



2020 Provincial Athlete Agreement

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

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

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 the Athlete 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, 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

Obligations of the Athlete

2. The Athlete will:
 - a. Provide his/her services to play for the provincial team in all matches required as a representative of the Rugby Ontario to the best of his/her ability, 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 in the timelines established by Rugby Ontario; failure to pay the dues will result in the player being removed from the team and being placed in not good standing status with Rugby Ontario.
 - d. Hereby warrant that s/he 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 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;
 - i. 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.
 - l. Maintain excellent personal fitness during his/her tenure with Rugby Ontario.
 - m. Abide by the Rugby Ontario Athlete Handbook and other team rules as established by the Rugby Ontario staff and the coaching staff.
 - 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 while representing Rugby Ontario.
 - p. Conduct him/herself off the field in a manner than does not bring into disrepute Rugby Ontario.
 - q. Conduct him/herself 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 and Social Media, for distribution to the media and for Rugby Ontario brochures, pamphlets and other publications.
 - c. Agrees to allow Rugby Ontario to provide contact information to Rugby Canada.
 - 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 he/she will be undertaking all activities pursuant to this Agreement at his/her 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/her 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 he has obtained independent legal advice, or in the alternative, that he has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

Term

10. This Agreement comes into force upon signature and continues in effect until the 31st day of December 2020 unless terminated earlier upon seven (7) days written notice.

Athlete Declaration

11. The Athlete confirms that s/he 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.

ATHLETE

Signature

Date

*Rugby Ontario
Abilities Centre
55 Gordon Street,
Whitby ON L1N 0J2
Tel: 647 560 4790*



www.rugbyontario.com