



2020 Arctic Winter Games (the "Games") PARTICIPANT AGREEMENT

BETWEEN: Whitehorse 2020 Arctic Winter Games and Arctic Winter Games International Committee (collectively, the “Released Parties”)

AND: _____ (the “Participant”)

PRINT Participant First and Last Name

Consent for Treatment

Consent for Treatment. I, and/or on behalf of my minor child/ward (as applicable) authorize and consent to any physician, therapist, dentist, chiropractor, nurse and/or any other health care professional (the "Medical Personnel") to perform any procedure, treatment or prevention (the "Procedures") deemed to be necessary or prudent by the Medical Personnel, in his/her absolute and sole discretion, for my and/or my child/ward's (as applicable) health, safety and well-being during the Games or such reasonable time related thereto. The anticipated nature, effects, alternatives to and possible complications of the Procedures will be explained in advance by the Medical Personnel prior to performing the Procedures where reasonably possible. In the event of a life threatening emergency, which shall be determined in the sole and absolute discretion of the Medical Personnel, I authorize and/or authorize on behalf of my minor child/ward (as applicable) the recommended Procedure without being provided an explanation.

I, and/or on behalf of my minor child/ward (as applicable) acknowledge that the Medical Personnel, the Released Parties and their directors, officers, employees, and agents assume no responsibility or liability for the failure, ongoing efficacy or effect of any of the Procedures provided. I, and/or on behalf of my minor child/ward (as applicable), voluntarily assume all risk of injury and all other losses and damages that may be sustained, incurred, or suffered, arising out of or occurring directly or indirectly by reason of the Procedures. I, and/or on behalf of my minor child/ward (as applicable), hereby release the Medical Personnel and the Released Parties from all liability for any loss, damage, expense, injury or other claim whatsoever in any way connected with the Procedures, including those caused by the Medical Personnel's negligence or breach of contract. I, and/or on behalf of my minor child/ward (as applicable), further agree that I, and/or on behalf of my minor child/ward (as applicable), will be responsible to pay any and all costs that may arise from the Procedures and the costs of all further medical treatments, procedures, consultations, care, services or medications provided to me and/or my minor child/ward (as applicable), including any measure taken to adjust, modify, or reverse a Procedure performed by the Medical Personnel.

I, and/or on behalf of my minor child/ward (as applicable), acknowledge that it is my (or my own and/or my minor child/ward, as applicable) responsibility to obtain any required insurance (including but not limited to health care, property or personal effects insurance, accidental death, disability or dismemberment or medical expense insurance) for and on behalf of myself (or/or on behalf of my minor child/ward, as applicable).

I, and/or on behalf of my minor child/ward (as applicable), hereby further consent to the collection, use and disclosure of personal information and/or personal health information relating to me and/or my minor child/ward (as applicable) by the Medical Personnel to my and/or my minor child/ward's (as applicable) family doctor, Public Health and to other health and medical professionals, and/or by my and/or my minor child/ward's (as applicable) family doctor, Public Health and other health and medical professionals to the Medical Personnel, for the purpose of the providing and facilitating treatment, and for ensuring continuity of care, in the event of injury to myself and/or my minor child/ward (as applicable) or other medical emergency, in accordance with the *Health Information Act* (Yukon), and any other applicable privacy legislation. Such consent shall only apply with respect to an injury or other medical emergency or existing condition requiring treatment during the Games or such reasonable time related thereto and I am aware that I may withdraw or withhold my consent at any time.



Consent to Use of Information

For valuable consideration received, including the opportunity for me (or my minor child/ward, as applicable) to participate in the Games, I hereby irrevocably and perpetually grant to the Released Parties together with their committee members, directors, officers, employees, volunteers, agents, advisors, contractors, lessees and representatives (collectively, the "**Arctic Winter Games Parties**"), the right to:

- (a) capture my (or my minor child/ward's, as applicable) image, likeness, and/or voice in photographic, video or any other format (the foregoing, collectively, the "**Recordings**"); and
- (b) reproduce, copy, use, store, modify, exhibit, display, broadcast, distribute, transmit, create derivative works from, and/or publish the Recordings or any portion thereof, including in connection with my (or my minor child/ward's, as applicable) name, and whether alone or in combination with other materials, in any media now known or later developed (including without limitation print, film, internet and other electronic media), for any purpose whatsoever;

all without further compensation, consideration, or notice or permission to me (or myself and my minor child/ward, as applicable), in connection with or incidental to the Games and in connection with other activities advertising, promoting, or publicizing the Arctic Winter Games, the Games, or related business or activities.

