

RUGBY ONTARIO REPRESENTATIVE PROGRAM

Provincial Player Athlete Agreement

BETWEEN:

RUGBY ONTARIO,

215 - 3 Concorde Gate, Suite 215 Toronto ON Canada M3C 3N7

AND	
Athlete Name:	(Hereinafter referred to as the "Athlete")
Club Affiliation:	
Mailing Address:	
Telephone:	
E-mail Address:	

Rugby Ontario is the governing body for the sport of rugby in the Province of Ontario and organizes Provincial Teams to represent the Rugby Ontario;

The Athlete wishes to be an active participant of the Provincial Team;

The Rugby Ontario and the Athlete wish to clarify the relationship between them by establishing their respective obligations; **THEREFORE, RUGBY ONTARIO AND THE ATHLETE HEREBY AGREE**:

Obligations of the Rugby Ontario

- 1. Rugby Ontario will:
 - a) Invite, select and prepare Athlete(s) to represent Ontario in rugby competitions in accordance with the budget and policies of Rugby Ontario;
 - b) Provide funding toward travel, accommodation and meal expenses for training and competitive activities of the Provincial Team in accordance with the budget and policies of Rugby Ontario;
 - c) Provide team uniforms, footwear, apparel, products and equipment in accordance with the budget and policies of Rugby Ontario;
 - d) Assist the Athlete in obtaining appropriate sport science expertise and medical care;
 - e) Provide the Athlete access to the Rugby Ontario's policies namely the Code of Conduct and Ethics, Discipline and Complaints Policy and Appeals Policy which will be displayed on the Rugby Ontario's website.
 - f) Publish reasonable selection criteria for all Provincial Teams.

Obligations of the Athlete

2. The Athlete will:

- a) Provide his services to play ruby exhibition, tournament and international games as a representative of the Province of Ontario to the best of his ability and under the direction of Rugby Ontario staff.
- b) Abide by all policies, rules and regulations of Rugby Ontario;
- c) Pay the Provincial Team Program Fee as directed by Rugby Ontario;
- d) Hereby warrant that she is eligible to compete for Rugby Ontario according to the regulations in effect from time to time and that, if the Athlete's status changes, the Athlete will forthwith inform Rugby Ontario;
- e) Actively participate in all training programs, competitive activities, evaluation activities and reporting procedures of the Provincial Team;
- f) Avoid any action or conduct that might reasonably be expected to significantly disrupt or interfere with the Athlete's preparation for, or participation in, a competitive rugby competition;
- g) Demonstrate commitment to individual training programs developed in consultation with the Head Coach (and/or designate) and maintain regular contact with the Head Coach (and/or designate) regarding his progress in training;
- h) Avoid living in an environment or undertaking activities that are not conducive to high performance achievement, or that pose significant risks to the Athlete's health or ability to train or compete;
- At the earliest possible date, notify the Head Coach in writing of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligation under this Agreement. In the event of injury and upon request of Rugby Ontario, the Athlete will supply Rugby Ontario with a certificate from a medical doctor describing the nature of the injury;
- j) Provide pertinent medical information to Rugby Ontario's medical staff as requested, and consult with the Provincial Team's medical staff regarding the use of prescription or non-prescription drugs;
- k) Behave in a courteous and respectful manner and adhere at all times to Rugby Ontario's policies relating to conduct as amended from time to time.
- I) Maintain excellent personal fitness during his tenure with Rugby Ontario.
- m) Abide by curfew restrictions and other team rules as established by the coaching staff and to respect household rules when billeted.
- n) Abide by the laws of the country while representing the province of Ontario.
- o) Refrain from any consumption of alcoholic beverages or any use of illegal drugs.
- p) Conduct himself off the field in a manner than does not bring into disrepute Rugby Ontario.
- q) Conduct himself on the field according to the highest standards of fair play and sportsmanship and with respect for opponents and game officials alike.

