

Junior National Team Athlete Agreement

This AGREEMENT is made on the 15th day of March 2001, between the Canadian Federation of Amateur Baseball (hereinafter referred to as "Baseball Canada") and (hereinafter referred to as the "Athlete")

Whereas:

1. The Athlete wishes to be an active competitor in events sanctioned by Baseball Canada with his rights and obligations clearly defined;
2. Baseball Canada is recognized by Sport Canada as the sole national federation governing the sport of baseball in Canada;
3. Baseball Canada recognizes the need to clarify the relationship between Baseball Canada and the Athlete by establishing their respective rights and obligations;
4. The Sport Canada Athlete Assistance Program (the "AAP") requires these rights and obligations to be stated in a written agreement to be signed by the organization and the Athlete who applies for assistance under the AAP;
5. The International Baseball Federation requires that Baseball Canada certify the eligibility of the Athlete to compete as a member in good standing. Now Therefore the parties agree to the following:.

1. OBLIGATIONS OF BASEBALL CANADA.

During the term of this Agreement, Baseball Canada undertakes to meet the highest standard expected of a National Sport Organization dedicated to producing world class athletes. In order to achieve this aim Baseball Canada agrees to:

- (1) operate National Junior Team activities to the best of its ability, drawing upon all those resources available to it in order to ensure maximum development of the Athlete;
- (2) provide for the day-to-day requirements of members of the National Junior Team, including adequate funding for coaching and support staff as well as training and support programs to provide the Athlete with every possible opportunity to excel in international competition;
- (3) conduct all merchandising, marketing, promotional and sales operations with due diligence, in good faith and in accordance with the highest business standards;
- (4) select Athletes to the National Junior Team based upon selection information to be communicated with reasonable notice to the Athlete, which criteria are set out below. Baseball Canada identifies 32 Athletes for National Junior Team consideration. Twenty-four Athletes from amongst those participating in the Baseball Canada Cup. The remaining 8 Athletes are identified on an at large basis. Baseball Canada uses the following qualitative and quantitative system for evaluation in selection:

Qualitative - In Baseball an Athlete is graded on 5 physical tools. 1. Hitting 2. Power 3. Throwing 4. Fielding 5.

Running Quantitative - In Baseball a number grade is placed on each qualitative ability. 1. Excellent 2. Very Good 3. Above Average 4. Average 5. Below Average 6. Well Below Average 7. Poor

Intangibles - Qualitative and Quantitative Results are combined with the talent evaluator's assessment of the mental characteristics of the player to formulate the final selection decision.

(5) communicate criteria and nominate all eligible Athletes for Sport Canada's AAP and any other applicable assistance programs of which Baseball Canada is aware;

(6) provide ongoing National Junior team information in a timely manner to the Athlete in the form of information mailings;

(7) consult with the Sport Medicine and Science Council of Canada when appropriate to provide the Athlete with quality medical care and maintenance;

(8) Baseball Canada shall, at its cost, ensure availability of adequate First Aid and emergency services for the Athlete during training and competition;

(9) Baseball Canada shall provide limited excess medical insurance coverage for the Athlete, the particulars of which will vary from time to time and said insurance policy shall be made available to the athlete for his inspection upon his request of Baseball Canada;

(10) provide the Athlete with a National Junior Team uniform; (11) provide for, in accordance with Baseball Canada's mandate, the name or names of the Athlete Representatives who sit as voting members of relevant committees or decision making bodies;

(12) provide a hearing and appeal process with respect to any dispute the Athlete may have with Baseball Canada, a copy of which appeal process is available to the Athlete upon request of Baseball Canada.

2. OBLIGATIONS OF THE ATHLETE.

During the term of the Agreement, the Athlete undertakes to conduct oneself in such a manner as to realize their full athletic potential thereby achieving excellence in international competition. In order to achieve this aim the Athlete agrees to:

(1) dedicate oneself to a training and competition program as set out amongst the Athlete, the Athlete's coach and Baseball Canada;

(2) act as a "goodwill ambassador" for Baseball Canada;

(3) provide Baseball Canada with appropriate information in respect to the Athlete's training program as Baseball Canada may reasonably request;

(4) participate in those training camps and competitions, as stipulated by the coaching staff or as may otherwise be agreed upon between the Athlete and Baseball Canada, which training camps and competitions dates and times are set out and attached as Schedule "A" to this agreement. The Athlete acknowledges that dates and times set out for training camps and competitions are subject to change;

(5) wear and use exclusively National Junior Team clothing and equipment as has been provided by Baseball Canada while travelling or participating as part of the National Junior Team;

