

QUEST FOR GOLD 2009-2010

Ontario Athlete Assistance Program Application

Please read all of the instructions below before proceeding with this application.

- In order to be eligible for Ontario Athlete Assistance Program (OAAP) funding you must submit your application prior to the application deadline as assigned to you. Complete information is available in your Athlete Handbook or can be requested by contacting Scott Cooper at Scott.Cooper@Ontario.ca
- **Please read your OAAP Athlete Handbook before proceeding with this application.**
- The *Quest for Gold* Application takes approximately 20 to 25 minutes to complete.
- Please ensure that you are clear to which Carding Designation you will be applying.

Carding Designations:

Ontario Card applicants must be nominated for funding by their respective Provincial or Multi Sport Organization. Please contact your Provincial or Multi Sport Organization (e.g. Athletics Ontario, Ontario Wheelchair Sports Association etc.) if you have any question regarding your nomination status.

NOTE: For Ontario Card - Proof of Ontario residency is required and will be requested by your Provincial or Multi Sport Organization and must be provided immediately upon request.

Canada Card Applicants must have been approved for funding under the Sport Canada Athlete Assistance Program during the Government of Ontario's fiscal year (April 1st, 2009 to March 31st, 2010) and meet all other *Quest for Gold* (OAAP) eligibility requirements.

NOTE: For Canada Card - Along with your application for OAAP funding the Applicant is responsible for sending proof of permanent Ontario residency. The application and proof of residency must be sent to Ministry of Health Promotion, C/O *Quest for Gold* Program, Sport and Recreation Branch, 393 University Avenue, Suite 1802, Toronto ON M7A 2S1.

Military Family Residency Exemption: Please note that the one-year Ontario residency requirement is waived for any Ontario Card or Canada Card applicant who is a spouse or dependant of a: Regular Force member of the Canadian Forces; or Reservist currently deployed by the Canadian Forces into active service. This means that eligible military family members now qualify for OAAP funding immediately upon becoming residents of Ontario. Please see refer to the 2009-2010 *Quest for Gold* Athlete Handbook for details of this exemption, including a list of documents needed to verify eligibility for this waiver of the one-year Ontario residency requirement.

2009-2010 OAAP Application Deadlines

Ontario Card: (consult Athlete Handbook to determine which cycle your sport is in)

Cycle One – October 26, 2009

Cycle Two – January 28, 2010

Canada Card: (consult Athlete Handbook to determine which cycle your sport is in)

Cycle One - November 2, 2009

Cycle Two - March 1, 2010

The personal information collected on this form is collected by the Ministry of Health Promotion under the authority of the *Ministry of Tourism and Recreation Act*, R.S.O. 1990, c. M.35 for the purpose of the *Quest for Gold* - Ontario Athlete Assistance Program (OAAP) and is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and the *Personal Health Information Protection Act*, 2004, S.O. 2004, c.3, Sched. A. The personal information collected will be used by the respective National or Multi-Sport Organizations (NSO/MSO) and by the Ontario Ministry of Health Promotion to administer the financial assistance program.

For more information regarding the collection, use and disclosure of the information collected on this form please contact:

Ministry of Health Promotion
C/O *Quest for Gold* Program
Sport and Recreation Branch
393 University Avenue, Suite 1802
Toronto ON M7A 2S1

In order to be eligible for athlete assistance you must complete all sections of this form. The form must be completed by you, prior to the application deadline associated with your designated cycle. Applications will not be processed without a properly completed and signed form and proof of Ontario residency. All applicants under the age of majority must have appropriate areas signed by a parent or legal guardian.

Applicants are required to submit a photocopy of at least one document to establish current Ontario residency. A copy must be provided and must show picture and address. Acceptable documents include the following: Ontario driver's license or Ontario (photo) Health Card with the number deleted from the photocopy.

NOTE: Military family members who are seeking waiver of the one-year Ontario residency requirement must submit the documents listed in the 2009-2010 *Quest for Gold* Athlete Handbook in order to establish eligibility for the Military Family Residency Exemption.

The onus is on the athlete to prove that he/she meets all eligibility requirements. Completion of this form does not guarantee that you will be carded.



QUEST FOR GOLD 2009-2010

Ontario Athlete Assistance Program Application

Canada Card Applicant

Ontario Card Applicant

I have read, understand this application and the information contained in the 2009-2010 *Quest for Gold* Athlete Handbook, a copy of which has been provided to me.

By completing this Application form and submitting it to the Ministry of Health Promotion, I agree to be bound by the Terms and Conditions attached to this Application and by any additional Terms and Conditions contained in subsequent correspondence from the Ministry of Health Promotion, if a *Quest for Gold* grant is awarded.

Signature of this form constitutes your acceptance of these Terms and Conditions, even if you have not read them.

