

**2022/23 FIELD HOCKEY CANADA'S NEXTGEN
ATHLETE AGREEMENT**



Between:
Field Hockey Canada (FHC)

And

_____ (Athlete) of
_____ (Address)

WHEREAS FHC is recognized by the International Hockey Federation ("FIH") and the Government of Canada as the sole governing body of the sport of field hockey in Canada;

AND WHEREAS FHC organizes a National Teams Program through the National Team programs and their related professional staff to prepare national field hockey teams to represent FHC and Canada in international field hockey competition; AND WHEREAS FHC employs National Coaches, Assistant Coaches and a High Performance Manager to manage the National Teams Programs;

AND WHEREAS the ATHLETE wishes to be an active participant in the FHC National Teams Program;

AND WHEREAS FHC and the ATHLETE wish to ` between them by establishing their respective obligations;

FHC AND THE ATHLETE HEREBY AGREE:

1. OBLIGATIONS OF FHC

FHC shall:

- a. Approve, publish and communicate to the ATHLETE talent athlete identification criteria for the NextGen as well as selection criteria for Youth and Junior National Teams. These criteria will be published on the FHC website annually and remain there throughout the year. Any changes to the selection criteria will be communicated to the NextGen Tiered Athlete Lists at least three (3) months prior to a major competition or team selection, e.g., Junior Pan Am Games, or Junior World Cup;
- b. Invite, select, and operate National Training Centres to prepare athletes ,coaches and other support staff for selection to youth and junior national teams, and to represent Canada in international field hockey competitions in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- c. Plan and manage training programs and competitive activities for the ongoing development of all ATHLETES and the Youth and Junior National Teams Program in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- d. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, may contribute to the funding of program elements, in accordance with the budget and policies of FHC in effect from time to time;

- e. Where the ATHLETE is selected to participate in the FHC Board approved international training and competitive activities, provide a clear understanding of any specific financial obligations the athlete is expected to bear related to that activity;
- f. Certify the ATHLETE'S eligibility to compete in FIH events, provided the ATHLETE satisfies FIH eligibility criteria, is a member in good standing of FHC and is not in breach of any terms of this Agreement;
- g. Assist the ATHLETE in obtaining appropriate sport science expertise and medical care;
- h. Where the ATHLETE is selected to participate in a specific international event, arrange for health and accident insurance for overseas travel, training and competition, in accordance with the budget and policies of FHC in effect from time to time;
- i. Respect the confidentiality of medical information supplied by the ATHLETE to FHC by not supplying this information to outside parties without the consent of the ATHLETE, unless required to do so by law or in accordance with FHC's anti-doping policies;
- j. Provide National Teams Program information to the ATHLETE either by e-mail or posted on the Field Hockey Canada website, or upon request, physical copies of all relevant FHC Policies pertaining to the National Teams Program, in effect from time to time, including by not limited to :
 - i. Policies pertaining to athlete conduct, including the FHC Code of Conduct and Discipline and Complaints Policy;
 - ii. Policies pertaining to the resolution of disputes within FHC, including the FHC Appeals Policy;
 - iii. Policies pertaining to dues and fees associated with the NextGen, Youth and Junior National Teams Program;
 - iv. Policies pertaining to doping in sport including domestic policies pertaining to doping and FIH policies pertaining to doping;
 - v. Policies pertaining to athlete insurance;
 - vi. Any other relevant policies as approved by FHC from time to time, circulated to the ATHLETE, published on the FHC website and/or published in the FHC NextGen Program Handbook;
- k. Provide to the athlete in writing on a quarterly basis, updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed competition and training plans, FIH and CCES doping and drug testing documentation and updates;
- l. Communicate with athletes both orally and in writing in the language of their choice (French or English);
- m. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with FHC, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete;

2. OBLIGATIONS OF THE ATHLETE

The ATHLETE shall:

