



2017 CANADA SUMMER GAMES

TEAM NEW BRUNSWICK

PARTICIPANT AGREEMENT

1.0 INTRODUCTION

Team New Brunswick is committed to ensuring a quality experience for all members participating at the Canada Summer Games to be held in Winnipeg, Manitoba from July 28th to August 13th, 2017.

This *Agreement* applies to all athletes, coaches, managers, mission staff and support staff that receive Team New Brunswick official accreditation at the Canada Games. It sets out the terms and conditions under which the Participant has been confirmed as a member of Team New Brunswick for the 2017 Canada Summer Games. The Participant understands that his/her nomination by his/her Provincial Sport Organisation (PSO) is conditional upon entering into this Agreement and complying with the terms and conditions herein.

Please read this document carefully so as to understand it and the consequences resulting from any breach of its terms.

It is very important to return page 7 duly signed to your coach or to the Chef de Mission of Team New Brunswick before your departure to the Canada Games.

****A parent's or legal guardian's signature must accompany agreements of participants under the age of majority.***

2.0 PARTICIPANT'S OBLIGATIONS

All members of Team New Brunswick are expected to conduct themselves in a manner consistent with high ethical standards and to promote pride and good will for the province through their behaviour and attitude. Team New Brunswick members are ambassadors for the province from the time they begin to train as a Canada Games team member until they return home from the Games.

As a member of Team New Brunswick, I agree:

- 2.1 to observe and to comply with this Agreement;
- 2.2 to observe and comply with all reasonable instructions given by the Chef de Mission, Assistant Chef de Mission and any person appointed by them;
- 2.3 to conduct myself at all times as a respectful member of Team New Brunswick, and specifically, to conduct myself in an appropriate manner so as not to bring myself, my team or Team New Brunswick into public disrepute;
- 2.4 to refrain from making, commenting on, issuing, authorizing, offering, or endorsing any public criticism or statement to the media, to others or through social media that negatively reflects on the team or any team member(s) or the host organizing committee or that can have a negative impact on team morale and image.
- 2.5 to keep the team uniforms clean and presentable, to wear the Team New Brunswick clothing in the manner in which they are designed to be worn at the events and for the purposes for which they are provided, without modifying them or adding to them in any way;
- 2.6 to live in the assigned residence for the duration of the Games and to keep my coach informed of my whereabouts at all time. *If I wish to leave my team for any reason, I will request permission before hand from my coach **and** manager;*
- 2.7 to respect the spirit of fair play and behave accordingly and refrain from any behaviour, use of language or comments, which are sexist, racist, abusive, disrespectful or otherwise offensive;
- 2.8 to respect the daily curfew (in room/quiet time at 11:30, lights out at midnight);
- 2.9 to refrain from drinking alcohol or using any non-medical drugs or tobacco products during Games or during travel to or from Games. *Adults can only drink alcohol in authorized areas and must ensure at all times that their ability to perform the responsibilities of their position is not impaired.*

3.0 TEAM DISCIPLINE

- 3.1 If information comes to the attention of the Chef de Mission at the Games, whether or not the Games themselves are officially opened or closed, that a participant may have by his/her conduct breached this Agreement or may have misrepresented some statement made in this Agreement, the determination of whether this is in fact the case and the disciplinary measures, if any, to be taken against the participant shall be made by the Chef de Mission, in conformity with the findings and determination of the Discipline Committee, using the guidelines outlined in the ***Team New Brunswick Code of Conduct Policy***.
- 3.2 Before taking any action against a participant, he/she shall be informed of the procedures outlined in the ***Team New Brunswick Code of Conduct Policy*** and be given an opportunity and reasonable time to respond to any allegations made, having regard to the nature of the allegations, the benefit to the participant and the team of a prompt but fair determination of the action, if any, that is to be taken against the participant, and the time constraints of the Games themselves which may require a speedy determination and resolution of the matter.
- 3.3 A participant can appeal the decision imposed by the Chef de Mission by requesting a review from the Sport Dispute Resolution Centre of Canada (SRDCC).

