



# FIELD HOCKEY CANADA'S MASTERS 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 FIH recognizes World Masters Hockey ("**WMH**") as the organization responsible for organizing and managing Masters field hockey competitions globally;

AND WHEREAS FHC administers in Canada programs ("**Masters Programs**") for Masters field hockey athletes, as defined by WMH;

AND WHEREAS the ATHLETE is a registered participant of FHC and wishes to participate in FHC Masters Programs;

AND WHEREAS FHC and the ATHLETE wish to, between them, establish their respective obligations;

THEREFORE, FHC AND THE ATHLETE HEREBY AGREE:

## 1. OBLIGATIONS OF FHC

FHC shall:

- a. Maintain a Masters Committee with responsibility to
  - i. provide oversight of all Masters Field Hockey activities and Masters Programs in Canada, including outdoor, indoor, domestic and international;
  - ii. guide and encourage development of Masters players for both domestic and international events; and
  - iii. identify and encourage active participation of Masters coaches and officials in domestic and international events;  
(the "**Masters Committee**").
- b. Approve, publish and communicate to the ATHLETE, the athlete selection criteria for the Masters Programs. These criteria will be set out in the Masters Athlete Selection Policy, which will be published on FHC's website and which may be amended from time to time;
- c. Invite, select, prepare and operate national Masters teams of athletes, coaches





and other support staff to represent Canada in international Masters field hockey competitions in accordance with the strategic plan, budget and policies of FHC in effect from time to time;

- d. Support the planning and management of training programs and competitive activities for the ongoing development of all athletes and the Masters Program in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- e. Where the ATHLETE is selected to participate in an FHC approved international Masters competitive event, contribute to the funding of expenses related to the Masters Program in accordance with the budget and policies of FHC in effect from time to time, which may not provide for any such funding;
- f. Where the ATHLETE is selected to participate in an FHC approved international Masters competitive event, provide a clear understanding of any specific financial obligations the ATHLETE is expected to bear related to that event;
- g. Certify the ATHLETE'S eligibility to compete in FIH Masters events, provided the ATHLETE satisfies FIH eligibility criteria, is a registered participant in good standing of FHC, is not in breach of any terms of this Agreement, and satisfies WMH's eligibility criteria for Masters athletes;
- h. Assist the ATHLETE in obtaining appropriate sport science expertise and medical care;
- i. Where the ATHLETE is selected to participate in a specific Masters event, ensure that Masters athletes are insured under the same or similar health and accident insurance policies FHC acquires for its senior national teams in accordance with the budget and policies of FHC in effect from time to time;
- j. 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;
- k. Provide Masters Program information to the ATHLETE either by e-mail or posted on the FHC website, or upon request, physical copies of all relevant FHC Policies pertaining to the Masters Program, in effect from time to time, including but 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 Masters Programs and national teams;
  - 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; and
  - vi. Any other relevant policies as approved by FHC from time to time, circulated to the ATHLETE, published on the FHC website.
- I. Communicate with athletes both orally and in writing in the language of their choice (French or English); and
- 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. As a registered participant of FHC, behave in a courteous and respectful manner and adhere at all times to FHC's policies relating to conduct as amended from time to time, including but not limited to, the Discipline Policy, Appeals Policy, Alternative Dispute Resolution Policy, Harassment Policy, Gender Equity Policy, Social Media Policy, Confidentiality Policy and Conflict of Interest Policy. Copies of FHC's policies are available on FHC's web site or upon request from the national office;
- b. Agree to provide their consent to be bound by the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (the UCCMS), as amended from time to time, and to be subject to proceedings initiated related to potential violations of the UCCMS, including, without limitation, accepting the jurisdiction of the OSIC/Abuse-Free Sport if they are, at any point, designated as a UCCMS Participant by the FHC;
- c. Read and understand FHC's Social Media Guidelines for Athletes and ask for clarification and additional guidance when necessary;
- d. Maintain status as a registered participant in good standing of FHC and as per policies set by FHC, pay any and all applicable dues, insurance fees, and national team levies as approved and assessed by the Masters Programs and FHC from time to time;
- e. Under the supervision of the coach appointed for the Athlete's applicable Masters team (the "Coach") or his/her designate, actively participate in all training programs, competitive activities, evaluation activities, and reporting procedures approved by the Coach or by FHC for the Masters Program;



- f. Demonstrate commitment to high performance field hockey by:
  - i. Developing and maintaining a high level of fitness appropriate for a Masters athlete;
  - ii. Following any individual training and competitive program approved by the Coach;
  - iii. Maintaining regular contact with the Coach or with his/her designate;
  - iv. Maintaining training logs and reporting as may be requested by the Coach; and
  - v. Participating in athlete monitoring and sport science tests as may be requested by the Coach or his/her designate.
- g. Notify the Coach or his/her designate promptly of any injury or other legitimate reason that might prevent the ATHLETE from fulfilling any obligations under this Agreement;
- h. 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;
- i. Subject to any contractual obligations of FHC to a clothing supplier as FHC may advise the ATHLETE, whenever reasonably practicable wear and use approved current national team uniforms at all national team activities including formal pre-event 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;
- j. Supply FHC with biographical information as may be requested, and notify FHC immediately of any change of address;
- k. As a member of FHC and of the National Teams 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;
- l. Execute any further documents that may be reasonably required by FHC to give effect to the undertakings set out in this Agreement;
- m. 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;
- n. During or at National Team training camps and competitions, avoid consuming intoxicants to a level that would reasonably be expected to impair the Athlete's ability to speak, walk, or drive, or cause the Athlete to behave disruptively or in a manner that brings disrepute to the Masters Program or FHC;
- o. Avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the FIH and the Canadian Policy on Doping in Sport;





- p. 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;
- q. 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;
- r. Adhere to and comply with FHC's appeal procedure;
- s. 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, Masters Program committees or sub-committees, 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; and
- t. 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 Masters 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 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; and

- 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**

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:

- a. 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; and
- 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, WMH 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 Coach, 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 FHC CEO and the FHC President shall be copied on all correspondence pertaining to the alleged breach;
- d. In the event that the Coach and relevant staff cannot remedy the alleged breach within 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 Masters Program privileges;
  - iii. suspending the ATHLETE from further participation on the Masters Program, either for specified events or for a specified period of time;
  - iv. dismissing the ATHLETE from the Masters 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 Coach, Manager High Performance, a member of the Masters Committee or sub-committee, 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; and
- 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.

## 6. DURATION OF AGREEMENT

This Agreement comes into force on the date of execution by FHC and the ATHLETE and





terminates at the conclusion of the Masters event for which the ATHLETE is selected, 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

#### FIELD HOCKEY CANADA

FHC Representative Name (Printed) \_\_\_\_\_

FHC Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

#### ATHLETE

Athlete Name (Printed) \_\_\_\_\_

Athlete Signature \_\_\_\_\_

Date \_\_\_\_\_







## FIELD HOCKEY CANADA

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

***FOR THOSE THE AGE OF MAJORITY (19 years or older)***

**WARNING! By signing this document, you will waive certain legal rights; including the right to sue in circumstances outline in this Agreement. Please read Carefully.**

This is a binding legal agreement; therefore, clarify any questions or concerns **before** signing. As a Participant of a **Field Hockey Canada MASTERS 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**

1. 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 anykind 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**

2. 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.

**3. 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**

- 4. In consideration of the Organization allowing the Participant to participate, the Participant agrees:
  - a. That the Participant's physical condition has been verified by a medical doctor to participate 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 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**

- 5. 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.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date





## 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.

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

## 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.

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_



