



This Athlete Agreement is a legally binding contract and must be read carefully. Accepting the Athlete Agreement electronically confirms that it has been read and understood.

**VOLLEYBALL ALBERTA
TEAM ALBERTA ATHLETE AGREEMENT
(FOR ALL ATHLETES)**

BETWEEN:

Volleyball Alberta
11759 Groat Road
Edmonton, Alberta
T5M 3K6

AND

The Athlete Registering for the Team Alberta Program

Volleyball Alberta is the governing body for the sport of volleyball in the Province of Alberta and organizes teams (Team Alberta) to represent the Volleyball Alberta;

The Athlete wishes to be an active participant of Team Alberta;

Volleyball Alberta and the Athlete wish to clarify the relationship between them by establishing their respective obligations; **therefore, the Parties AGREE:**

Obligations of the Volleyball Alberta

1. Volleyball Alberta (VA) will:
 - a) Select and prepare Athlete(s) to represent Team Alberta in accordance with the budget and policies of VA;
 - b) Provide funding toward travel, accommodation and meal expenses for training and competitive activities of Team Alberta in accordance with the budget and policies of VA;
 - c) Provide team uniforms, footwear, apparel, products and equipment in accordance with the budget and policies of VA;

Obligations of the Athlete

2. The Athlete will:

General

 - a) Maintain status as an athlete in good standing with VA in accordance to the terms contained in this Agreement and VA's Policies.
 - b) Receive and read all information pertaining to Team Alberta supplied by VA.
 - c) Supply VA with biographical information as requested, including telephone, address and email, and keep VA updated on any such changes and promptly pay all dues, levies and fees as approved and assessed by VA.
 - d) Execute any further documents required by VA to give effect to the undertakings set out in this Agreement.

Policies and Conduct

 - e) Behave in a courteous and respectful manner and adhere at all times to VA's policies relating to conduct.
 - f) Avoid living in an environment or undertaking activities that are not conducive to high performance achievement, or that pose significant risks to the Athlete's health or ability to train or compete.
 - g) Abide by the laws of the country while representing the province of Alberta.
 - h) Conduct themselves off the court in a manner in an appropriate manner.

- i) Conduct themselves on the court according to the highest standards of fair play and sportsmanship and with respect for opponents and game officials alike.
- j) Refrain from comments and behaviours that are disrespectful, offensive, abusive, racist, or sexist to coaches, teammates, opponents, officials, staff, trainers, spectators, media, and anyone they interact with throughout their Team Alberta involvement. Athletes must refrain from using profanity. Acts of violence, fighting, intimidation, hazing, or harassment will not be tolerated.
- k) Adhere to the coach's/VA's curfews that will be set based on practice and game schedules. Athletes staying in residence/hotels must adhere to the established curfew and expectations outlined by coaches, and must be respectful of other guests staying in the building. Athletes are prohibited from being in a person's room of the opposite gender.
- l) **Refrain from consuming or be in possession of alcohol, tobacco products, e-cigarettes or vaping materials, illegal drugs/narcotics, marijuana, drug paraphernalia, or performance-enhancing drugs or methods.** When in doubt the athlete should refrain from using any product and consult with the Technical Director through their Head Coach.
- m) Not engage in any activity or behavior that interferes with a competition or with any participant's preparation for a competition, which endangers the safety of others, or is illegal in the jurisdiction.
- n) When interacting with the media, remain positive and not use interviews as a platform to share personal frustrations about the team, coaches, and program or to make any negative comments about opponents or officials.
- o) Respect the property of others and not willfully cause damage. Any expense related to property damaged willfully caused will be payable by the athlete.

Social Media

- p) Use publicly accessible social media – including blogs, Facebook Fan pages, Twitter and other social media platforms -- in a manner befitting their status as representatives of Team Alberta. The Athlete will refrain from comments or behaviors that are offensive, abusive, racist, sexist or otherwise disrespectful. Likewise, the Athlete will refrain from making derogatory or disparaging comments about other athletes, coaches, officials, VA as an organization, staff and/or partners, either in a direct or implied manner.

Absence

- q) If an athlete cannot make practice or is going to be late because of illness, school, family, etc., notify the head coach or assistant coach. If the coaches are unavailable, then the team captain or the Technical Director can be notified.