4.0 INFRACTIONS

- 4.1 The following offenses will be reprimanded according to their severity. The sanctions may vary from a simple warning and may go to your immediate return home at your own expense:

Minor Infractions:

- use of tobacco products, including snuff and chewing tobacco
- a minor disturbance or disruption after quiet time in the Athletes' Village
- disrespectful behaviour (includes online activities)
- unsportsmanlike conduct
- failing to follow the dress code for official functions

Major Infractions:

- repeated minor infractions
- unsportsmanlike conduct such as fighting
- curfew violations or major disruptions after “quiet time”
- use of alcohol or drugs
- activities or behaviour that disrupt competition
- pranks, jokes or other activities that endanger the safety of others
- offensive, abusive, racist or sexist comments (includes online activities)
- criminal activities

5.0 DOPING

- 5.1 I agree to avoid the use of banned substances that contravene the rules of my international sport federation and of the Canadian Policy Against Doping in Sport.
- 5.2 I agree to submit to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by the national sport organisation, the Canadian Centre for Ethics in Sport, the Canada Games Council or other authorities designated to do so.
- 5.3 I acknowledge that I have made myself aware of the rules governing the use of banned and restricted doping substances and practices according to the World Anti-Doping Code as presented on the WADA Website (www.wada-ama.org).

6.0 SOCIAL MEDIA

- 6.1 Only the selected members of the social media team are allowed to speak on behalf of Team New Brunswick using the official Team NB social media accounts. The Team New Brunswick management team, in particular the Communications Officer, will designate who has the authority to speak on behalf of Team New Brunswick.
- 6.2 All online conduct should be dictated by the following principles:

Be Respectful

- No spam, untruthful, defamatory, derogatory or discriminatory comments and expletives. Remain polite and appropriate at all times.
- No sharing or divulging photos, videos or comments which promote negative influences or criminal behavior

Be Responsible

Before posting, ask yourself the following questions:

- Would I say this to a coach or athlete? A journalist?
- Would I mind if this comment was published in a newspaper?

Take a moment

Don't post anything you wouldn't post on a billboard

- Social media is not private. No matter how high privacy settings are, followers can still screen capture social media profiles and share it to the world.

Be authentic and transparent

- Remain truthful and accurate at all times
- Write in the first person and be clear that you are speaking for yourself and not on behalf of Team New-Brunswick.

Be a team player

A team sticks together both online and offline

- Never publically speak ill of teammates, coaches or support staff.

- 6.3 Violation of these guidelines by an accredited Team New Brunswick participant may be subject to disciplinary action.

7.0 FINANCIAL RESPONSABILITY

- 7.1 As a team member, I am wholly responsible for all my personal expenses during the Games, including the costs of any medical equipment, prescriptions, entertainment, equipment not considered part of the team's equipment, etc.

8.0 GOVERNING LAW

- 8.1 This Agreement shall be treated as a contract made in the province or territory of residence of the participant and must be construed according to the laws of that province or territory. However, if the participant's residence is outside of Canada, this Agreement shall be treated as a New Brunswick contract and must be construed according to the laws of New Brunswick.

9.0 SEVERABILITY

- 9.1 Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement and the application thereof, other than those provisions which shall be held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

10.0 MODEL RELEASE AGREEMENT

- 10.1 I agree that the specified photograph(s), work expressed by any process analogous to photography, video or cinematographic film produced by, at the request or under the direction or control of Team New Brunswick as represented by the Department of Tourism, Heritage and Culture (the Department) and in which I figure, may be used, reused, altered, adapted, modified, cropped, produced, reproduced by mechanical or electronic means, published, republished, displayed, broadcast, distributed to the public, communicated to the public by telecommunication or exhibited in public, preserved, conserved and archived by the Department, their legal representatives, employees or any person acting on their behalf for any purpose whatsoever, including but not limited to, in any publication, broadcast, posting on the Internet, advertising or display.
- 10.2 I agree not to receive compensation or other payment of any kind, including, but not limited to, any royalties for the use of such material and I agree to waive any right to approve such use.
- 10.3 I hereby release the Department, their legal representatives, employees or any person acting on their behalf, from any and all claims of any kind which I might otherwise have, now or in the future, in connection with the use, in whole or in part, of the work including, but not limited to, any and all claims for invasion of privacy and libel.