Name of Applicant (Last, First Name)	Signature	Date (mm/dd/yyyy)
Name of Parent or Legal Guardian (Last, First Name) (required if applicant is under 18)	Signature	Date (mm/dd/yyyy)

The Ministry of Health Promotion accepts no responsibility for incomplete applications or for applications that arrive late or do not arrive at all.

Personal Data (to be completed by the Applicant)

Last Name		First Name	
<input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Name of Sport	
<input type="checkbox"/> Female			
Permanent Address Street No. & Name			Number of years at permanent address
City/Town		Province	Postal Code
Telephone Number ()	E-Mail Address		
Temporary Address <input type="checkbox"/> (Check if same as above)			
Street No. & Name			
City/Town		Province or State	Postal or Zip Code
Country		Telephone Number ()	
How many months per year do you live at temporary address?	If you are a previous <i>Quest for Gold</i> recipient, is this the same address you submitted last year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Reason for temporary address			
<input type="checkbox"/> Attending High Performance Centre			
<input type="checkbox"/> School			
<input type="checkbox"/> Other (specify)			

To be eligible for the *Quest for Gold* OAAP you must be a permanent resident of Ontario for one year prior to application or meet the military family residency exemption as detailed in the *Quest for Gold* Athlete Handbook. Applicants must be a Canadian citizen or landed immigrant. Applicants are required to submit a photocopy of at least one document to establish current Ontario residency. Copy provided must show picture and address. Acceptable documents include the following: Ontario driver's license or Ontario health card with the number deleted from the copy that is submitted. Athletes who are out of province will only be considered on an exception basis as stipulated within the *Quest for Gold* OAAP guidelines and the 2009-2010 *Quest for Gold* Athlete Handbook.

Canadian Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Resident of Ontario <input type="checkbox"/> Yes <input type="checkbox"/> No	Landed Immigrant <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Arrival (mm/dd/yyyy)
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Social Insurance Number

Are you applying under the Military Family Residency Exemption?

Yes No

If yes, please submit the documents listed in the *Quest for Gold* Athlete Handbook in order to establish eligibility for the Military Family Residency Exemption.

Current Athletic Scholarship

Are you receiving an Athletic Scholarship?

Yes No

If Yes, what kind?

NCAA Ontario University Athletics Other (explain)

Are you pursuing the opportunity to obtain an Athletic Scholarship?

Yes No

Are you receiving funding through the Ontario Disability Support Program (ODSP) or a similar funding program?

Yes No

The Applicant will be required to acknowledge that he/she has sole responsibility for determining the possible impact of OAAP funding on current or future scholarships. It is recommended that the Applicant contact the NCAA or the applicable institutions to determine whether Ontario carding status affects eligibility for athletic scholarships. The NCAA may be contacted at:

NCAA Eligibility Center
PO Box 7136
Indianapolis IN 46207

NCAA Eligibility Center overnight mailing address:
NCAA Eligibility Center
1802 Alonzo Watford Sr Drive
Indianapolis IN 46202

Customer service hours - 8 a.m. to 6 p.m. Eastern time Monday through Friday.
Toll-free phone number (U.S. callers) - Customer service line: 877 262-1492
Phone number (international callers) - Customer service line: 317 223-0700
Fax number: 317 968-5100

Awards History and NSO Data

Awards History

Do you receive SPORT CANADA Athlete Assistance Program funding (select one)

No C1 SR S1 DEV

If you do receive Sport Canada Athlete Assistance Program funding, how many months per year are you funded?

12 11 10 9 8 7
 6 5 4 3 2 1

Are you currently receiving services from the Canadian Sport Centre Ontario?

Yes No

If No, are you currently aware of the services offered to you by the Canadian Sport Centre Ontario?

Yes No

Athlete Provincial (PSO) / Multi (MSO) or National Sport Organization (NSO) Relationship

Are you a member in good standing with your PSO/MSO/NSO?

Yes No

Have you signed an Athlete Agreement with your PSO/MSO/NSO?

Yes No

Are you currently a registered member of your Provincial/Multi/National Sport Organization?

Yes No

Do you compete on behalf of Ontario at National Championships?

Yes No

Have you competed on behalf of any other province or country within the past two years?

Yes No If yes, which one?

Have you previously been carded by the *Quest for Gold* program?

Yes No

If Yes, which years have you received a *Quest for Gold* 'Ontario Card'?

2008/2009 2007/2008 2006/2007 2005/2006

If Yes, which years have you received a *Quest for Gold* 'Canada Card'?

2008/2009 2007/2008 2006/2007 2005/2006

Which years have you received funding from Sport Canada?

(select all that apply)

2008/2009 2007/2008

2006/2007 2005/2006

2004/2005 2003/2004

2002/2003 2001/2002

2000/2001 1999/2000

1998/1999 1997/1998

Are you currently, or have you in the previous two years, received funding from any other Provincial Athlete Assistance programs?

Yes No

If Yes, which province?

If Yes, provide details

Have you received funding through any other programs?

