

ATHLETE INFORMATION

First Name		Middle Initial	Last Name	
Current Address	City		Province	Postal Code
Home Phone	Cell Phone		Email Address	

PARENT/GUARDIAN INFORMATION IF ATHLETE IS YOUNGER THAN 18 YEARS OLD

Parent/Guardian: _____ Address: _____

Telephone: _____ Email: _____

* Parent/Guardian must complete the *Parent/Guardian Indemnity Agreement* attached as **Appendix A**.

Your selection as an Athlete requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and the Saskatchewan Weightlifting Association. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully. By signing this Agreement, you are confirming that you have read and understood it.

1. Complete this cover page
2. Initial each following page in the lower right-hand corner
3. Sign in the space provided on the last page
4. Return a copy of the Agreement, via email or mail to:

SASKATCHEWAN WEIGHTLIFTING ASSOCIATION
PO Box 781
Humboldt, SK
S0K 2A0

A signed copy will be returned to you for your records.

**SASKATCHEWAN WEIGHTLIFTING ASSOCIATION
ATHLETE AGREEMENT**

BETWEEN:

Name: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Cell Phone: _____

Home Phone: _____

Email Address: _____

Hereinafter referred to as the "Athlete"

AND

SASKATCHEWAN WEIGHTLIFTING ASSOCIATION

PO Box 781
Humboldt, SK
S0K 2A0

WHEREAS the Saskatchewan Weightlifting Association (hereinafter the "Association") is the provincial sport organization governing the sport of weightlifting in Saskatchewan;

WHEREAS the Athlete has been selected to, and wishes to be an active participant of, the Association's programs; and

WHEREAS the Association and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

Policies

1. All the Association's Policies referenced in this document are available on the Association's website here: <http://www.saskweightlifting.com/swa-policies-and-procedures>

Obligations of the Association

2. The Association will:

Communication

- a) Regularly correspond with the Athlete and provide program information and event-specific information on travel, accommodation, training, and competition in the form of mailed or emailed correspondence
- b) Communicate with the Athlete both orally and in writing
- c) Make available electronic copies of all relevant policies
- d) Notify the Athlete in writing of any changes to relevant policies

Selection

- e) Invite, select, prepare, and operate teams to represent itself in accordance with the approved budget and policies of the Association
- f) Conduct the selection of teams in a manner that conforms with generally accepted principles of natural justice and procedural fairness
- g) Provide team uniforms, products, and equipment, in accordance with the Association's budget and policies, for use during all official training, competition, and public appearances.

Eligibility

- h) With the assistance of the Athlete, certify the Athlete's eligibility to compete in events, providing the Athlete satisfies the required eligibility criteria and is not in breach of any terms of this Agreement

Medical

- i) Respect the confidentiality of medical information supplied by the Athlete to the Association by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with the Association's Policies
- j) Assist the Athlete in obtaining quality medical care and advice

Obligations of the Athlete

3. The Athlete will:

General

- a) Complete and sign the any applicable participant waiver
- b) Receive and read all information pertaining to programs and events supplied by the Association
- c) Supply the Association with biographical information as requested - including phone numbers, address, and email address - and keep the Association updated on any such changes
- d) Promptly pay all dues, levies, and fees as approved and assessed by the Association
- e) Respond to communication and requests from the Association in a timely manner
- f) If requested, participate in any Athlete meetings and event-specific meetings organized by the Association, including meetings held face-to-face or by web/phone conference

Policies and Conduct

- g) Behave in a courteous and respectful manner and adhere at all times to the Association's policies

Training/Competition

- h) Avoid living in an environment or undertaking in activities which are not conducive to high performance achievement or which pose significant risks to the Athlete's health or ability to train or compete, as determined by the Association

- i) Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation for a competition of any other Athlete
- j) Attend and/or take part in regular athlete evaluation protocols at designated times as directed by the Association
- k) Avoid consuming alcohol during or at events and competitions
- l) Avoid participating in all competitions where the Association has determined that such participation is not permitted

