



**TEAM MEMBERSHIP AGREEMENTE – ATHLETES
2020/21 Skate Canada Manitoba HP Team Member**

ATHLETE INFORMATION

First Name _____ Last Name _____
Current Address _____ City _____ Province _____
Home Phone _____ Cell Phone _____ email _____

PARENT/GAURDIAN INFORMATION IF 18 YEARS OF AGE AND YOUNGER

Parent/ Guardian: _____ Address _____
Telephone: _____ E-mail _____

Your selection as a member of the above 2020/21 Skate Canada Manitoba Team is conditional on you entering into this Agreement and observing its terms.

You should carefully read this Agreement so as to understand its terms and the consequences flowing from any breach of its terms.

This Agreement will commence upon the later of:

- a) The receipt of this Agreement from you either electronically or in hard copy to the Technical Consultant of Skate Canada Manitoba at the address shown below; or
- b) Your selection as a member of the 2020/21 Skate Canada Manitoba Team

Please ensure that you retain a copy of this Agreement for your reference.

Skate Canada Manitoba
145 Pacific Avenue
Winnipeg, MB
R3B 2Z6

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ADDITIONAL REFERENCE DOCUMENTS

Skate Canada Manitoba Standing Rules

Skate Canada Member Policy

2020/21 Team Structure and Criteria

Proposed Amendments to the general by-laws and Standing Rules & Amendments to the Amendments

These documents are available on the Skate Canada Manitoba website

TEAM MEMBERSHIP AGREEMENT – ATHLETES
2020/21 Skate Canada Manitoba Team Member

BETWEEN:

Name: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Email: _____

Hereinafter referred to as the “Athlete”

AND

SKATE CANADA MANITOBA
145 Pacific Avenue
Winnipeg Manitoba
R3B 2Z6

Preamble

Skate Canada Manitoba is the provincial governing body of the sport of figure skating in Manitoba;

Skate Canada Manitoba organizes Teams for the purpose of Development and to represent Skate Canada Manitoba;

The Athlete has been selected to, and wishes to be an active participant of the 2020/21 Skate Canada Manitoba Team; and

Skate Canada Manitoba and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

1: MEMBERSHIP

1.1 The Athlete acknowledges that acceptance on the 2020/21 Skate Canada Manitoba Team is an honour and a privilege and that placement on the Team is subject to the Athlete’s compliance with the terms of this agreement.

2: TERM AND TERMINATION

2.1 This Agreement will be effective on the date of execution of this Agreement and will terminate on March 31st, 2021 (except for those provisions which are specifically identified as continuing in effect beyond that date) unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Skate Canada Manitoba's Policies.

2.2 The Athlete may terminate this Agreement at any time by providing written notice of termination to Skate Canada Manitoba. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the Team. No refunds will be given if such action is taken.

2.3 Skate Canada Manitoba may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a breach of Skate Canada Manitoba Athlete Code of Conduct or has been found guilty on a doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent Skate Canada Manitoba. Any decision by Skate Canada Manitoba to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Skate Canada Manitoba's Appeal Policy. No refunds will be granted if such action is required.

3: MEMBERSHIP BENEFITS

****NOTE: Due to COVID19 the programming this year will be fluid. We will be committing to providing value to the athlete representative of the costs associated with their programming, either in person, or online.****

3.1 Skate Canada Manitoba agrees to provide the Athlete, as a member of the Team, with the following benefits at the sole and absolute discretion of Skate Canada Manitoba:

- a) 2 day High Performance seminar at a cost of \$200 per skater (Date to be determined)
- b) 2 annual Fitness Tests to be attended at 145 Pacific Avenue
- c) 2 Training Bursts (1 Summer/ 1 February)
- d) 1 High Performance Simulation Event (Date to be determined)
- e) Sports Psychology Subsidy
- f) Coach access to High Performance Coach Funding opportunities
- g) Opportunities for financial rewards as per Skate Canada Manitoba Polices

4: ATHLETE OBLIGATIONS

4.1 As a member of the Team, the Athlete shall:

- a. Comply with and be bound by Skate Canada Manitoba's Athlete Code of Conduct, Skate Canada's Code of Conduct and any corresponding guidelines and policies relating to the discipline, Skate Canada Manitoba directions and policies and the terms of this Agreement;
- b. Maintain criteria and minimum standards set out in Team Structure
- c. Keep copies of report cards from competitions filed, and submitted if requested by Skate Canada Manitoba's Technical Consultant
- d. Attend all required Team Events
- e. Notify the Skate Canada Manitoba Technical Consultant of any injury preventing attendance at a required event, or an extended period of time off training, which results in an inability to meet Team Criteria

- f. Respect the spirit of fair play and non-violence and behave accordingly;
- g. Take all measures to obtain and maintain exceptional mental and physical health and encourage and support measures relating to the medical care, health and well-being of all Team Members.
- h. Perform at the highest possible standard at each event/ competitions and carry out the Athlete's duties in this regard to the Team to the best of the Athlete's ability.
- i. Not at any time engage in conduct (whether publicly known or not and whether before or after the date of my selection), which has brought, brings or would have the tendency to bring the Athlete or Skate Canada Manitoba into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interest of Skate Canada or Skate Canada Manitoba.
- j. Comply with all reasonable directions of, and arrangements made by Skate Canada Manitoba
- k. Co-operate and assist Skate Canada Manitoba in any matter arising in relation to compliance with the terms of this Agreement, even if to do so might tend to incriminate the Athlete or expose the Athlete to a penalty, sanction or other disciplinary measure. This includes honestly and fully disclosing and continuing to disclose any information to skate Canada Manitoba concerning any matter arising in relation to the Athlete's compliance with this Agreement, including the obligations set out in this clause immediately upon becoming aware of any such matter, and ensuring that any disclosure is not false or misleading.