Yes No

Examples may include:

- Petro-Canada
- Foundation for Athletes Sport Training (FAST)
- James Worrall Award
- Canadian Olympic Committee
- Home Depot
- RONA
- RBC
- CAN Athlete Fund
- Provincial Sport/Multi-Sport Organization Funding Program

If Yes, please list the grants and years you have been awarded.

Coaching Data

Name of Coach (Last, First Name)

Business Mailing Address

Street No. & Name

City/Town

Province

Postal Code

Business Telephone Number

()

E-Mail Address

Coaching certification number at NCCP level or equivalent (please specify)

Additional Information**Education** (Only answer the section that applies to you)

Are you currently enrolled in an educational institution?

- Yes, I am enrolled FULL TIME
 Yes, I am enrolled PART TIME
 No, I am not currently enrolled

What is your current highest level of education?

- University College Trade School High School Jr. High School Elementary

If you are currently enrolled in school, where is it located?

- N/A
 Province, list
 USA

Name of college/university

What is your current Level of Competition?

- Provincial National International

If applicable, please list your provincial, national, or international ranking

Have you been or are you a member of your sport's junior national team?

(select all that apply)

- No
- | | | | |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <input type="checkbox"/> 1990 | <input type="checkbox"/> 1991 | <input type="checkbox"/> 1992 | <input type="checkbox"/> 1993 |
| <input type="checkbox"/> 1994 | <input type="checkbox"/> 1995 | <input type="checkbox"/> 1996 | <input type="checkbox"/> 1997 |
| <input type="checkbox"/> 1998 | <input type="checkbox"/> 1999 | <input type="checkbox"/> 2000 | <input type="checkbox"/> 2001 |
| <input type="checkbox"/> 2002 | <input type="checkbox"/> 2003 | <input type="checkbox"/> 2004 | <input type="checkbox"/> 2005 |
| <input type="checkbox"/> 2006 | <input type="checkbox"/> 2007 | <input type="checkbox"/> 2008 | <input type="checkbox"/> 2009 |

Have you been identified by your National Sport Organization as a next Generation National team Athlete?

- Yes
 No
 N/A

Have you been or are you a member of your sport's senior national team?
(select all that apply)

- No
- | | | | |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <input type="checkbox"/> 1990 | <input type="checkbox"/> 1991 | <input type="checkbox"/> 1992 | <input type="checkbox"/> 1993 |
| <input type="checkbox"/> 1994 | <input type="checkbox"/> 1995 | <input type="checkbox"/> 1996 | <input type="checkbox"/> 1997 |
| <input type="checkbox"/> 1998 | <input type="checkbox"/> 1999 | <input type="checkbox"/> 2000 | <input type="checkbox"/> 2001 |
| <input type="checkbox"/> 2002 | <input type="checkbox"/> 2003 | <input type="checkbox"/> 2004 | <input type="checkbox"/> 2005 |
| <input type="checkbox"/> 2006 | <input type="checkbox"/> 2007 | <input type="checkbox"/> 2008 | <input type="checkbox"/> 2009 |

Competition Information

Have you competed at the Olympics/Paralympics?
(select all that apply)

- Sarajevo (1984)
- Los Angeles (1984)
- Calgary (1988)
- Seoul (1988)
- Albertville (1992)
- Barcelona (1992)
- Lillehammer (1994)
- Atlanta (1996)
- Nagano (1998)
- Sydney (2000)
- Salt Lake City (2002)
- Athens (2004)
- Turin (2006)
- Beijing (2008)
- Vancouver (2010)

Have you competed at the Pan American Games or Para Pan Am Games?
(select all that apply)

- Mar del Plata – Argentina (1995)
- Winnipeg – Canada (1999)
- Santo Domingo – Dominican Republic (2003)
- Rio de Janeiro – Brazil (2007)

Have you competed at the Commonwealth Games?
(select all that apply)

- Edinburgh – Scotland (1986)
- Auckland – New Zealand (1990)
- Victoria – Canada (1994)
- Kuala Lumpur – Malaysia (1998)
- Manchester – England (2002)
- Melbourne – Australia (2006)
- New Delhi – India (2010)
-

Have you competed at the Canada Games?
(select all that apply)

- Saskatoon SK (1989)
- Charlottetown PEI (1991)
- Kamloops BC (1993)
- Grande Prairie AB (1995)
- Brandon MB (1997)
- Corner Brook NF (1999)
- London ON (2001)
- Bathurst-Campbellton NB (2003)
- Regina SK (2005)
- Whitehorse YK (2007)
- Charlottetown/Summerside PEI (2009)

Have you competed at an Ontario Games or an Ontario Paralympic Games?
(select all that apply)