- a. Maintain status as a member in good standing of FHC and as per policies set by FHC, pay any and all membership dues, insurance fees, and NextGen, Youth and Junior program levies as approved and assessed by the High Performance Leadership and FHC from time to time;
- b. Under the supervision of the NextGen Director, NextGen Training Centre Coaches or Youth and Junior National Coaches or designate, actively participate in all training programs, competitive activities, evaluation activities, and reporting procedures approved by the High Performance Leadership or by FHC for the National Teams Program;
- c. To play field hockey outside of the FHC system the ATHLETE must obtain clearance from the National Coach;
- d. Demonstrate commitment to high performance field hockey by:
 - i. Developing and maintaining a high level of fitness;
 - ii. Following an individual training and competitive program approved by the NextGen Director and Junior National Coach;
 - iii. Maintaining regular contact with the National Coach or with his/her designate,
 - iv. Maintaining training logs and reporting as requested to the National Coach,
 - v. Participating in athlete monitoring and sport science tests as requested by the Junior National Coach or his/her designate; and
 - vi. Living in an environment that is conducive to high performance athletic achievement and avoiding activities that put the ATHLETE'S ability to perform at risk;
- e. Within one week (7 days), notify the Junior National Coach or his/her designate verbally of any injury or other legitimate reason that might prevent the ATHLETE from fulfilling any obligations under this Agreement. In the event of injury and within one week of its diagnosis, the ATHLETE shall supply the Junior National Coach with a certificate from a medical doctor describing the nature of the injury. Athletes approved for out of country training must contact the National Coaches directly if they foresee any problems meeting the above timelines around injury reporting;
- f. Provide pertinent medical information to FHC's medical staff as requested, and consult with medical staff regarding the use of prescription and non-prescription drugs;
- g. Wear and use approved national team uniforms at all national team activities including training, competition, competition-day warm-ups, opening and closing ceremonies, post-competition ceremonies, press conferences, photo sessions, promotional events and other public appearances, at all times and in the proper manner as directed by FHC. Decisions on training and competition uniforms will be the responsibility of FHC. All decisions will be made within the guidelines set out by the International Hockey Federation (FIH) and/or Major Games sponsorship and promotions agreements as relevant;
- h. Supply FHC with biographical information as requested, and notify immediately of any change of address;
- i. As a member of FHC and of the NextGen and Junior National Program, behave in a lawful, courteous and respectful manner and adhere at all times to FHC's policies and rules relating to Athlete conduct in effect from time to time;

- j. Execute any further documents that may be required by FHC to give effect to the undertakings set out in this Agreement;
- k. Indemnify and hold harmless FHC from any losses that FHC may incur as a result of the ATHLETE'S failure to satisfy any provision(s) of this Agreement. This indemnification shall survive termination of this Agreement;
- l. For all NextGen, Youth or Junior National Team Athletes, consumption of alcoholic beverages during, before, after or while travel for, team projects, events or competitions regardless of if they are of government legal age to consume alcohol, is strictly prohibited.
- m. Avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation (FIH) and the Canadian Policy on Doping in Sport;
- n. Submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by FHC, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- o. Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance-enhancing practices;
- p. Complete the CCES on line anti-doping education program's course "True Sport Clean" or reviews if courses have been completed previously at the beginning of each annual cycle.
- q. Adhere to and comply with FHC's appeal procedure;
- r. Actively participate in all FHC evaluation activities. ATHLETES will co-operate in any evaluation of FHC, in particular the High Performance Programs that may be conducted by the Board, High Performance Leadership, or National Team working groups or anyone authorized to act on FHC's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- s. Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition.

3. SPONSORSHIP AND COMMERCIAL ACTIVITIES

- a. All marketing, advertising, and publicity rights relating to the ATHLETE'S individual name, signature, image, photo or picture is the property of the ATHLETE. All marketing, advertising, and publicity rights relating to the NextGen Youth or Junior National Teams Program, the national team, the FHC logo, and the sport of field hockey, including all marketing, advertising and publicity materials associated with the national team uniform and related clothing, material and equipment provided by FHC are the property of FHC. The ATHLETE and FHC therefore agree as follows:
 - i. The ATHLETE shall obtain written consent from FHC prior to entering into any agreement for personal marketing or advertising that would involve: use of the ATHLETE'S name, signature, image, photo or picture in the FHC national team uniform; use of the FHC logo; or use of the national team or Olympic team name. It is understood that this consent may be withheld if, in the sole and absolute discretion of FHC, acting reasonably, the products or service referenced in this agreement or

