

CANADIAN SPORT INSTITUTE/PACIFICSPORT ATHLETE AGREEMENT



The Athlete (as defined below) agrees that he/she is an ambassador for his/her sport listed below (the "Sport"). For good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. The Athlete will **avoid any conduct or action that disparages** Canadian Sport Institute Pacific/PacificSport ("CSI"), or any of its present and future officers, directors, employees, volunteers, servants, agents, affiliates or independent contractors (collectively, the "CSI Parties").
2. The Athlete will **avoid the use of banned substances** and practices that contravene the rules of World Anti-Doping Agency (WADA), the rules of their International Federation or the Canadian Anti-Doping Program (2015).
3. The Athlete will act in accordance with a **harassment and abuse free environment**.
4. CSI cards are to be used **solely** by the registered athlete to whom the card was issued.
5. The Athlete will **notify in writing** the service provider (eg. CSI staff OR approved external provider) that finalized the appointment of any cancellations **at least 24 hours** prior to scheduled appointment, unless due to an emergency.
6. **No GymWorks facility will be held responsible for any property left in lockers** or on the premises.
7. The Athlete must treat the gym equipment with care, and **respect hours of access and age restrictions** for each GymWorks facility.
8. The Athlete must respect the servers, managers and other staff at FoodStuff facilities.
9. The Athlete agrees to abide by the rules of conduct for each GymWorks facility and FoodStuff facilities.
10. The Athlete fully understands and acknowledges that he/she risks (a) bodily injury, including mental injury, paralysis, dismemberment and death, while training for, participating in, or performing any activity in connection with the Sport, and (b) breach by any CSI Party of his/her right to protection and privacy of personal information provided to any CSI Party (collectively, the "Risks").
11. The Athlete freely and voluntarily assumes all Risks and all responsibility for any loss or damages to his/her property or person which may arise out of or in connection with the Risks, whether caused in whole or in part by the negligence or gross negligence of any CSI Party.
12. The Athlete, on behalf of himself/herself, his/her heirs, executors, administrators, assigns and next of kin, agrees not to sue or bring forth any legal proceeding at any time, and from time to time, against any CSI Party in connection with, and hereby forever releases each CSI Party from, any claims, demands, damages, actions or causes of action for any loss, injury or damage to his/her property or person arising out of or in connection with the Risks, whether caused in whole or in part by the negligence or gross negligence of any CSI Party.
13. If the Athlete does not abide by any provision of this Agreement, all privileges offered by any CSI Party to the Athlete may be terminated subject to the Standard of Conduct fully outlined in Section 8 of the Athlete Coach Services (ACS) Operations Manual, a copy of which will be provided to the Athlete upon request. If the Athlete wishes to appeal the decision he/she may contact his/her regional Athlete Services Representative for further information (see Section 9 of the ACS Operations Manual).

Privacy Act Information

The Athlete (a) acknowledges that any information, including personal information, he/she provides at any time, and from time to time, to any CSI Party will become part of the CSI database to be used for any purpose that such CSI party deems fit, including without limitation, for CSI funds development initiatives, athlete program initiatives, communication between athlete families and CSI, and promotional opportunities, and that such information will be available to all CSI Centres, and (b) agrees and consents to such collection, use or disclosure of any such information.

The Athlete agrees to the following:

1. The Athlete shall **avoid the use of banned substances** as outlined by the Canadian Anti-Doping Program (2015). The Athlete represents and warrants to CSI that he/she has read and understands the CSI Pacific Sport Supplement Policy (2016) (<https://www.csipacific.ca/services/sport-nutrition/>), and shall comply therewith in all respects.
2. The Athlete gives permission to CSI to share his/her name, contact details and any other personal information with any CSI Party, the viaSport Regional Alliance, Canadian Olympic & Paralympic Sport Institute Network, Canadian Olympic Committee, Sport Canada, Coaches Association of Canada and the Sport Branch of the Provincial Government.
3. The Athlete acknowledges that CSI has advised him/her that (a) seeing a medical health practitioner prior to beginning any training or testing regime is paramount to him/her performing and training in a safe and effective manner, and (b) if he/she is not eligible for direct medical guidance from a CSI medical health practitioner, that he/she seek out his/her own medical health practitioner before engaging in any training programs.
4. The Athlete gives permission to be contacted by any electronic means by any CSI Party for any reason, including regarding CSI funds development initiatives, athlete benefits, programs, services, newsletters, performance points and promotional opportunities.
5. The Athlete gives permission for CSI to use any photo and/or video that he/she appears in for any purpose, including for promotional and advertising purposes.
6. The Athlete represents and warrants to CSI that he/she has had sufficient time to read and understand this Agreement, understands his/her obligations under this Agreement and is aware that by signing this Agreement he/she is voluntarily waiving certain legal rights which he/she or his/her legal representatives may otherwise have against the CSI Parties.

Governing Law

This Agreement shall be governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Counterparts and Electronic Delivery

This Agreement may be executed and delivered in any number of counterparts, which when taken together shall constitute one and the same instrument. Delivery by facsimile or other electronic means of an originally executed signature page to this Agreement is as effective as personal delivery of such signature page.

NOTE for PacificSport registrants: by signing this form you agree to be a PacificSport member.

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For Parent/Guardian of the Athlete if the Athlete is under the age of majority in British Columbia as of the date of this Agreement

I, _____ (please print your name), as parent/guardian of the Athlete:

1. represent and warrant to CSI that (a) I have reviewed this Agreement with the Athlete, and (b) the Athlete understands his/her obligations under this Agreement and is aware that by signing this Agreement he/she is voluntarily waiving certain legal rights which he/she or his/her legal representatives may otherwise have against the CSI Parties;
2. give my consent to the CSI Parties to administer and obtain medical care for the Athlete for any injury or illness that he/she may suffer; and
3. on behalf of myself, my heirs, executors, administrators, assigns and next of kin, agree not to sue or bring forth any legal proceeding at any time, and from time to time, against any CSI Party in connection with, and hereby forever release each CSI Party from, any claims, demands, damages, actions or causes of action for any loss, injury or damage to the Athlete's property or person arising out of or in connection with the Risks, whether caused in whole or in part by the negligence or gross negligence of any CSI Party.

I, _____ (please print your name), as an athlete registered with CSI (the "Athlete"), agree to abide by my obligations under this Agreement.

Signature of athlete (named above)

Date

Sport

Signature of Parent/Guardian (If applicable)

Canadian Sport Institute Pacific/PacificSport

Per: _____
Authorized Signatory