- Guelph – Ontario Summer Games (1998)
- Sault Ste. Marie – Ontario Winter Games (2000)
- Durham Region – Ontario Summer Games (2000)
- Guelph – Barrie/Collingwood – Ontario Winter Games (2002)
- Kitchener/Waterloo – Ontario Summer Games (2002)
- Sarnia – Ontario Paralympic Summer Championships (2003)
- London – Barrie/Collingwood – Ontario Winter Games (2004)
- London – Ontario Summer Games (2004)
- Etobicoke – Ontario Paralympic Summer Championships (2004)
- Essex – Ontario Summer Paralympic Championships (2005)
- Collingwood – Ontario Winter Games (2006)
- Ottawa – Ontario Summer Games (2006)
- Huntsville – Ontario Winter Paralympic Championships (2006)
- London – Ontario Paralympic Summer Championships (2006)
- Sarnia – Ontario Paralympic Summer Championships (2007)
- Collingwood – Ontario Winter Paralympic Championships (2008)
- Collingwood – Ontario Winter Games (2008)
- Scarborough – Ontario Parasport Summer Games (2008)
- Ottawa – Ontario Summer Games (2008)
- Woodstock – Ontario Parasport Summer Games (2009)

Results

What was your 2008-2009 World Championship result or your 2008-2009 highest level of competition and result?
(Please list the competition name)

List your results at any other international events sanctioned by your International Federation (IF) in 2008-2009.

Other

Indicate if you would be willing to:

- Train as a coach
- Train as an official
- Speak at schools or sport clubs as an ambassador for sport

Would you be interested in receiving information regarding coaching, officiating or speaking/ambassador opportunities.

- Yes, send me information
 - No, please do not send information
-

Declarations, Consents and Acknowledgements

I hereby declare that the information in this application is, to the best of my knowledge, true and complete, as it pertains to the *Quest for Gold* OAAP. In return for any assistance provided to me under *Quest for Gold* OAAP, I agree to fulfill all training and competition commitments as set out in the Sports Organization – Athlete Agreement between me and my Provincial Sports Organization, Multi-Sports Organization or National Sports Organization. I also agree to compete on behalf of the Province of Ontario at National Championship events and on behalf of Canada at International Championship events, for a period of one year from the date my grant is approved.

I consent to the exchange of my name, contact information and sport specific personal information (including information about my participation in and funding under *Quest for Gold* OAAP and/or any other athletic assistance programs) between the Ministry of Health Promotion (the “Ministry”) and Sport Canada, other federal and provincial ministries, Provincial Sports Organizations, Multi-Sports Organizations, National Sports Organizations, and Ontario-wide sports entities funded by the Ministry (including the Sport Alliance of Ontario, the Canadian Sport Centre Ontario and the Coaches Association of Ontario), as required for the purpose of assessing my application or otherwise administering the *Quest for Gold* OAAP.

If nominated for *Quest for Gold* OAAP funding, I consent to my Provincial Sport Organization, Multi-Sport Organization or National Sports Organization publishing my name and sport specific personal information on that organization’s internet site and in its other communications, for the purpose of administering the *Quest for Gold* OAAP program.

If awarded *Quest for Gold* OAAP funding, I consent to:

- a) the unrestricted use of my name, hometown and list of athletic accomplishments, without charge, in *Quest for Gold* OAAP promotional materials, broadcasts, press releases and other communications and publications issued by the Ministry, including publication on the Ministry’s internet site;
- b) the disclosure of my name, contact information and list of athletic achievements to my local MPP; and
- c) the disclosure of my name, contact information and list of athletic accomplishments to:
 - i. other Ontario ministries, including the 2010 Olympic Secretariat of the Ministry of Tourism for use, without charge, as required for the purpose of promoting amateur sport; and
 - ii. the Ontario Lottery and Gaming Corporation for use, without charge, as required for the purpose of promoting the *Quest for Gold* OAAP and the *Quest for Gold* Lottery

for a period of one year from the date my grant is approved.

If awarded *Quest for Gold* OAAP funding, I also consent to my Provincial Sport Organization, Multi-Sport Organization or National Sports Organization providing the Ministry with personal information relating to my compliance with my Sport Organization - Athlete Agreement, for the purpose of administering the *Quest for Gold* OAAP.

I acknowledge and confirm that I am solely responsible for making all necessary investigations with the National Collegiate Athletic Association (NCAA), or other athletic organizations as necessary, to determine whether receipt of assistance under the *Quest for Gold* OAAP would negatively affect my status as an amateur athlete or my eligibility to receive athletic or academic scholarships. I confirm that the Ministry has given me no assurances and made no representations in this regard. I will not make any claims against the Ministry in this regard.

I also acknowledge and confirm that I am solely responsible for determining whether receipt of assistance under the *Quest for Gold* OAAP would negatively affect my eligibility for income support from other scholarships, bursaries or student financial assistance programs, disability or other pensions, social assistance programs or other income support programs. I confirm that the Ministry has given me no assurances and made no representations in this regard. I will not make any claims against the Ministry in this regard.