The Arctic Parties or their designee shall have complete ownership of the Recordings, including copyright therein. I hereby waive any and all moral rights, and rights of compensation or ownership, that I (or myself and my minor child/ward, as applicable) may have in or with respect to the Recordings, and waive any right that I (or myself and my minor child/ward, as applicable) may have to inspect or approve any finished image or video or any use of the Recordings by or on behalf of the Arctic Winter Games. I acknowledge that the Recordings may be provided to media outlets for their unrestricted use, and that the Arctic Winter Games do not have control of this material once it is disseminated.

I, and/or my own and my minor child/ward's (as applicable), heirs, executors, administrators, successors, and assigns, hereby release, remise and forever discharge and agree to hold harmless the Arctic Winter Games each of their respective heirs, executors, administrators, successors, and assigns, from and against any and all manner of liability for any claims, actions, causes of action, suits, costs, demands and expenses, losses and liabilities of any nature whatsoever and kind that I (or myself and my minor child/ward, as applicable) may now or hereafter be entitled to assert, including but not limited to any claims based on publicity rights, privacy rights, personality rights, "moral rights", or defamation, that I (or myself and my minor child/ward, as applicable) may sustain, incur, suffer, be put to, or whether caused by, contributed to, arising out of, or otherwise related to the Arctic Winter Games' use of the Recordings, whether or not caused by negligence.

RELEASE, WAIVER AND ASSUMPTION OF RISK

Assumption of Risk:

By signing below, I acknowledge and understand on behalf of myself and/or my minor child/ward (as applicable), that participating in the Games and/or the use of the equipment, facilities, and premises for the Games may result in accident, loss, damage, injury, or death to myself (or my minor child/ward, as applicable) and theft, damage or loss of personal property. Accident, loss, damage, injury or death may result from any activity conducted in the Games and/or the use of the equipment, facilities, and premises for the Games. Risks of participating in the Games and/or of using the equipment, facilities, and premises for the Games include, but are not limited to: allergic reactions, elevated heart rate, elevated blood pressure, slips and falls, drowning, physical injuries including musculoskeletal injuries, broken bones, severe injuries to the head, neck, and back, or other bodily injuries that may result in permanent disability or death.

I, and/or on behalf of my minor child/ward (as applicable), hereby declare that I am (or my minor child/ward is, as applicable) physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would preclude my (or my minor child/ward's, as applicable) participation in the Games and/or the use of the equipment, facilities, and premises for the Games. I, and/or on behalf of my minor child/ward (as applicable), acknowledged that I (or my minor child/ward, as applicable) have received medical attention, or have had the opportunity to receive such medical attention, to ensure that I am (or my minor child/ward is, as applicable) physically capable and able to participate in the Games and/or use the equipment, facilities, and premises for the Games.

I, and/or on behalf of my minor child/ward (as applicable), freely and voluntarily assume all risks of loss, damage, injury or death to my (and/or my child/ward's, as applicable) person and property that may be sustained in connection with the Games and/or the use the equipment, facilities, and premises for the Games.



Rules:

I, and/or on behalf of my minor child/ward (as applicable), understand that the rules and regulations are designed for the safety and protection of participants and hereby agree to abide by the rules and regulations set down by the Released Parties and that at all times the sole responsibility of personal safety is my (and/or my child/ward's, as applicable) responsibility.

I, and/or on behalf of my minor child/ward (as applicable), agree to be solely responsible for my (and/or my minor child/ward's, as applicable) own safety and to take every precaution to provide for my (and/or my minor child/ward's, as applicable) own safety and well-being while participating in the Games and/or the use of the equipment, facilities, and premises for the Games, including but not limited to inspecting and making my own assessment as to whether the Games are reasonably safe and suitable to participate in.

Liability:

In consideration of my participation (or the permission for my minor child/ward to participate, as applicable) in the Games and/or to use the equipment, facilities, and premises for the Games, with full knowledge of the possible risks, and intending to be legally bound by the terms of this Agreement, I hereby agree for myself (and/or my minor child/ward, as applicable) and respective heirs, assigns, personal representatives and next of kin to release and hold harmless the Arctic Winter Games from any and all liability claims, demands or any causes of action, and not to sue or otherwise make any claims against the Arctic Winter Games whatsoever which may arise during or as a result of my (and/or my minor child/ward's, as applicable) participation in the Games and/or the use the equipment, facilities, and premises for the Games.

I, and/or on behalf of my minor child/ward (as applicable), acknowledge and agree that this Release and Waiver is effective whether or not any loss, damage, injury or death to myself (and/or my minor child/ward, as applicable) results from the negligence, breach of contract or breach of any statutory or other duty of care including any duty of care owing under any applicable Occupiers Liability legislation on the part of the Arctic Winter Games. I, and/or on behalf of my minor child/ward (as applicable), understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect him or herself, or others, from accident, injury or death.

