

TAEKWONDO ONTARIO

Athlete Agreement

AGREEMENT made this ____ day of _____, 20__

BETWEEN

TAEKWONDO ONTARIO (TO) having its provincial office

At 8889 Yonge Street, P.O. Box 31057, Richmond Hill, ON L4C 0V3 (hereinafter referred to as "the PSO/MSO")

AND

_____, residing at

_____ (hereinafter referred to as "the Athlete").

WHEREAS the Athlete wishes to be an active competitor in TO sanctioned events with his or her rights and obligations clearly defined;

WHEREAS the Ontario Talent ID program requires these rights and obligations to be stated in a written agreement to be signed by the TAEKWONDO ONTARIO and the Athlete who applies to be part of the program.

NOW THEREFORE the parties agree to the following:

Taekwondo Ontario's Obligations

1. The TAEKWONDO ONTARIO shall:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a Provincial Team) to represent Ontario in the sport of TAEKWONDO at National and International events;
- b. publish criteria for the selection of athletes to the Taekwondo Ontario Talent Identification program before the selection process begins for the particular sport;
- c. nominate all athletes who meet Taekwondo Ontario Talent Identification Criteria;
- d. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Ontario in the sport of TAEKWONDO in accordance with the budget of the TAEKWONDO ONTARIO;
- e. provide funding for the Athlete for training camps and competitions in accordance with the budget of the TAEKWONDO ONTARIO;
- f. provide and include in Agreement a dispute mechanism and related procedures/process that is in conformity with the principles of natural justice and procedural fairness.

Athlete's Obligations

2. The Athlete shall:



a. recognize the responsibilities of the coaches in coaching-related decisions and follow the training and competitive program mutually agreed to by the following:

- the TAEKWONDO ONTARIO Head Coach
- TAEKWONDO ONTARIO assigned event coaches
- the Athlete;

b. avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;

c. participate in all events as described in Appendix A of this Agreement;

d. notify TAEKWONDO ONTARIO immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming TAEKWONDO ONTARIO Talent Identification funded event. In the case of an injury, a certificate from a medical doctor setting out the specific nature of the injury will be forwarded to TAEKWONDO ONTARIO within three weeks of the injury and a certificate from a medical doctor is provided before participation in any TAEKWONDO ONTARIO event. In the case that this is not followed, the agreed upon athlete will be responsible to reimburse TAEKWONDO ONTARIO the full cost of the TAEKWONDO ONTARIO funded event

e. Notify TAEKWONDO ONTARIO of any injury or other legitimate reason that will prevent the Athlete from participating in the remaining TAEKWONDO ONTARIO Talent Identification event, whereas any partially or fully funded athlete will be required to either pay the entire value of the TAEKWONDO ONTARIO Talent Identification event or immediately end the participation in the event including the transportation back from event.

f. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation and the Canadian Policy on Doping in Sport;

g. 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;

h. participate, if asked by the TAEKWONDO ONTARIO to do so, in any Doping Control/Education Program developed by the TAEKWONDO ONTARIO in co-operation with Sport Canada and the CCES;

i. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;

j. adhere to and comply with Taekwondo Ontario's dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement;

k. Will not have any consumption of alcohol by underage Athletes.

l. Will not abuse alcohol (where abuse is defined as alcoholic consumption to a level that impairs the Athlete's ability to speak, walk, legally drive, or causes the Athlete to behave in a disruptive manner).

m. Not involve themselves in any illegal activities, including committing an act that is considered an offence under any law in the jurisdiction in which the act took place

- n. Not engage in any sexual activity between athletes and staff.
- o. Not involve themselves in the willful abuse of property owned, rented, borrowed or leased by Taekwondo Ontario, including but not limited to vehicles, hotel rooms and team equipment.
- p. agree that the participation as a Team Ontario member exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the "Assumed Risk").

3. Default of Agreement

- a. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, the following shall occur:
 - i. The one party shall notify the other party in writing of the particulars of the alleged default.
 - ii. 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.
 - iii. 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.
- b. 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. 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.

All minimum eligibility criteria for athletes within the Taekwondo Ontario Talent Identification program) apply to this agreement.