I certify that:

- a) the information given in support of this Application for a grant is true, correct and complete in every respect;
- b) I am aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- c) I understand that the information contained in the Application or submitted to the Ministry in connection with the Grant is subject to Ontario’s *Freedom of Information and Ontario’s Protection of Privacy Act* and *Personal Health Information Protection Act, 2004*, in the case of personal health information;
- d) I accept sole responsibility for the expenditure of the Grant funds; and
- e) I have read and understand the information contained in this Application form, including the terms and conditions attached to this Application.

If you agree with all of these Declarations, Consents, Acknowledgements and the terms and conditions attached to this Application, please indicate your acceptance of them by signing below. Signature of this form constitutes your acceptance of these Declarations, Consents and Acknowledgements, and the terms and conditions attached to this Application, even if you have not read them.

Name of Applicant (Last, First Name)	Signature	Date (mm/dd/yyyy)
Name of Parent or Legal Guardian (Last, First Name) (required if applicant is under 18)	Signature	Date (mm/dd/yyyy)

Quest for Gold 2009-2010 Terms and Conditions

All grants awarded by the Ministry of Health Promotion (Ministry) are governed by terms and conditions. The general terms and conditions governing grants awarded under the *Quest for Gold* program are contained in this application form.

By completing this application form and submitting it to the Ministry, the Applicant is agreeing with the Ministry to be bound by these general terms and conditions if a grant is awarded.

In addition to these general terms and conditions the Ministry may require additional terms and conditions which will be contained in subsequent correspondence from the Ministry. The Ministry will send such subsequent correspondence to the Applicant for signature. Once the Applicant signs that correspondence and returns it to the Ministry, the additional terms and conditions contained in that subsequent correspondence will form part of the Applicant's agreement with the Ministry. The Ministry will not disburse grant funds to the Applicant until the application is accepted by the Minister and the Minister issues an Approval Letter, and the Applicant signs and returns any subsequent correspondence containing any additional terms and conditions required by the Ministry. All pre-conditions will also have to be satisfied.

All grant applications submitted to the Ministry are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 chapter F.31, as amended, and the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, *in the case of personal health information*. Copies of the Acts are available from Publications Ontario, telephone 416 326-5300 or 1 800 668-9938. The Acts are also Internet accessible at URL: <http://www.e-laws.gov.on.ca>.

In completing and submitting this Application Form, the Applicant consents to the use and disclosure of his or her name, hometown, contact information, list of athletic accomplishments and other sport specific personal information, in accordance with and for the purposes set out in the following Terms and Conditions.

1. Definitions

"Agreement" means these general Terms and Conditions and the requirements as set out in the Athlete Handbook, the Application Form, the Approval Letter and in any Subsequent Correspondence containing additional terms and conditions which the Ministry may require;

"Applicant" means the amateur athlete who has submitted this application to the Ministry for a grant under the *Quest for Gold* program;

"Application Form" means the application form submitted by the Applicant for funding under the Program, including the information contained in the form and the information provided by the Applicant;

"Approval Letter" means the letter from the Minister or Ministry to the Applicant announcing the award of a grant to the Applicant under the Program;

"Athlete Handbook" means the 2009-2010 *Quest for Gold* Athlete Handbook produced by the Ministry of Health Promotion and distributed to Applicants;

"Grant" or "Grant Funds" means the money provided to the Recipient by the Ministry pursuant to this Agreement;

"Maximum Funds" means the sum of money specified in the Approval Letter;

"Minister" means the Minister of Health Promotion;

"Ministry" means Her Majesty the Queen in right of Ontario as represented by the Minister of Health Promotion;

"Notice" means any communication given or required to be given under the Agreement;

"Program" means the *Quest for Gold* Ontario Athlete Assistance Program established by the Ministry and "*Quest for Gold*" has a corresponding meaning;

"Recipient" means the Applicant who has been awarded a Grant under the Program;

"Sports Organization" means the Provincial Sports Organization, Multi-Sports Organization or National Sports Organization responsible for governing the specific sport in which the Applicant or Recipient competes;

"Sports Organization – Athlete Agreement" means the agreement between the Applicant or Recipient and his or her Sports Organization, as described in the Athletes Handbook;

"Subsequent Correspondence" means any correspondence from the Minister or Ministry to the Recipient, besides the Approval Letter, in which the Minister or Ministry requires additional terms and conditions; and

"Terms and Conditions" means the general terms and conditions set out in this Application Form and any additional terms and conditions set out in the Approval Letter or in any Subsequent Correspondence.

2. Term

The Agreement shall be in effect for a period of one year from the date of the Approval Letter unless terminated earlier pursuant to section 5, section 12, or section 13 of these Terms and Conditions.