I, and/or on behalf of my minor child/ward (as applicable), understand that the Arctic Winter Games may be using or recommending the services of certain hotels, organizers, guides, facilities or other agencies in connection with the Games not directly controlled by the Arctic Winter Games (in this paragraph, a "**Third Party**"). I, and/or on behalf of my minor child/ward (as applicable), further understand that the Arctic Parties accept no responsibility for any acts or omissions of, or for any breach of contract, misrepresentation, negligence or error of such Third Parties, with respect to any and all matters in connection with the Games. I agree on behalf of myself and/or my minor child/ward (as applicable) to release and hold harmless the Arctic Winter Games from, and will not bring legal action against them for, any claims, demands, expenses, costs (including legal costs and a solicitor and his own client full indemnity basis), suits, debts, liabilities and causes of action which may arise out of or of be connected to any act or omission by any Third Party.

I, Participant, hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above Agreement and the releases contained therein, prior to its execution, and I fully understand the contents thereof. I have signed this Agreement freely and voluntarily without any inducement, assurance, oral representations or guarantees being made to me. This Agreement and the releases contained therein shall be binding upon me and my heirs, legal representatives, assigns and next of kin to the greatest extent permitted by law. If any portion of this Agreement is later found to be invalid or unenforceable, it is agreed that the balance of the Agreement shall continue in full legal force and effect. It is agreed that any litigation involving the parties to this Agreement shall be brought solely within the Yukon and shall be within the exclusive jurisdiction of the Courts of the Yukon.

Participant First and Last Name (Print)

Signature

Date

Witness First and Last Name (Print)

Witness Signature

Date



IF SUBJECT IS A MINOR, PARENT OR GUARDIAN MUST SIGN BELOW:

I, the undersigned, being parent or guardian of the minor whose name appears above, hereby consent to the foregoing conditions and warrant that I have the authority to give such consent. I have read the above Agreement and the releases contained therein, prior to its execution, and I fully understand the contents thereof. I have signed this Agreement freely and voluntarily without any inducement, assurance, oral representations or guarantees being made to me. This Agreement and the releases contained therein shall be binding upon me and my heirs, legal representatives, assigns and next of kin to the greatest extent permitted by law. If any portion of this Agreement is later found to be invalid or unenforceable, it is agreed that the balance of the Agreement shall continue in full legal force and effect. It is agreed that any litigation involving the parties to this Agreement shall be brought solely within the Yukon and shall be within the exclusive jurisdiction of the Courts of the Yukon.

First and Last Name of Parent/Guardian

Signature of Parent/Guardian

Date

Witness First and Last Name (Print)

Witness Signature

Date

TEAM ALBERTA NORTH

2020 ARCTIC WINTER GAMES CODE OF CONDUCT

This Code of Conduct identifies the standard of behavior that is expected of all Team Alberta North participants including athletes, coaches, managers, artists and mission staff. Participants who fail to abide by this Code will be subject to disciplinary action.

The responsibilities of all Team Alberta North participants are as follows:

- Participants of Team Alberta North are expected to conduct themselves in a sportsmanlike and responsible manner at all times. Such conduct is expected of participants from selection and training preceding the Games, during the Games, and until they return home. This includes actions and comments made using social media.
- Team Alberta North is committed to providing a sport environment in which all individuals are treated with respect. Participants shall refrain from comments and behaviors that are disrespectful, offensive, abusive, racist, or sexist.
- All participants shall attend the Opening or Closing Ceremonies of the Games as well as Sport Opening and Closing Ceremonies, medal presentations, pep rallies and other official Team Alberta North functions. Participants are expected to wear the designated Team Alberta North uniform at these events.
- All participants shall reside in the Athletes' Village and adhere to the Host Society's rules and curfew of 12 midnight. Coaches may set an earlier curfew if game/event schedules warrant.
- Participants shall neither consume nor be in possession of alcohol or cannabis in the Athletes' Village, (Alcohol in the Coaches Lounge is an exception) any Games venue or event. Participants shall not be under the influence of alcohol or cannabis at any time they are performing their official duties as a member of Team Alberta North. Minors shall not be in possession of, nor consume alcohol or cannabis at any time during the Games or during travel to/from the Games.
- A minor is defined by the laws of the jurisdiction where the Games are taking place.
- Participants shall refrain from smoking in the Athletes' Village, at all official Team Alberta North activities, Games venues and events.
- Participants shall 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.
- Team Alberta North recognizes the Canadian Policy on Penalties for Doping in Sport (endorsed by the Canadian Centre for Ethics in Sport and Canadian Heritage/Sport Canada). Participants shall not use or be in possession of illicit drugs/narcotics, performance-enhancing drugs or methods or drug paraphernalia.
- Depending on the severity of the offence, the Chef de Mission or Discipline Committee shall be responsible for discipline 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 North activities or sport competition
 - Revoking Team Alberta North clothing or gifts
 - Removal of certain Team Alberta North or Games Host Society Village privileges
 - Removal from a portion of, or the remainder of the Games
 - Removal from the Games and being sent home at the expense of the participant and/or Provincial Sport Association
 - Other sanctions that are considered appropriate for the offence.
- The Discipline Committee may deal with any discipline matter within Team Alberta North. The Discipline Committee will consist of a coach or chaperone (which may be the coach or chaperone of the athlete if deemed appropriate), a mission staff person and the Assistant Chef de Mission. The Assistant Chef de Mission shall be the Chair of the Discipline Committee.
- A participant involved in a discipline situation shall be advised that they have the right to seek the advice and assistance of a Participant's Advocate. The role of the Participant's Advocate is to advise the athlete of his or her rights, to provide support and to speak on behalf of the athlete, if requested.
- 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. The Appeals Committee shall hear appeals of disciplinary decisions. The Appeals Committee is made up of the Chef de Mission, a member of the mission staff from a different sport and a third person selected by the Chef de Mission from among the appellant's peers, but not from the same sport/team (i.e., if the appellant is an athlete, this would be another athlete; if the appellant is a coach, then another coach, etc.). Before the Games, the Chef de Mission shall compile a list of athletes, coaches, managers and mission staff who are willing to serve on the Appeals Committee.