Medical and Injury

- m) Notify the Association, in writing, of any injury within 48 hours of the injury occurring and/or other legitimate reason that will prevent the Athlete from participating in an event in which the Athlete is scheduled to compete, or that will prevent the Athlete from participating in an event. The Athlete will also ensure, in the case of an injury, that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the Association prior to the event. the Association reserves the right to obtain a 2nd or 3rd medical opinion by independent medical personnel at any time
- n) Be responsible for ascertaining proper travel medical insurance and provide proof of out-of-country medical insurance as requested
- o) Participate, as may be requested by the Association, in any sport science and medical support program as formulated by the Association

Clothing and Equipment

- p) Wear official Association clothing at events and appearances when asked by the Association
- q) Unless approved in writing by the Association, not in any way alter any official clothing

Marketing, Sponsorship, Public Appearances and Statements

- r) Refrain from making comments that could reasonably be expected to have a detrimental effect on the morale or image of the Association, and/or other Athletes
- s) Ensure that the Association is made aware of all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; excluding any personal endorsement for the Athlete as an individual with no connection to weightlifting
- t) Consent and agree that some of the Athlete's personal information may be used by the Association and/or posted on the Association's website during the announcement of an event as well as during an event
- u) Agree to be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during an event for the purposes of the media coverage and promotion of the sport for non-commercial use.

Fees

- v) Pay all fees as required by the Association per deadlines determined at the discretion of the Association

Athlete Sponsors

4. The Association expressly recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:
 - a) Consents to the Association using, reproducing and distributing without charge, on a world-wide basis, in any format or media (including, but not limited to, photo, video, etc.) the Athlete's

image, name, nickname, likeness or other identifiable attribute which can be linked to the Athlete (collectively referred to as "Athlete's Attributes") to promote the Association and the Association's website, media guide, media kit, advertising, public relations, sanctioned and non-sanctioned events, programs and marketing programs (collectively referred to as the "Marketing Programs"). This consent will remain in effect for the duration of the Term and for a period of two years thereafter

- b) Consents to all licensees or sponsors of the Association using, without charge, on a nationwide basis, in any format or media, the Athlete's Attributes within the context of a Team Setting ('Team Setting' is defined as two or more athletes) to promote their partnership with the Association. Any use of the Athlete's Attributes must be prior approved by Athlete. The Athlete's approval will not be unreasonable withheld or delayed.
- c) Warrants that he/she has not granted and will not grant to any person or entity during the Term of this Agreement an exclusive license to use the Athlete's Attributes, which would conflict with this Agreement.

Medical Consent

- 5. In the event of an emergency situation where undue delay for the purpose of obtaining consent prior to medical treatment could endanger the Athlete's life, limb, or a vital organ, the Association or its agent (coach or other designated person) will adhere to the following procedure:
 - a) The Association or its agent will make all reasonable efforts to contact the Athlete's family, designated guardian, or other individual previously identified by the Athlete as an emergency contact, to obtain consent for medical treatment
 - b) If such efforts are unsuccessful, or if in the opinion of a duly qualified medical practitioner immediate medical treatment is urgently required, then if the Athlete is of legal age at the time of signing this Agreement, the Athlete hereby agrees (and if the Athlete is not of legal age at the time of signing this Agreement, the Athlete's parent or legal guardian who has signed this Agreement similarly agrees) that the Association or its agent is authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary

Conduct/Discipline/Breach of this Agreement

- 6. Notwithstanding any other terms of this Agreement, the Association retains the right to withdraw any allocation of opportunities if, in the reasonable and fair exercise of its discretion, the Association determines that it should withdraw such allocation because:
 - a) Of concern for the health or safety of the Athlete, as supported by a qualified physician;
 - b) The Athlete is unable or unwilling to meet the provisions of the established training and/or competition program agreed to between the Athlete and the Association; or
 - c) The Athlete is unable to compete due to a health-related curtailment of activities.
- 7. The Association may at any time, at their sole discretion, disqualify an Athlete from eligibility for selection to an Association team or to a competition based on:
 - a) The Athlete's past behaviour which was egregiously detrimental to the reputation or image of the Association; or
 - b) The Association's belief that the Athlete may, based upon the Athlete's egregious past behaviour, act in a manner which could be expected to be detrimental to the reputation or image of the Association.