3. Representations and Warranties

The Recipient represents and warrants that:

- a) he or she is a resident of Ontario or comes within the military family residency exemption described in Section 4 of these Terms and Conditions and otherwise meets all of the *Quest for Gold* eligibility requirements specified in the Athlete Handbook;
- b) he or she has entered into, and is compliance with, an Athlete Agreement with the Sports Organization responsible for governing the Recipient's sport;
- c) he or she is in compliance with all applicable federal, provincial and municipal laws, all applicable rules, regulations, by-laws, notices, orders and approvals and all policies and rules which apply to the Recipient's sport;
- d) any information the Recipient provided to the Ministry in support of his or her request for Grant Funds, including information relating to any eligibility requirements, was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement; and
- e) he or she is not, and shall not become a party to any agreement, business or other relationship that may conflict with the Agreement during the term of the Agreement.

4. Military Family Residency Exemption

The minimum one-year residency requirement for *Quest for Gold* eligibility is waived where the Applicant is a spouse or dependant of:

- a Regular Force member of the Canadian Forces, or
- a Reservist currently deployed by the Canadian Forces into active service

as more particularly described in the 2009-2010 *Quest for Gold* Athlete Handbook.

5. Grant Funding

The Ministry shall provide the Recipient with Grant Funds up to the Maximum Funds. The Ministry shall disburse the Grant Funds at the times and on the basis provided for by the Ministry in writing.

Despite any other provision of this Agreement, the Ministry may reduce the amount of the Grant Funds or terminate the Agreement immediately, upon giving Notice to the Recipient, pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement. If the Ministry terminates the Agreement under this provision, the Ministry may cancel all further instalments of Grant Funds and/or demand the repayment of any Grant Funds remaining in the possession or under the control of the Recipient.

6. Use of Grant Funds

Unless otherwise permitted by the Ministry in writing, the Recipient shall use the Grant Funds solely for the purpose of paying for living, educational or athlete training and development expenses as authorized in the Athlete Handbook. The Recipient agrees to maintain his or her eligibility for Program funding and to fulfill all commitments and comply with all requirements set out in the Athlete Handbook.

7. Assignment of Application or Grant

The Applicant or Recipient shall not assign this Agreement or any Grant or part thereof without the prior written consent of the Ministry.

8. Competing for Ontario and Canada

During the term of the Agreement, the Recipient shall compete exclusively on behalf of the Province of Ontario at National Championship events and exclusively on behalf of Canada at International Championship events.

9. Sports Organization – Athlete Agreement

The Recipient must enter into a Sports Organization – Athlete Agreement with his or her Sports Organization before any Grant Funds are disbursed, and the Recipient must comply with the terms and conditions of that agreement, to the satisfaction of the Sports Organization, throughout the term of this Agreement.

10. Additional Terms and Conditions

The Ministry may, on reasonable Notice, impose such additional terms and conditions as the Ministry, in its sole discretion, considers appropriate for the proper conduct of the Program or for the proper management and expenditure of the Grant Funds, and the Ministry may impose terms and conditions on any consent granted pursuant to this Agreement. The Recipient shall abide by any additional terms and conditions imposed by the Ministry.

11. Unused Grant

Any Grant Funds which have not been used and accounted for in accordance with this Agreement upon the expiry or early termination of this Agreement shall belong to the Ministry and shall be used only for the purposes agreed upon by the Ministry in writing, or shall be returned to the Ministry immediately, upon the written request of the Ministry.

12. Termination by Ministry on Notice

The Ministry may terminate the Agreement at any time upon giving at least 30 days written Notice to the Recipient. If the Ministry terminates the Agreement under this provision, the Ministry may cancel all further instalments of Grant Funds and/or demand the repayment of any Grant Funds remaining in the possession or under the control of the Recipient.

13. Termination for Default

The Ministry may, at any time, take one or more of the following actions:

- a) suspend the payment of Grant Funds for such period as the Ministry determines appropriate;
- b) reduce the amount of the Grant Funds;
- c) cancel all further instalments of Grant Funds;
- d) demand the repayment of any Grant Funds remaining in the possession or under the control of the Recipient;
- e) demand the repayment of an amount equal to any Grant Funds the Recipient used for purposes not authorized under this Agreement;
- f) demand the repayment of an amount equal to any Grant Funds the Ministry provided to the Recipient; and/or
- g) terminate the Agreement immediately upon giving written Notice to the Recipient

if any of the following events (“Events of Default”) occur:

- i. the Sports Organization – Athlete Agreement is terminated or expires;
- ii. the Recipient is in material default of the Sports Organization – Athlete Agreement and fails to remedy the default to the satisfaction of the Sports Organization in accordance with the provisions of that agreement; or
- iii. in the opinion of the Ministry, the Recipient:
 - a) knowingly provided false or misleading information in his or her Grant application or in any other communication with the Ministry or in any public communication regarding the Grant;
 - b) ceases to meet the *Quest for Gold* eligibility requirements specified in the Athlete Handbook;
 - c) uses any of the Grant Funds for a purpose not authorized under this Agreement; or
 - d) breaches any other material requirement of this Agreement.