Training/Competition

- r) Provide their services to play volleyball exhibitions, tournaments and games as a representative of Team Alberta to the best of their ability and under the direction of VA staff.
- s) Actively participate and be on time during all Team Alberta functions. This includes training, competition, individual training programs, fund raising, testing/training programs, classroom sessions, buses, meetings, etc.
- t) Maintain excellent personal fitness during their tenure with Team Alberta.

Medical and Injury

- u) At the earliest possible date, notify the VA in writing of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligation under this Agreement. In the event of injury and upon request of VA, the Athlete will supply VA with a certificate from a medical doctor describing the nature of the injury.
- v) Provide pertinent medical information to VA's medical staff as requested, and consult with the VA's medical staff regarding the use of prescription or non-prescription drugs.

Clothing and Equipment

- w) Wear the Team Alberta uniform as directed by the VA.
- x) Understands that equipment and uniforms given to the Athlete belong to Team Alberta, unless otherwise specified. If an Athlete trades away equipment or uniforms that belong to Team Alberta, the Athlete will pay Volleyball Alberta to replace the equipment.

Commitment and Expectations

- y) Be committed to Team Alberta, being their best, and improving themselves on and off the court. The Athlete must understand that discipline, teamwork, integrity, and hard work are key variables for a positive and successful Team Alberta experience.
 - z) Keep the gymnasiums, residences, classrooms, and any facility used, clean from garbage, bottles, and ice bags. Athletes will also ensure their team benches are clear of any bottles or debris, and their team bags and uniforms are neatly displayed.
3. The Athlete hereby:
- a) Consents to VA using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as "Athlete's Attributes") to post photos of the Athlete on VA's website, for distribution to the media and for VA brochures, pamphlets and other publications.
 - b) Agrees to allow VA to provide contact information to Alberta Universities and Colleges & Team Canada and Volleyball Canada representatives that are interested in contacting the Athlete in order to provide information about post-secondary volleyball and academic opportunities.
4. The Athlete acknowledges that failure to comply with the terms of this Agreement may result in suspension or removal from Team Alberta. In the event of such action while on tour or otherwise away from home, the Athlete acknowledges that, if VA deems it necessary, the Athlete will be sent home at their own expense.
5. Participants who fail to abide by this agreement will be subject to disciplinary action.^[1]

Resolution of Disputes

6. VA and the Athlete agree that alleged breaches and disputes relating to this Agreement will be dealt in accordance with the principles and procedures of VA's Discipline and Complaints Policy.

[1] Depending on the severity of the offence, the Coach (Coaches), Technical Director and VA Executive Committee shall be responsible for disciplinary sanctions, which may include any one or combination of the following sanctions: earlier curfew, verbal or written reprimand, submission by the offender of a verbal or written apology, suspension from specific Team Alberta activities or sport competition, revoking Team Alberta clothing, removal of certain Team Alberta privileges, removal from a portion of or the remainder of the Team Alberta training/competition period, removal from the program and being sent home at the expense of the participant, or other sanctions that are considered appropriate for the offence. Incidents involving a number of team members may result in the entire team receiving disciplinary sanctions. Any individual who has been disciplined shall have the right to appeal this decision to the VA Executive Director.

No Liability for AVA and Athlete Indemnification

7. The Athlete hereby:
- a) Agrees to read, understand, and sign/execute the Release of Liability form (if the athlete is 18 years old or older) or the Informed Consent and Assumption of Risk Agreement along with the Athlete's parent/guardian (if the athlete is younger than 18 years old).
 - b) Acknowledges that the sport of volleyball is potentially dangerous and that there are risks, dangers and hazards inherent in competition and in training, and in preparing for and traveling to and from such competition and training. The Athlete acknowledges that they will be undertaking all activities pursuant to this Agreement at their own risk and agrees to assume all risks associated with, and incidental to, the Athlete's participation in training and competition as a member of the Team Alberta.
 - c) Acknowledges that VA carries only limited insurance to protect its members in the event of death, injury, damage, loss of income, medical expenses or travel claims. VA is not responsible for any medical costs, including extra billing charges over and above Provincial medical health plan benefits. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate their insurance requirements in light of the activities to be undertaken by the Athlete and to purchase, at the Athlete's sole expense, any additional insurance coverage deemed by the Athletes to be necessary or warranted.