(6) adhere to all the rules, regulations, and conditions of eligibility and other pertinent materials issued by Baseball Canada as they may apply to the Athlete;

(7) read and comply with Baseball Canada's published Anti-Doping Policy and Doping Control Program, the Canadian Centre for Ethics in Sport list of "Banned and Restricted Doping Classes and Methods" (as supplemented, amended and otherwise modified from time to time), including but not limited to avoiding the use of Banned Drugs and Methods; as well as submit, at any time, on an announced or unannounced basis, to drug control testing upon request by Baseball Canada, the Canadian Centre for Ethics in Sport or other authority as may be designated from time to time by Baseball Canada. The Athlete acknowledges receipt of the Anti-Doping Policy, Doping Control Program and list of Banned and Restricted Doping Classes and Methods;

(8) participate in the Sport Medicine and Science Council of Canada's Canadian Athlete Medical Program from time to time as may be reasonably requested by Baseball Canada;

(9) in the event that Baseball Canada has disbursed monies on the Athlete's behalf and said funds are reimbursed by third party insurer, the Athlete agrees to make assignment of any and all medical insurance proceeds up to that amount which Baseball Canada has disbursed in its behalf;

(10) the Athlete shall sign all necessary documentation required in so far as the release of their personal medical information to third party insurers;

(11) participate in such public, promotional or fundraising activities and photographic, television or radio sessions as may be reasonably requested by Baseball Canada, Sponsors, or Sport Canada, where the scheduling of such activities as made by Baseball Canada does not, in the opinion of the Athlete, unreasonably interfere with the Athlete's training, competition and/or education;

(12) the Athlete gives his consent for the free use of his name and picture in broadcast, telecast or written account for any event in which he participates during the term of this agreement;

(13) be bound and governed in all matters relating to financial, endorsement, sponsorship and commercial aspects of the sport by the rules and regulations of the International Baseball Federation (IBAF), International Olympic Committee (IOC), Canadian Olympic Association (COA) and Baseball Canada as in force and effect during the period of this agreement, such rules and regulations to be requested by the athlete from the appropriate sport organization or body;

(14) notify Baseball Canada, in writing, of any injury or other legitimate reasons that will prevent the Athlete from participating in National Junior Team activities;

(15) subject to reasonable notice and at the expense of Baseball Canada, make one self available for periodic medical, fitness and nutritional testing and/or counseling by parties selected by Baseball Canada;

(16) notify Baseball Canada, in writing, within 10 days of a decision to retire from active training and competition;

(17) not to participate in competitions where Federal Government Sport Policy and the policies of Baseball Canada have determined that such participation is not permitted;

(18) to utilize the hearing and appeal process for the remedy of complaints and issues..

3. DEFAULT OF AGREEMENT.

Where one of the parties to this Agreement is of the opinion that the other party has failed to meet with its obligations under this Agreement it shall forthwith deliver in writing, a notice of default which shall include all of the following:

- a) the nature of default;
- b) that which is required to resolve the default;
- c) a reasonable time frame to do so.

All notices delivered under this Agreement shall be sent by way of registered mail to the last known address of the parties. Notice shall be deemed to be delivered when the correspondence is available to the recipient. Where the party that has delivered the notice under this paragraph is of the opinion that the other party has not remedied the situation, it shall file a complaint through the hearing and appeal process.

4. ASSUMPTION OF RISK.

The Athlete is aware that participation in the Sport at the world class level exposes oneself to risks and dangers substantially higher than those experienced by the public at large. With the pursuit of excellence and the drive to achieve results being a common element motivating all baseball players of an elite caliber, the likelihood of suffering personal injury on the part of the Athlete is both real and probable.

5. WAIVER AND RELEASE.

The Athlete for himself, heirs, executors, administrators and assigns, waive any and all claims to which he may become entitled for injury or damage and releases Baseball Canada and all other organizers,

sponsors, representatives, their agents and employees and any other person or organization assisting in the event from any and all claims for damages or injury suffered by the Athlete as a result of participation in or travelling to or from an event..

6. TERM The term of this Agreement shall be from March 2001 to the conclusion of your participation with the Junior National Team Program. In the event that the athlete has not reached the age of legal majority, their parent and/or Legal Guardian in signing this Agreement is joined herein as a party for the purpose of consenting to the Athlete's participation on the National Junior Team and agrees to be bound and to bind the Athlete to the terms and conditions of the Athlete Agreement..

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement at.

the City of _____

Province of _____

on the day of _____.

2001.BASEBALL CANADA Per: _____

Witness _____.

ATHLETE

Witness _____

Witness _____

Legal _____

Guardian _____

Athlete Initials _____