11. RELEASE AND WAIVER OF LIABILITY

11.1 I, hereby, in the name of my heirs, successors, executors or administrators, release the Department, officers, employees, servants and agents from all forms of action, causes of action, claims and demands of any kind, nature or character, that I may have, now have or will have or that my heirs, successors, executors, administrators, may hereafter have, individually or collectively, and I discharge the Department, her officers, employees, servants and agents for all damages, losses, sicknesses or injury, including death, which I may suffer or undergo with respect to my membership in the New Brunswick delegation, my association with it, my admittance and participation in the 2017 Canada Summer Games, and all other actions, causes of action, claims or demands are hereby abandoned.

PARTICIPANT AGREEMENT

MUST BE COMPLETED AND SIGNED BEFORE YOUR DEPARTURE

Submit to : Team New Brunswick teamnb@gnb.ca	
Name of participant (please print)	_____
Discipline	Sport _____ Role Athlete <input type="checkbox"/> Coach <input type="checkbox"/> Manager <input type="checkbox"/> Mission <input type="checkbox"/> Other <input type="checkbox"/>
Date of birth	____/____/____ (day / month / year)

I have carefully read and fully understand this Participant Agreement and I affix my signature below freely and without constraint.

In Witness Whereof, I sign:

Participant's Signature

Date of Signature

Signature of Witness

Name of Witness (please print)

*All participants under the age of 19 must have it signed by a parent or legal guardian. This signature is in addition to, and not in place of, the participant's signature.

Parent/Guardian Signature

Date of Signature

I have reviewed the Participant Agreement, and in particular the Participant's Obligations Section, with my child and verified that my child understands what is expected and required of him/her by this Agreement and what can happen if he/she fails to conduct himself/herself in compliance with the Agreement.



PARTICIPANT RELEASE, WAIVER AND CONSENT

NOTE: by signing this document you are giving up important legal rights, including the right to sue in case of personal injury.

1. Release Regarding Images:

I, as the 'PARTICIPANT',

Print first and last name of participant

OR as the 'GUARDIAN'

(if the participant is under the age of 19)

Print first and last name of parent/guardian

I, agree that any photograph, work expressed by any process analogous to photography, video or cinematographic film (the Work) produced by, at the request or under the direction or control of the Canada Games Council, the Province of Manitoba or under its supervision during the 2017 Canada Games and in which I, or the minor person, appear may be used, adapted, altered, cropped, produced, published, republished, distributed to the public, communicated to the public by telecommunication, publicly presented as a cinematographic work, presented at a public exhibition or archived by the Canada Games Council, the City Winnipeg, the Province of Manitoba or the Federal Government their representatives, assigns, employees and agents and any person acting under their authority, for any purpose related to departmental programming and its promotion throughout the world and indefinitely including but not limited to, in any publication, broadcast, posting on the Internet (Web) advertising or display, and I hereby forever release and discharge the Canada Games Council, the Winnipeg 2017 Canada Games Host Society, the Province of Manitoba or the Federal Government their representatives, assigns, employees, agents and any person acting under their authority from any claims of any kind arising out or in connection with the use of the Work, including, without limitation, any and all claims for invasion of privacy and libel.

2. Waiver of Rights Regarding Images: I hereby waive any and all rights I may have in the Work, including moral rights, and I hereby waive any right to receive remuneration of any kind, including but not limited to royalties, for the use of the Work.

3. Consent Regarding Personal and Medical Information: I hereby grant to the Canada Games Council, the Winnipeg 2017 Canada Games Host Society, the Province of Manitoba and the Federal Government the following rights to collect, use and disclose my personal information given by me during the Games:

- a. To collect and use, without payment of any fee, charge, or compensation of any kind, including royalties, any and all written information about me (but not including information given on the Medical Form), for non-commercial promotional purposes, or research purposes and I also agree to waive any right to approve such use or disclosure now and in the future;
- b. To disclose my personal information (including medical), collected during the registration process in GEMS.pro, to my Provincial/Territorial Chef de Mission and mission team medical lead;
 - i. Information collected during the registration process in GEMS.pro may be stored on servers located outside of Canada. For more information regarding the GEMS.pro privacy policy please see http://cg2017.gems.pro/Images_Standard/PrivacyPolicy.pdf