- d) Acknowledges VA will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused.

Entire Agreement

8. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.
9. This Agreement will be interpreted in accordance with the laws of the Province of Alberta.

Independent Legal Advice

10. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a lawyer and obtain independent legal advice prior to the execution of this legal contract. The Athlete confirms to VA that they have obtained independent legal advice, or in the alternative, that they have voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

Term

11. This Agreement comes into force on the 1st of June 2017 and continues in effect until the 31st day of August 2017 unless terminated earlier by VA by way of written notice.

Athlete Declaration

12. The Athlete confirms that they have read this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
13. This Agreement will be binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.

By accepting this agreement, I recognize that the Participant derives benefits from signing this Agreement. I also recognize that the Participant assumes obligations and I further recognize Volleyball Alberta's desire and need to enforce these obligations.

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

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

1. This is a binding legal agreement; therefore, clarify any questions or concerns **before** signing. As a Participant in the sport of volleyball and the events, programs, competitions, travel, and activities organized, operated or conducted and/or sanctioned by the Volleyball Alberta (collectively the “Events”), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the “Parties”) acknowledges and agrees to the following terms:

Disclaimer

2. The Volleyball Alberta and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of volleyball and any Events, caused by the risks, dangers and hazards associated with the sport of volleyball, or the Events.

Description of Risks

3. The Participant is participating voluntarily in the sport of volleyball or any Events of the Organization. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards 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 volleyball
 - a) Executing strenuous and demanding physical techniques;
 - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - c) Exerting and stretching various muscle groups;
 - d) Dry land training including weights, running, bands and circuit;
 - e) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - f) Contact, colliding, falling or being struck by other participants or equipment;
 - g) Spinal cord injuries which may render the Participant permanently paralyzed;
 - h) Travel to and from Events which are an integral part of the Organization's Events.
4. Furthermore, the Parties are aware:
 - a) That injuries sustained can be severe;
 - b) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
 - c) That the Participant may come into close contact with other participants;
 - d) That the Participant’s risk of injury is reduced if the Participant follows all rules established for participation; and
 - e) That the Participant’s risk of injury increases as the Participant becomes fatigued.

Release of Liability

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Participant’s physical condition has been verified by a medical doctor to participate;
 - 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 volleyball or any Events;
 - 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 sport of volleyball or any Events, traveling to or from the Events, or from any breach of contract.

Acknowledgement

6. 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.

MEDICAL TREATMENT CONSENT

I give permission to the officials and coaches of the Volleyball Alberta (VA) and the Team Alberta Program to make decisions concerning my child's/my ward's medical care and treatment, and where necessary to authorize such care and treatment.

I understand that the officials and coaches of the Volleyball Alberta and the Team Alberta Program will make every reasonable effort, in the circumstances, to speak to the Emergency Contact(s) I provide regarding my or my child's/ward's medical status in the event medical care or treatment is required. In the event that the Emergency Contact(s) cannot be reached, I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment to my child/ward.

By accepting this agreement, I indicate that I have the understanding and capacity to communicate health care directives for myself or my child/ward and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the officials and coaches of the Volleyball Alberta and the Team Alberta Program.

I or the parent/guardian (if athlete is under 18), agree that I have reviewed the Consent for Medical Treatment and my acceptance of this Consent in the checkbox indicates my agreement with such consent for medical treatment.

I have read and agree to be bound by the Consent for Medical Treatment.

TRAVEL CONSENT

(FOR PARTICIPANTS 17 YEARS OLD AND YOUNGER WHO AT ANY TIME MAY TRAVEL WITH INDIVIDUALS OTHER THAN THEIR PARENT/GUARDIAN)

I / we, as the parent(s)/guardian(s) of the registered athlete officially give my / our consent for my / our minor child to travel with the following individuals who are also associated with the Volleyball Alberta or the Team Alberta program:

Diane Bugler (Program Director), Jim Plakas (Technical Director), Ray Sewell (Program Director), other Volleyball Alberta Staff, Team Alberta Coaches, and their designates

Barring extenuating circumstances, the event should last between the dates indicated on the registration form

I have read and agree to be bound by the Consent for Travel.