



2019 CANADA WINTER 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 Winter Games to be held in Red Deer, Alberta from February 15 to March 3, 2018.

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 2019 Canada Winter 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 2019 Canada Winter 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

*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.