Liability, Insurance and Indemnification

- 8. The Athlete hereby:

- a) Acknowledges that weightlifting is a competitive sport, is dangerous, and that there are risks, dangers, and hazards inherent in competition and in training, preparing for and traveling to and from such competition and training. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete or to other persons and the risk of property loss and damage. The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agrees to assume all risks associated with, and incidental to, the Athlete's participation in training and competition.
- b) Acknowledges that the Association carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses, or travel claims. The Association is not responsible for any medical costs, including extra billing charges, over and above the normal Provincial medical health plans. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete's sole expense, all additional insurance coverage deemed necessary.
- c) Acknowledges that the Association will not be liable to the Athlete for any loss or damage to any of the Athlete's property, however caused, nor will the Association be liable to the Athlete or to any other party, including the personal representatives and assigns of the Athlete or any other party, in the event of the Athlete's or any other party's death, nor will the Association be liable for any loss or damage arising from an injury to the Athlete or to any other party resulting from any activity undertaken by the Athlete pursuant to this Agreement.
- d) Agrees to indemnify and hold harmless the Association and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which the Association 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.

Notice

9. Notice to either Party may take the form of hand delivery, courier, mail, or email. Notice to either party will take effect when:
 - a) Receipt is acknowledged verbally by the recipient, in the case of hand delivered notice;
 - b) Receipt is confirmed through courier records, in the case of couriered notice;
 - c) Five business days after the post-marked date of mailing, in the case of mailed notice; or
 - d) One business day after the date the notice was sent, in the case of or emailed notice.

Term and Termination

10. This Agreement will be effective on the date of execution and will terminate on [REDACTED] (except for those provisions which are specifically identified as continuing in effect beyond that date) unless terminated earlier pursuant to this Agreement.
11. The Athlete may terminate this Agreement at any time by providing written notice of termination to the Association. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the Association's events and programs.
12. The Association may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a serious breach of the Association's policies, or has been convicted of a criminal offense, or has become ineligible to represent the Association.

Independent Legal Advice

13. The Athlete confirms that he or she has obtained independent legal advice, or in the alternative, that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

General

14. This Agreement will be governed by and construed in accordance with, and the rights of the parties will be governed by, the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

15. This Agreement constitutes the entire Athlete Agreement between the parties and replaces all previous Athlete Agreements entered into between them.

16. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties.

17. If any provision of this Agreement is deemed invalid or unenforceable, then the remaining provisions will not be affected, and every other provision will be valid and enforceable to the fullest extent permitted by law.

18. This Agreement will ensure to the benefit of, and will be binding upon, the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

Acknowledgement

19. The Athlete confirms that he or she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

20. The Parties agree to the signing exchange of this Agreement by email or fax if necessary.

Saskatchewan Weightlifting Association

Athlete

Printed Name, position

Printed Name

Signature

Signature

Date

Date

APPENDIX A - PARENT/GUARDIAN INDEMNITY AGREEMENT

THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF MAJORITY

A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of majority at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete's signature on the Agreement.

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the Athlete Agreement with the Association.

I recognize that the Athlete derives significant benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize the Association's desire and need to enforce these obligations.

In consideration of the benefits accruing to the Athlete, to me and to my family by reason of the Athlete and the Association entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless the Association from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive termination of this Agreement.

Parent/Guardian Name (please print)

Date

Parent/Guardian Signature