The Ministry, in its discretion, may give the Recipient Notice and an opportunity to remedy any Event of Default which, in the Ministry’s opinion, is capable of being remedied. If the Recipient fails to remedy the

Event of Default, to the Ministry’s satisfaction, within the time period specified by the Ministry, the Ministry may initiate one or more of the actions set out in subsections 13 (a) to (g) above.

14. Repayment of Grant by Recipient

If the Ministry demands repayment of all or part of the Grant Funds, pursuant to the terms of this Agreement, such monies shall be deemed to be a debt due and owing to the Province of Ontario (the “Province”) and the Recipient shall pay the amount immediately. The Recipient shall pay any monies owing to the Province by cheque payable to the Ontario Minister of Finance and mailed to the Ministry at the address provided in section 25. The Ministry may charge interest on any amount owing by the Recipient at the then-current rate charged by the Province on accounts receivable.

15. Participation in Evaluation Process

If requested by the Ministry, the Recipient will participate in Ministry-conducted evaluations of the *Quest for Gold* program.

16. Reports

The Recipient shall provide the Ministry with such reports and information as the Ministry may request, in writing, relating to the Recipient’s participation in the *Quest for Gold* program, expenditure of Grant Funds and compliance with these Terms and Conditions.

17. Records and Inspections

The Recipient shall keep and maintain records and documents relating to the Grant and the expenditure of the Grant Funds for three years after the expiration or termination of this Agreement, and if requested, shall make such records and documents available to the Ministry for inspection and photocopying. Any inspection shall take place during business hours and upon at least 24 hours notice.

18. Conflict of Interest

The Recipient shall participate in the Program and use the Grant Funds without an actual, potential or perceived conflict of interest. The Recipient shall disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest and shall comply with any terms and conditions that the Ministry may reasonably prescribe as a result of the disclosure.

19. Acknowledgements and Promotion

If requested by the Ministry, the Recipient shall acknowledge the support of the Government of Ontario, wherever possible, in a manner specified by the Ministry. If requested by the Ministry, the Recipient will participate in sport-related, non-commercial activities promoting the *Quest for Gold* program.

20. Consent to use and disclosure of Information

Any information submitted to the Ministry is subject to the *Freedom of Information and Protection of Privacy Act*, and subject to the *Personal Health Information Protection Act, 2004* in the case of personal health information.

The Applicant or Recipient, as the case may be, consents to the exchange of his or her name, contact information and sport specific personal information (including information about the Recipient’s participation in and funding under *Quest for Gold* and/or any other athletic assistance programs) between the Ministry and Sport Canada, other federal and provincial ministries, Sports Organizations, and Ontario-wide sports entities funded by the Ministry (including the Sport Alliance of Ontario, the Canadian Sport Centre Ontario and the Coaches Association of Ontario), as required for the purpose of assessing the Applicant’s application or otherwise administering the *Quest for Gold* program;

The Applicant consents to his or her Sports Organization publishing the Applicant’s name and sport specific personal information on the Sports Organization’s internet site and in its other communications, for the purpose of administering the Program, if the Applicant is nominated for *Quest for Gold* funding.

The Recipient consents to:

- a) the unrestricted use of the Recipient’s name, hometown and list of athletic accomplishments, without charge, in *Quest for Gold* promotional materials, broadcasts, press releases and other communications and publications issued by the Ministry, including publication on the Ministry’s internet site;

- b) the disclosure of the Recipient's name, contact information and list of athletic achievements to his or her local MPP; and
- c) the disclosure of the Recipient's name, contact information and list of athletic accomplishments to:
 - i. other Ontario ministries, including the 2010 Olympic Secretariat of the Ministry of Tourism for use, without charge, as required for the purpose of promoting amateur sport; and
 - ii. the Ontario Lottery and Gaming Corporation for use, without charge, as required for the purpose of promoting the *Quest for Gold* program and the *Quest for Gold* Lottery

for a period of one year after the termination or expiration of the Agreement.

The Recipient waives any and all rights that he or she may have in relation to the publication of the Recipient's information in various contexts and the right to control the use or distribution of that information in such promotional materials.

The Recipient also consents to the Sports Organization disclosing to the Ministry personal information relating to the Recipient's compliance with the Sports Organization – Athlete Agreement, for the purpose of administering the *Quest for Gold* OAAP program.

21. Status as Amateur Athlete/NCAA and other Athletic Scholarships

The Recipient acknowledges that the Ministry has given no assurances and made no representations or warranties regarding the possible impact of the Grant on the Recipient's status as an amateur athlete or on the Recipient's eligibility to receive athletic scholarships. The Recipient accepts sole responsibility for making any necessary inquiries with the National Collegiate Athletic Association ("NCAA"), and other athletic organizations as necessary, to determine whether acceptance of assistance under the *Quest for Gold* program would negatively affect the Recipient's status as an amateur athlete or the Recipient's eligibility to receive athletic scholarships. The Recipient agrees that the Ministry has no responsibility for any consequences that may follow, or losses that the Recipient may sustain if the Recipient is found not to be an amateur athlete or found ineligible to receive athletic scholarships. The Recipient agrees not to make any claims against the Ministry for any costs, losses or damages arising out of or in any way related to the Recipient's status as an amateur athlete or to the Recipient's eligibility to receive athletic scholarships.