- indirectly with any advertising or marketing agreements to which FHC is a party, or with any products or services endorsed by FHC. Where an ATHLETE obtains the approval of FHC to enter into an agreement, the ATHLETE shall execute an FHC Athlete Sponsorship Agreement, a copy of which may be obtained upon request through the National Office of FHC;
- ii. FHC shall obtain signed and written consent from the ATHLETE and the ATHLETE'S Parent or Guardian prior to entering into any agreement to make use of the ATHLETE'S name, signature, image, photo or picture for the purposes of commercial promotion with potential sponsors, licensees or suppliers, or for non-commercial promotion of the aims and objectives of FHC. It is understood that this consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, the ATHLETE shall ordinarily be required to make personal appearances on FHC's behalf for up to the equivalent of three working days during the program year, if, in the opinion of the ATHLETE, the appearances do not unreasonably interfere with the ATHLETE'S schedule of training, competition, work or education;
 - iii. FHC shall be permitted to negotiate and/or enter any agreement to make use of a group image, photo or picture, for the purposes of commercial promotion with potential sponsors, licensees, or suppliers, or for non-commercial promotion of the aims and objectives of FHC, where a group image is defined as five or more athletes appearing together in the official FHC national team uniform, provided that the athletes have equal prominence in the image, photo or picture (whether in still photo, television, video, or any other form), and where such use is during or after any period in which the athletes compete as members of the national team.

4. DEFAULT OF AGREEMENT

- a. Where one of the parties to this agreement is of the opinion that the other party has failed to conform to obligations under this agreement, the following shall occur forthwith: The one party shall notify the other party in writing of the particulars of the alleged default;
- b. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps;
- c. The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default.
- d. If the party receiving the notice fails to remedy the breach within the specified time, and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

5. RESOLUTION OF DISPUTES

FHC and the ATHLETE agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:

- a. A timely appeal procedure that conforms to the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC). This appeal procedure would apply to any dispute the ATHLETE may have with FHC, The details of this appeal procedure will be published in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the ATHLETE;
- b. Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential, and such information shall only be disclosed to outside parties with the express permission of FHC and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of FHC, FIH, or the Government of Canada, or is required by virtue of a contractual commitment that FHC or the ATHLETE may have to another party or parties;
- c. Where the NextGen Director in consultation with the relevant staff member, is of the view that the ATHLETE is in breach of any of the provisions of this Agreement, the ATHLETE shall be notified immediately by e-mail with a copy by regular mail. The CEO and the FHC President shall be copied on all correspondence pertaining to the alleged breach;
- d. In the event that the NextGen Director and relevant staff cannot remedy the alleged breach with 14 days after the ATHLETE has been notified, the matter shall be referred to a 3-person Board appointed working group who shall, within 14 days, investigate and decide the dispute;
- e. In deciding the dispute, the board appointed working group shall have the authority to stipulate specific action to remedy the breach of the Agreement and/or to discipline the ATHLETE by applying any one or combination of the following disciplinary sanctions:
 - i. a written reprimand;
 - ii. removal of certain National Teams Program privileges;
 - iii. suspending the ATHLETE from further participation in the NextGen, Youth or Junior National Teams Program, either for specified events or for a specified period of time;
 - iv. dismissing the ATHLETE from the NextGen Youth and Junior National Teams Program;
 - v. Termination of this Agreement; and/or
 - vi. any other sanction that it considers appropriate in the circumstances;
- f. Where the ATHLETE is of the view that the National Coach, Manager High Performance, the Board appointed working group, or any other representative of FHC is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the CEO and the FHC Chair who shall investigate and decide the dispute in a timely manner.
- g. Any decision made with respect to an alleged breach of this Agreement may be referred to FHC's policies pertaining to the resolution of disputes, including the FHC Appeals Policy.
- h. Any athlete in contravention of these policies may be removed from the event.

6. DURATION OF AGREEMENT

- a. This Agreement comes into force on the date of execution by FHC and the ATHLETE and terminates at the duration of the Junior Athlete cycle ending August 31st for the Men's and Women's NextGen Program, unless terminated earlier pursuant to this Agreement.