DECLARATION

I, _____, being a member of Team Alberta North representing _____ (sport), agree to abide by this Code of Conduct while traveling to, participating at, and returning from the 2020 Arctic Winter Games. I understand that if I do not abide by this Code of Conduct, disciplinary sanctions may be imposed against me. If these sanctions include expulsion from the Games, I understand that I may be returned home at the expense of myself and/or the Provincial Sport Association to which I belong.

I hereby grant to Team Alberta North, Alberta Culture, Multiculturalism and Status of Women, and the Alberta Sport Connection, the right to use and distribute, without any payment of fee or charge, any written information pertaining to me and submitted during the 2020 Arctic Winter Games registration process (excluding information contained on the medical form), and any image of me whether in a photograph, video tape or other electronic media acquired while traveling to, participating at or returning from the 2020 Arctic Winter Games, provided such use and distribution is not commercial in nature.

Signature of Participant



Date

Should the participant be subject to discipline resulting in him/her being sent home at his/her expense, I agree to cover these costs.



Signature of Parent/Guardian if participant is under 18

Signature of Provincial Sport Association



PLEASE NOTE: This document MUST have signatures from a parent/guardian and your Provincial Sport Association to be complete.

Sample Minor Infractions:

Use of tobacco products, including snuff, by minors, anywhere and at any time; Use of tobacco products, by adults, at any Games venue, event or any official Team Alberta North event; Disturbance or disruption after quiet time in the Athletes' Village; Disrespectful, offensive or abusive comments (which includes racist or sexist) or behavior (including the use of social media; e.g. posting comments on Facebook or Twitter); Unsportsmanlike conduct, such as arguing; Being late or absent from Team Alberta North events (e.g., Opening or Closing Ceremonies)

Sample Major Infractions:

Unsportsmanlike conduct, such as fighting; Curfew violations; Repeated disturbances or disruptions after quiet time in the Athletes' Village; Repeated or gross display of disrespectful, offensive or abusive comments (which includes racist or sexist) or behaviors; Possession or use of illicit drugs or drug paraphernalia; Use of alcohol or cannabis by a minor at any time; Use or possession of alcohol or cannabis by an adult within the Athletes' Village or any Games venue or event or being under the influence of alcohol or cannabis while performing official duties for Team Alberta North; Intoxication; Betting or gambling; Activities or behaviors which disrupt competition; Pranks, jokes or other activities which endanger the safety of others; Criminal activities

Sample Minor Sanctions:

Earlier curfew; Verbal or written reprimand; Formal verbal apology (Witnessed); Formal written apology (Hand-delivered); Suspension from certain Team Alberta North activities, which may include suspension from next scheduled competition at the Games; Other sanctions, as deemed appropriate by the Discipline Committee or Chef de Mission

Sample Major Sanctions:

Revoking Team Alberta North clothing; Removal of certain Team Alberta North or Athletes' Village privileges; Assignment to direct supervision for a prescribed period of time; Removal from a portion of, or the remainder of the games at the expense of the athlete; Other sanctions, as deemed appropriate by the Discipline Committee.

Note that the above samples are representative only and that each discipline case may entail unique circumstances. Decisions on discipline will be at the discretion of the Chef de Mission, Discipline Committee or Appeal Committee, as appropriate.