



2017 CANADA SUMMER GAMES TEAM ONTARIO MEMBER AGREEMENT

I, _____, in consideration of being permitted to participate as a member of Team Ontario in the 2017 Canada Summer Games, hereby acknowledge and agree as follows:

Team Ontario Code of Conduct and Disciplinary Procedures

1. I have read and understand the entire content of the Team Ontario Code of Conduct, Disciplinary Procedures and Penalties set out in the Team Ontario Code of Conduct.
2. As a member of Team Ontario, I:
 - (a) understand I am expected to behave according to the Code at all Canada Games related functions including travel to and from the Games, in competition and training and while attending any Team Ontario related events;
 - (b) agree to follow the rules and regulations of Team Ontario, the Host Society and the Canada Games Council;
 - (c) agree to be subject to the disciplinary procedures described in the Code if I fail to abide by the rules and regulations;
 - (d) agree that the discipline that may be imposed upon me could include my removal from Team Ontario and the Canada Games at my own expense; and
 - (e) consent to the disclosure of any decision of any Team Ontario Disciplinary Committee or Appeal Committee that might be made about me;
 - (f) understand that my Provincial Sport Organization (PSO) will receive a copy of the Record Of Decision of the Discipline Committee and may decide to impose further sanctions according to the policies in place for the PSO.

Doping Control Testing

3. As a participant in the 2017 Canada Summer Games, I am fully aware that there will be "Doping Control Testing" at the 2017 Canada Summer Games and I agree to co-operate with this "Doping Control Testing" and to provide urine samples for this purpose.
4. I acknowledge that, if any results of my tests are positive, the results will be made public by the Canada Games' officials.

Release and Waiver

5. I do hereby RELEASE, Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism, Culture and Sport (the "Ministry"), Team Ontario and their respective members, officers,



directors, employees, volunteers, agents and all successors and assigns from all liability, and do hereby WAIVE all recourses, claims, causes of action of any kind whatsoever in respect of any loss, injury, including death, or damage to my person or property incurred as a result of my participation in or travelling to or from the 2017 Canada Summer Games , whether or not such loss, injury, including death, or damage may have been caused solely or partly by the negligence of Team Ontario or the Ministry, or any of their respective members, officers, directors, employees, volunteers, and agents.

6. And, I do hereby acknowledge and agree that:
- (a) The sport of _____ (print name of sport) is dangerous and exposes me to risks and hazards from which I may suffer serious personal injury, even death;
 - (b) I am in proper physical condition to participate in the 2017 Canada Summer Games ;
 - (c) My participation in the 2017 Canada Summer Games is entirely at my own risk;
 - (d) I understand that neither Team Ontario, the Ministry, _____ (insert name of the Provincial Sport Governing Body) nor any of its members, officers, directors, employees, volunteers, agents and all successors and assigns can be responsible for the hazards I am exposed to by participating in the 2017 Canada Summer Games ; and
 - (e) This RELEASE and WAIVER is binding on me, my heirs, my executors, administrators, personal representatives and assigns.
7. I will be held responsible and liable for any and all damage caused by me directly or indirectly and agree to indemnify the Ministry, Team Ontario and of its members, officers, directors, employees, volunteers, agents and all successors and assigns, from any claims or demands which might be made against them arising out of or in consequence of my attendance or participation in the 2017 Canada Summer Games.