22. Impact on Other Scholarships and/or Income Support

The Recipient acknowledges that the Ministry has given no assurances and made no representations or warranties regarding the possible impact of the Grant on the Recipient's eligibility for income support from academic scholarship programs, bursaries and other student financial assistance programs, disability or other pensions, social assistance programs or any other income support programs (collectively called "other support"). The Recipient accepts sole responsibility for making any necessary inquiries with any governmental body, educational institution or other organization that may provide such other support, in order to determine whether acceptance of assistance under the *Quest for Gold* program would negatively impact the Recipient's eligibility for such other support. The Recipient agrees that the Ministry has no responsibility for any consequences that may follow, or losses that the Recipient may sustain if the Grant negatively impacts the Recipient's eligibility for such other support. The Recipient agrees not to make any claims against the Ministry for any costs, losses or damages arising out of or in any way related to the Recipient's eligibility for such other support.

23. Limitation of Liability

The Ministry and its officers, employees and agents shall not be liable to the Recipient, or to the Recipient's heirs, executors or successors for any costs, losses, claims, liabilities or damages howsoever caused (including any incidental, indirect, special or consequential damages, damages to property or any injury to persons, including death) arising out of or in any way related to the Grant or to the Recipient's participation in the *Quest for Gold* program, unless caused by the negligence or willful act of the Ministry's officers, employees or agents.

24. Indemnity

The Recipient hereby agrees to indemnify and hold harmless the Minister and Ministry, her or his and its officers, employees and agents from and against any and all claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way

related to the Grant or to the Recipient's participation in the *Quest for Gold* program.

25. Notice. Notices given under this Agreement shall be in writing and shall be delivered by postage-prepaid mail or personal delivery and shall be addressed as follows:

To the Ministry:
Ministry of Health Promotion
Sport & Recreation Branch
Attn: Quest for Gold O.A.A.P
393 University Ave, Suite 1802
Toronto ON M7A 2S1

or to such other address as the Ministry subsequently designates in writing.

To the Recipient:

At the address provided by the Recipient in his/her completed Application Form or to such other address as the Recipient subsequently designates in writing.

Notice shall be deemed to have been received seven days after mailing, in the case of postage-prepaid mail, and on the day such Notice is received in the case of personal delivery. In the event of a postal disruption, Notice must be given by personal delivery.

26. Waiver

A waiver of any failure to comply with any term of the Agreement must be in writing and signed by the party giving the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any other similar or different failure to comply, whether occurring prior thereto, at the same time or thereafter.

27. Invalid and Unenforceable Provisions to be Severed

If any provision of this Agreement is to be found to be invalid or unenforceable, it shall be severed and the other provisions of the Agreement shall not be affected.

28. Independent Parties

The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

29. Further Assurances

The parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

30. Circumstances Beyond the Control of Either Party

A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties including infectious diseases, war, riots and civil disorder, storm, flood, earthquake and other severely adverse weather conditions, confiscation and other similar action by government agencies, lawful act by a public authority, and strikes, lockouts and other labour actions shall not be considered a breach of the Agreement provided the party affected by the event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of carrying out the terms and conditions of the Agreement.

31. Governing Law

The Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The parties submit to the exclusive jurisdiction of the Ontario courts.

32. Survival

Despite section 2, the provisions in sections **11** (Unused Grant), **13 (d), (e) and (f)** (re Termination for Default), **14** (Repayment of Grant by Recipient), **15** (Participation in Evaluation Process), **16** (Reports), **17** (Records and Inspection), **19** (Acknowledgements and Promotion), **21** (Status as Amateur Athletes/NCAA and other Athletic Scholarships), **22** (Impact on Other Scholarships or Income Support), **23** (Limitation of Liability), **24** (Indemnity), **25** (Notice), **28** (Independent Parties), **29** (Further Assurances), **31** (Governing Law) and **32** (Survival) shall survive termination or expiry of the Terms and Conditions for a period of three years from the date of such expiration or termination.

If you agree to these Terms and Conditions, please indicate your acceptance of them by signing below. Signature of this form constitutes your acceptance of these Terms and Conditions, even if you have not read them.

I have read, understand and agree to be bound by the above Terms and Conditions and by any additional Terms and Conditions contained in any subsequent correspondence from the Ministry of Health Promotion, if a *Quest for Gold* grant is awarded to me.

Name of Applicant (Last, First Name)	Signature	Date (mm/dd/yyyy)
Name of Parent or Legal Guardian (required if applicant is under 18)	Signature	Date (mm/dd/yyyy)

Please make a copy of your application to retain for your records