3. The Athlete hereby:

- a) Agrees to wear and/or use the products as supplied by Rugby Ontario while engaged in any activities of Rugby Ontario including training, practices, competition, competition-day warm-ups, opening and closing ceremonies, where applicable.
- b) Consent to Rugby Ontario using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as "Athlete's Attributes") to post photos of the athlete on Rugby Ontario's website, for distribution to the media and for Rugby Ontario brochures, pamphlets and other publications.
- c) Agrees to allow Ruby Ontario to provide contact information to those Universities and Colleges interested in contacting the Athlete in order to provide information about post-secondary rugby and academic opportunities.
- d) Agrees to allow Rugby Ontario to provide the Athlete's contact information to all players to assist with internal communications.

4. The Athlete acknowledges that failure to comply with the terms of this Agreement may result in suspension or removal from the Provincial Team. In the event of such action while on tour or otherwise away from home, the Athlete acknowledges that, if Rugby Ontario deems it necessary, the Athlete will be sent home at their own expense.

Resolution of Disputes

5. The Rugby Ontario and the Athlete agree that alleged breaches and disputes relating to this Agreement will be dealt in accordance with the principles and procedures of the Rugby Ontario's Discipline and Complaints Policy.

No Liability for Rugby Ontario and Athlete Indemnification

- 6. The Athlete hereby:
 - a) Acknowledges that the sport of rugby is potentially dangerous and that there are risks, dangers and hazards inherent in competition and in training, and in preparing for and traveling to and from such competition and training. The Athlete acknowledges that she will be undertaking all activities pursuant to this Agreement at his own risk and agrees to assume all risks associated with, and incidental to, the Athlete's participation in training and competition as a member of the Provincial Team.
 - b) Acknowledges that Rugby Ontario carries only limited insurance to protect its members in the event of death, injury, damage, loss of income, medical expenses or travel claims. Rugby Ontario is not responsible for any medical costs, including extra billing charges over and above Provincial medical health plan benefits. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his insurance requirements in light of the activities to be undertaken by the Athlete and to purchase, at the Athlete's sole expense, any additional insurance coverage deemed by Rugby Ontario to be necessary or warranted.
 - c) Acknowledges that Rugby Ontario will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused.
 - d) Agrees to indemnify and hold harmless Rugby Ontario and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which Rugby Ontario may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive any termination or expiry of this Agreement.

Entire Agreement

- 7. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.
- 8. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

Independent Legal Advice

9. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal contract. The Athlete confirms to Rugby Ontario that she has obtained independent legal advice, or in the alternative, that she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

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10.	This Agreement	comes into force on the	_ of	20	_ and continues in effect until the
	31st day of	, 20 unless termina	ated ear	lier upon seven (7)	days written notice.

Athlete Declaration

- 11. The Athlete confirms that she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
- 12. This Agreement will be binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed.

RUGBY ONTARIO					
Executive Director	Date				
ATHLETE					
Signature	Date				
THIS SECTION MUST BE COMPLETED IF THE	ATHLETE IS 17 YEARS OF AGE OR UNDER				
PARENT/GUARDIAN INDEMNITY AGREEMI	<u>ENT</u>				
, -	mpany the Provincial Team Athlete Agreement if the Athlete is he Agreement. This signature is <u>in addition to</u> and not in place of the				
	and is therefore a minor at the time of signing the Provincial Team Athlete Agreement				
-	s from signing this Agreement. I also recognize that the Athlete Rugby Ontario's desire and need to enforce these obligations.				
hereby agree to indemnify and hold harmle	Ontario entering into the Provincial Team Athlete Agreement, I ess the Rugby Ontario from any losses that the Rugby Ontario may ion of this Agreement by the Athlete. This indemnification will				
Parent/Guardian name	 Date				
Parent/Guardian signature	 Witness				

An athlete will not be eligible to participate in any Rugby Ontario Representative team activities until such time this form is signed by all parties required to sign. Once signed by Rugby Ontario's Executive Director the original form will be kept on file at the Rugby Ontario office and a copy will be issued to the player.