4. Resolution of Disputes

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

- a) In dealing with alleged breaches and disputes relating to this Agreement, time shall be of the essence.
- b) Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential. Except for disclosures to the Ontario Ministry of Tourism, Culture and Sport, which the ATHLETE and the TAEKWONDO ONTARIO hereby authorise for the purpose of the program, such information shall only be disclosed to outside parties with the express permission of TAEKWONDO ONTARIO and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of TAEKWONDO ONTARIO or the Government of Ontario, or is required by virtue of a contractual

commitment TAEKWONDO ONTARIO or the ATHLETE may have to another party or parties.

c) Where the Provincial Coach, in consultation with the VP responsible for the High Performance Program, 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 VP responsible for High Performance shall be copied on all correspondence pertaining to the alleged breach.

d) In the event that the Provincial Coach and VP responsible for High Performance cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to the President of TAEKWONDO ONTARIO who shall follow the Taekwondo Ontario policies.

e) Where the ATHLETE is of the view that the Provincial Coach, the VP responsible for High Performance, or any other representative of TAEKWONDO ONTARIO is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the TAEKWONDO ONTARIO President who shall follow Taekwondo Ontario's policies.

g) Any decision made with respect to an alleged breach of this Agreement may be referred to Taekwondo Ontario's policies pertaining to the resolution of disputes, including the TAEKWONDO ONTARIO Appeals Policy.



Governing Law:

This Agreement will be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

Duration of Agreement

This AGREEMENT comes into force on the date that announcing to the ATHLETE inclusion into TAEKWONDO ONTARIO Talent Identification Program and shall be in effect for a period of one year from the date of that Approval Letter, unless terminated earlier.

Athlete Declaration

I hereby declare that in return for any assistance provided by the TAEKWONDO ONTARIO Talent Identification Program, I undertake to fulfil all commitments and responsibilities outlined in this TAEKWONDO ONTARIO Athlete Agreement. I agree to refund the monetary value of any assistance provided to the athlete provided during this agreement duration if these terms are not met

Acknowledgement and Commitment Declaration

By virtue of my signature below, I acknowledge that I have read and understand the above Athlete Agreement and remain subject to the clauses outlined above. I agree to fully commit to a comprehensive training and lifestyle program designed for peak performance in the year ahead. If, for any reason, I become unable to fulfil this commitment, I will immediately notify Taekwondo Ontario. IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Consent to Support Services and Medical Treatment

Based on the size of the selected team, location of the competition, and identified needs of the Athletes, Taekwondo Ontario may choose to include any of the following support personnel on the Integrated Support Team (IST): Head Coach, team manager, dietician/nutritionist, registered massage therapist, physician, physiotherapist/athletic therapist, sport psychologist/mental performance consultant, physiologist, strength and conditioning coach, biomechanist, and chiropractor. If the Athlete is of legal age, hereby agree, and if the Athlete is not of legal age, his/her custodial parent, non-custodial parent or legal guardian who has signed this Consent similarly agrees, that the Taekwondo Ontario IST members have consent to perform such treatments or procedures which in the opinion of the duly qualified IST practitioner may be necessary to administer to the Athlete, towards supporting optimal performance. In case of illness or injury occurring to a taekwondo Athlete while under the supervision of Taekwondo Ontario or when participating in a Taekwondo Ontario provincial team program activity, Taekwondo Ontario or its Medical personnel shall make all reasonable efforts to contact the Athlete’s family, custodial and/or non-custodial parent(s)/legal guardian(s) who signs this Consent as an emergency contact, to obtain such consent. If efforts are unsuccessful, or if in the opinion of Taekwondo Ontario, if the Athlete is of legal age, hereby agree, and if the Athlete is not of legal age, his/her custodial parent, non-custodial parent or legal guardian who has signed this Consent similarly agrees, Taekwondo Ontario Medical Personnel are authorized to consent to such medical treatment, as a result of illness or injury.

Athlete signature

Date

Parent signature (if athlete is under 18)

Date

Signature of Witness

Date



Athlete Agreement – Appendix A

The athlete MUST register and participate in the following:

For Junior & Senior Black Belt Athletes:

- 1 provincial black belt event scheduled during the duration of the agreement
- 1 G ranked Open Event scheduled during the duration of the agreement
- All Provincial Training Camps Identified as Mandatory by Taekwondo Ontario

Note:

* Participation at a WTF sanctioned event or PSO/NSO recognized Event during a Provincial Black Belt Event or Mandatory Provincial Training Camp may be considered in lieu of attendance within the same 14 day period. TAEKWONDO ONTARIO must be informed of this participation in writing 30 days PRIOR to the event and reserves the right to approve/deny athlete participation.

* The agreement's duration (not to exceed one year from start of TAEKWONDO ONTARIO Talent Identification program)