Collection and Use of my Personal Information and Consent to Disclose my Personal Information

8. I, once having completed the Canada Games Registration and Medical information, acknowledge and agree that the information in the said forms will be disclosed to the 2017 Canada Summer Games Organizing Committee. The purposes of this collection of my personal information are to facilitate registration for the 2017 Canada Summer Games and for the administration of Team Ontario at the Games, including but not limited to: confirming room allocation; confirming transport/flight manifests; developing media guides; and contacting your family members and/or emergency contacts in the event of an emergency.
9. I grant to the Ministry of Tourism, Culture and Sport, and to Team Ontario the right to use (1) my name; (2) a photograph of me; (3) a video or other electronic image of me; or (4) a quotation from me or a summary of my written or oral opinion/statement for the Ministry or Team Ontario to use for any publicity, advertising or other promotion of the Canada Games and the Ontario Games Program, or for the purpose of acknowledging or publicizing my participation and achievements at the Canada Games.. Such intended uses are necessary to the proper administration of the Ministry's Ontario Games Program, which is consistent with the Ministry's mandate that is authorized under s. 4 of the *Ministry of Tourism and Recreation Act*, R.S.O. 1990, c. M.35.



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10. If you have any questions about the collection, use or disclosure of your personal information identified above by the Ministry of Tourism, Culture and Sport, please contact: Russell Zavitz, Manager, Games Unit, 416 314-7682.

Acknowledgement

By signing this document, I acknowledge having read, understood and agreed to the above. I have had a reasonable opportunity to consider this Team Ontario Member Agreement and the matters set out herein.

Date

Sport

Position (Check one): Mission Staff Athlete Coach Manager

Print name of team member

Print name of witness

Signature of team member

Signature of witness



IF TEAM ONTARIO MEMBER IS UNDER THE AGE OF 18, CUSTODIAL PARENT(S) OR LEGAL GUARDIAN(S) MUST SIGN BELOW

I, We _____
(print full name(s) of custodial parents / legal guardians)

being the parent(s)/legal guardians of

(print full name of team member)

(herein called "my/our child"), for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree and acknowledge:

- (a) I/we have read and understand the entire content of the Team Ontario Code of Conduct, Disciplinary Procedures and Penalties set out in the Team Ontario Code of Conduct, and this Team Ontario Member Agreement;
- (b) That I/we have explained to my/our child the consequence of signing this Team Ontario Member Agreement;
- (c) That this Team Ontario Member Agreement, including the Release and Waiver, is on the whole beneficial to my/our child;
- (d) That I/we do hereby release Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport (the "Ministry") and Team Ontario, and their respective members, officers, directors, employees, volunteers, agents and all successors and assigns from all liability and do hereby waive as against the Ministry and Team Ontario, and their respective members, officers, directors, employees, volunteers, agents and all successors and assigns from all recourses, claims and causes of action of any kind whatsoever in respect of any damages I/we might suffer as a consequence of my/our child sustaining any loss, injury, including death, or damage while participating in or travelling to or from the 2017 Canada Summer Games, whether or not such loss, injury, including death or damage may have been caused solely or partly by the negligence of Team Ontario or the Ministry, or any of their respective members, officers, directors, employees, volunteers, and agents;
- (e) That I/we do hereby agree to indemnify and hold harmless the Ministry, Team Ontario, and their respective members, officers, directors, employees, volunteers, agents and all successors and assigns from any and all claims, demands, and causes of action, of any kind whatsoever, including those involving negligence on the part of Team Ontario or the Ministry, or any of their members, officers, directors, employees, volunteers and agents that may be made or initiated by, or on behalf of my/our child arising out of or concern with my/our said child's preparation for or participation in the 2017 Canada Summer Games;
- (f) That I/we do hereby agree to indemnify and hold harmless the Ministry, Team Ontario, and their respective members, officers, directors, employees, volunteers, agents and all successors and assigns from any and all claims, demands, and causes of action, of any kind whatsoever that may be made against the Ministry, Team Ontario and their respective members, officers, directors, employees, volunteers, agents, arising out of or in consequence of my/our child's attendance or participation in the 2017 Canada Summer Games.



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Date

Print name of custodial parent/legal guardian

Print full name of witness

Signature of custodial parent/legal guardian

Signature of witness

Print name of custodial parent/legal guardian
(if more than one)

Print full name of witness

Signature of custodial parent/legal guardian
(if more than one)

Signature of witness

Print name of team member

Signature of team member