it is signed by both parties.

Wiesbaden, _____

Location, Date

[Representative of the German Golf Association]

[Athlete]

[Legal representative for minors]