7. GENERAL

- a. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia;
- b. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force and effect

**FHC ATHLETE AGREEMENT
SIGNATURE AND ATHLETE DECLARATION**

*PLEASE NOTE THAT THIS DOCUMENT IS FOR REFERENCE ONLY. ATHLETE AGREEMENT SIGNATURE AND DECLARATIONS WILL BE SIGNED DIGITALLY THROUGH THE FHC ONLINE REGISTRATION SYSTEM.

FIELD HOCKEY CANADA

FHC Representative Name (Printed) _____

FHC Representative Signature _____

ATHLETE

Athlete Name (Printed) _____

Athlete Signature _____

Parent or Guardian (Printed) _____

Parent or Guardian Signature _____

Date _____

**FIELD HOCKEY CANADA RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**
FOR THOSE THE AGE OF MINORITY (18 years or younger)

WARNING! By signing this document, you will waive certain legal rights; including the right to sue in circumstances outlined in this agreement. Please read carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant of a 2022 Field Hockey Canada Junior, Next Gen or Senior National Domestic or International Program (hereinafter the "Program"), the sport of field hockey and the travel, programs, competitions and activities associated with the Program, the undersigned, being the Participant acknowledges and agrees to the following terms:

Disclaimer

2. Field Hockey Canada, their respective directors, officers, committee members, members, employees, volunteers, participants, contractors, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of field hockey, an event, and any travel, competitions or activities associated to the Program, caused by the risks, dangers and hazards associated with the sport of field hockey, travel to an event, competitions, or activities associated with the Program. Description of Risks
3. The Participant is participating voluntarily in the Program, the sport of field hockey and any travel, events, competitions or activities associated with the Program. In consideration of my participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Program, the sport of field hockey and any travel, events, competitions or activities associated with the Program and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. The sport of field hockey;
 - b. Executing strenuous and demanding physical techniques and/or exerting and stretching various muscle groups;
 - c. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - d. Collisions with the field hockey boards (indoor), goalie nets, and the playing surface;
 - e. Being struck or physical contact with field hockey sticks, balls, and other participants;
 - f. Variations in playing surface;
 - g. Failure to properly use any equipment or the mechanical failure of any piece of equipment;
 - h. Failure to stay within the designated playing or practice area;
 - i. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke, or hypothermia;
 - j. Exposure to allergies; and/or
 - k. Travel to and from the Program and associated non-competitive events.

4. Furthermore, the parties are aware:
 - a. That injuries sustained can be severe;
 - b. That the Participant may experience anxiety while challenging themselves during the Program, travel to the Program or the sport of field hockey and the risk of injury increases as they become fatigued; and
 - c. That the Participant's risk of injury is reduced if they follow all rules established for participation.

Release of Liability

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a. That the Participant's physical condition has been verified by a medical doctor to participant in the sport of field hockey and to travel and participate in the Program;
 - b. To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the sport of field hockey, and my participation in and travel to the Program;
 - c. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Program, the sport of field hockey, any travel, events, competitions or activities associated with the Program, or from any breach of contract.

Acknowledgement

6. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

MEDICAL RELEASE If the Participant or their identified emergency contact is unavailable during a medical emergency, consent is given for the Squad Coach or Athletic Practitioner to sign on behalf of the athlete.

PHOTO RELEASE I authorize the National Sport Organization and/or its staff, associates, assistants, or subcontractors to use photograph(s), video and other media image provided for any promotional, educational or other pertinent uses. These images may include, but are not exclusive to, club, coach, athlete and/or parent, and/or volunteer submissions for contests, the sections of NSO's website, and various Club and PSO reports to the NSO. I authorize the NSO to permit the use and display of photographs and/or recordings of my images in any NSO publication, multimedia production, including video and web usage, display, or advertisement. I agree that the NSO may use name, likeness, or information supplied by the undersigned. The undersigned releases and forever discharges the NSO, its agents, officers and employees from any and all claims and demands arising out of or in connection with the use of said photographs / recordings, including but not limited to, any claims for invasion of privacy or defamation.

FHC Athlete Agreement FHC Policies and Procedures

This is to acknowledge that I have read Field Hockey Canada's NextGen Handbook and associated athlete documents, including:

- NextGen Athlete Handbook
- Code of Conduct
- Discipline & Complaints Policy
- Appeals Policy
- Anti-Doping Policy
- Junior National Team Selection Policy
- Finance Policy: National Team Levies & Outstanding Athlete Account