4.2 With respect to the Athlete's personal information, the Athlete agrees that:

- a. Skate Canada, Skate Canada Manitoba and Sport Manitoba may collect personal, biographical and health information if pertinent to the program.
- b. Skate Canada Manitoba may store, use or disclose personal information about the Athlete for the purpose of participation and selection of the Team and in accordance with Skate Canada Manitoba's Privacy Policy.

4.3 Except as otherwise provided in this Agreement, the Athlete acknowledges that:

- a. The Athlete will inform Skate Canada Manitoba of changes in the Athlete's personal details.
- b. The Athlete may request access to or change to (including the removal of) personal information Skate Canada Manitoba holds about the Athlete by contacting the Technical Consultant at skate.td@sportmanitoba.ca. In the event that removal of data will not be possible, the Athlete will be told why and the consequences of such withdrawal. For example, information may be necessary for the Athlete's participation of an event, or information may have already been published and cannot be modified.

5: DISCIPLINARY PROCEDURES

5.1 The Athlete acknowledges that if the Athlete breaches any term of this Agreement at any time other than during an event in which the Athlete is representing Skate Canada Manitoba, such breach and any disciplinary sanctions that may be applied will be determined in accordance with Skate Canada Manitoba's Discipline and Complaints Policy. To the extent that Skate Canada Manitoba requires information from the Athlete in relation to the determination of the breach and/or sanctions, the Athlete will comply with their obligations under the clause 4.1.

5.2 The Athlete acknowledges that if the Athlete breaches any term of this Agreement at an event in which they are representing Skate Canada Manitoba, such breach and any disciplinary sanctions to be applied will

be determined by the Technical Consultant, Executive Director, or Team Leader assigned by Skate Canada Manitoba. To the extent that any authorized personal requires information from the Athlete in relation to the determination of the breach and/or sanctions, the Athlete will comply with my obligations under clause

5.3 The sanctions may include but are not limited to:

- a. Requiring the Athlete to leave the Event in questions (at the Athlete's expense)
- b. Excluding the Athlete from competition or participation at an Event
- c. Requiring the Athlete to take or not take such action as deemed appropriate by Skate Canada Manitoba or authorized delegate(s)
- d. Such other measure as determined by Skate Canada Manitoba

5.4 In addition to Section 5.2, further sanctions may be applied in accordance with Skate Canada Manitoba's Discipline and Complaints Policy.

5.5 Notwithstanding any other terms of this Agreement, Skate Canada Manitoba retains the right to withdraw any allocation of opportunities if, in the reasonable and fair exercise of its discretion, Skate Canada Manitoba 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) An Athlete is held to be "not in good standing: for any reason whatsoever as determined by Skate Canada Manitoba's established disciplinary procedures;
- c) The Athlete is unable or unwilling to meet the provisions of the established training and/or competition program agreed to between the Athlete and Skate Canada Manitoba; or
- d) The Athlete is unable to compete due to a health-related curtailment of activities.

5.6 The Athlete may appeal certain decisions of Skate Canada Manitoba, or certain decisions made by an individual delegated authority to make decisions on behalf of Skate Canada Manitoba, under the provisions of Skate Canada Manitoba's Appeal Policy.

6: MEDICAL CONSENT

6.1 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 vital organ, Skate Canada Manitoba or its agent (coach or other designated person) will adhere to the following procedure:

- a) Skate Canada Manitoba 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 Skate Canada Manitoba 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.

7: INSURANCE

7.1 The Athlete hereby acknowledges that Skate Canada Manitoba carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses, or travel claims. Skate Canada Manitoba 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.

8: GENERAL

8.1 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 Manitoba and the laws of Canada applicable therein.

8.2 The following documents are considered an integral part of this Agreement, which may be amended by Skate Canada Manitoba at any time and can be found on the Skate Canada Manitoba website:

Discipline and Complaints Policy

Skate Canada Manitoba Standing Rules

Skate Canada Member Policy

2020/21 Team Structure and Criteria

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

8.4 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.

8.5 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.

9: ACKNOWLEDGEMENT

1.1 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.

1.2 The Parties agree to the signing this Agreement electronically and the exchange of this Agreement by e-mail or fax if necessary.

10: MINORS

10.1 If I am under the age of 18 years, I acknowledge that this Agreement is for my benefit and my selection is conditional upon my parents or guardians providing the signed acknowledgment.

Skate Canada Manitoba

Printed Name

Signature

Date

Witness Name

Witness Signature

Athlete

Printed Name

Signature

Date

Witness Name

Witness Signature

11: PARENTS/ GUARDIANS ACKNOWLEDGMENT FOR MINORS

11.1 I/we are the parents/ guardians of the Athlete making this Agreement and acknowledge (and if more than one, jointly and severally) as follows:

- a. The athlete is under that age of 18 years at the date of signing this Agreement
- b. I/we have read and understand the terms of the Agreement and have fully explained the terms of this Agreement to the Athlete
- c. The Athlete has read this Agreement and, together with the benefit of our explanation understand the terms
- d. The Athlete's membership on the Team may be terminated at the discretion of Skate Canada Manitoba in the event of any breach of this Agreement with no refund of Team Fee's
- e. The Athlete may be disciplined through the withdrawal of privileges by Skate Canada Manitoba or the Technical Consultant or other appointed delegate(s) for misbehavior which does not warrant termination of membership from the Team

Parent/Guardian

Signature

Date

Witness Signature