- c. To disclose my personal information, collected during the registration process in GEMS.pro to the Winnipeg 2017 Canada Games Host Society medical personnel and, if applicable, to local medical partners, in order for them to provide me with necessary medical treatment I may require while participating in the Games;
 - d. If I am removed from play for medical reasons, to disclose information pertaining to my removal from play, including the specific medical condition or injury, to my Provincial/Territorial Chef de Mission and mission team medical lead;
 - e. To use or disclose any and all personal medical information about me in an anonymous form only, for the purposes of creating reports and to do statistical analysis of medical incidents among games participants.
- 4. Release and Waiver Regarding Personal Injury:** I hereby forever release the Canada Games Council, the Winnipeg 2017 Canada Games Host Society, its volunteers, servants, agents, employees and other participants of the Games, from any and all claims, actions, costs, demands and expenses arising out of or in consequence of any loss, injury or damage to my person or personal property incurred while attending at or participating in the Games, notwithstanding that any such loss, injury or damage may result from the fault of the Society, its volunteers, servants, agents, employees or other participants of the Games, insofar as the fault is not of an intentional or grossly reckless, careless or negligent nature.
- 5. Canadian Anti-Doping Program (CADP):** Canada Games Council has adopted the 2009 Canadian Anti-Doping Program (CADP), which is the set of rules that govern doping control in Canada. Administered by the Canadian Centre for Ethics in Sport (CCES), the CADP applies to all individuals, whether in the role of athletes or athlete support personnel, who are registered for and participate in this event. By signing below, I acknowledge that I am aware that the CADP applies to me and that I am subject to the CADP. Completion of an online education course may be required as part of my registration of this event. By participating in this event, I consent to the application of the CADP to me. For further information, please visit the Athlete Zone on the CCES website <http://cces.ca/athletezone>.

I declare that I have read and understood the foregoing release and authorization before signing below.

Participant Name (all ages):	<small>Print first and last name of participant (of all ages)</small>
Address:	
Signature of Participant:	Date: _____

If participant is under the age of 19:

<i>Complete this section only if the participant is under the age of 19:</i>	
Parent/Guardian's name:	<small>Print first and last name of parent/guardian ONLY if participant is under 19</small>
Address:	
Signature of Parent/Guardian:	Date: _____



CONSENT FOR MEDICAL, THERAPEUTIC, CHIROPRACTIC AND/OR SURGICAL TREATMENT

I, _____ (PRINT name of participant), authorize the Physician and/or Therapist and/or Chiropractor, and/or Psychologist, to perform any procedure, treatment or prevention deemed to be clinically indicated and necessary as well as care provided by any health care professional to which I am referred provided by the Winnipeg 2017 Canada Games Host Medical Services.

The anticipated nature, effects, alternatives to and possible complications of the investigative procedure or treatment are to be explained to me by the Physician, Therapist, Psychologist, or Chiropractor prior to receiving treatment. In the event of a life threatening emergency, I authorize the recommended course of treatment without being provided an explanation.

I understand that in all medical and surgical procedures, there are remote risks that cannot be anticipated.

I also consent to such additional or alternative investigation, operative or treatment procedures as may be found to be immediately necessary during the course of such procedure, operation or treatment.

I consent to the administration of such anesthetics as are necessary, with the exception of banned or restricted substances as per detailed out by the Canadian Anti-Doping Policy currently in effect.

I certify that I have read and fully understand the above consent for: Therapeutic / Chiropractic, Medical, Psychological, and/or Surgical Treatment.

I hereby further consent to the release of medical information to my Provincial / Territorial Chef de Mission and to health professionals for the continuity of care or Public Health in the event of injury to myself / the participant or other medical emergency. Such release shall only apply to an injury or other medical emergency or existing condition requiring treatment during the Winnipeg 2017 Canada Games and shall only be effective during the Winnipeg 2017 Canada Games or such reasonable time related thereto.

Date

Signature of Participant, Next of Kin or
responsible Guardian

Signature of Witness

Relationship to participant (if applicable)