



**WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT**

TERMS AND CONDITIONS SCHEDULE

Current Version



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TERMS AND CONDITIONS SCHEDULE

INTRODUCTION – POLICIES AND PROCEDURES

- 1) The Western Hockey League ("WHL") is a non-profit corporation, a member of the Canadian Hockey League ("CHL"), and a member of Hockey Canada.
- 2) All WHL Players are amateur athletes registered with Hockey Canada or USA Hockey.
- 3) The WHL shall approve and register all agreements between the Club and the Player. The WHL will approve and register only those agreements between the Club and the Player which:
 - a) use the WHL Standard Player Agreement (the "Agreement");
 - b) are duly executed by the Club, the Player, and, where necessary, the parents or guardian of the Player; and
 - c) comply with the regulations of the WHL, as amended or supplemented from time to time.
- 4) **Any oral agreements, representations, promises or incentives which are not included in writing in the Agreement, or which are contrary to the regulations of the WHL, are void.** For information regarding the regulations of the WHL, you may contact the WHL Office in writing at 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9, by phone at (403) 693-3030, by email at info@whl.ca or by facsimile transmission at (403) 693-3031, ("WHL Office").
- 5) This Agreement is to be executed by the Club, the Player, and, where necessary, the parents or guardian of the Player. After execution by the Player, the Club and, for Players under the age of majority, the parents or guardian of the Player, the Agreement shall be forwarded by the Club to the WHL Office for approval and registration by the WHL by email, fax or overnight courier. The Agreement will not become effective until it has been approved by, and registered with, the WHL. If approved, the Agreement will be endorsed by the WHL within five (5) business days of receipt of the Agreement by the WHL Office. The WHL will notify the Club that the Agreement has been approved following which the Club will notify the Player of the approval. Should the WHL not approve the Agreement, the Club and the Player will be advised in writing by the WHL Office, including the reasons for non-approval, within five (5) business days of receipt of the Agreement by the WHL Office.
- 6) If, within five (5) business days of receipt by the WHL Office of the Agreement, the WHL has not approved the Agreement, or if, within five (5) business days after receipt by the Club of the Agreement from the WHL Office, the Club fails to provide the Player with a copy of the fully signed Agreement with the written approval of the WHL endorsed thereon, then the Agreement shall be void, and as a consequence, no party shall have any obligations under the Agreement.
- 7) The contents of the Agreement are strictly confidential to the parties concerned. Any reproduction or distribution of the Agreement by the Player or the Player's parents or guardian, without the prior written consent of the WHL, is strictly prohibited.

For Further Information:

Western Hockey League
2424 University Drive NW
Calgary, Alberta T2N 3Y9
Canada

Phone: (403)693-3030
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ARTICLE 1 – CONSTRUCTION

- 1.1 (a) **“Agreement”** or **“this Agreement”** means the WHL Standard Player Agreement entered into between a member franchise of the WHL (**“Club”**) and the hockey player (**“Player”**) inclusive of this Terms and Conditions Schedule. The purpose of this Agreement is to define the obligations of the Club and Player as the parties to this Agreement. The parties agree that this Agreement is not a contract of employment between the Club and the Player. This Terms and Conditions Schedule is incorporated by reference into and forms part of the WHL Standard Player Agreement.
- (b) **“Hockey Season”** means the period that commences each year at the start of training camp, includes pre-season and regular season games, and ends on the date of the Club’s last game during the WHL regular season, the playoffs or the Memorial Cup Championship, whichever is later;
- (c) **“normal and regular place of residence”** means, as applicable, the normal and regular place of residence, at the relevant time, of:
- (i) the Player’s parents,
 - (ii) the parent with whom the Player normally resides if the parents are separated, or
 - (iii) the Player’s guardian or former guardian.
- (d) **“post-secondary educational institution”** includes publicly funded technical, trade and/or continuing education schools, colleges, universities and professional training schools or programs, and any other type of school or program the WHL may, in its sole discretion, acting reasonably, designate from time to time as a “post-secondary educational institution” under what is known and commonly referred to by the WHL as the “WHL Scholarship Program”.
- (e) **“regulations”** means those in place from time to time, as amended or revised.
- (f) **“rules”** means those in place from time to time, as amended or revised.
- (g) **“sanctioned”** hockey games or tournaments, events, or activities means:
- (i) all WHL exhibition, preseason, regular season, all-star, and play-off games and the Club’s scheduled team practices and training sessions
 - (ii) all CHL National Special Events, including, but not limited to All-Star Games or international series, the CHL Top Prospects Game and all games in the Memorial Cup Championship, and
 - (iii) the annual World Junior Hockey Championships, the Under-18 World Hockey Championship Tournament, the Under-17 World Hockey Challenge Tournament, or similar events approved by the Club and the WHL and all scheduled or organized tryouts, team practices and team training sessions leading to such championships, tournaments or games,
- and includes:
- (iv) all Club or WHL scheduled or organized events or activities attended by the Player which the Club or the WHL has obligated the Player to participate in,
 - (v) all other events or activities in relation to the games, tournaments and championships referred to in items (i), (ii) and (iii) above which events or activities are scheduled or organized by the Club, the WHL, the CHL, Hockey Canada, USA Hockey, the International Ice Hockey Federation (“IIHF”) or any provincial governing hockey associations attended by the Player and which the Club, the WHL, the CHL, Hockey Canada or the provincial governing hockey associations has obligated the Player to participate in, and

(vi) all travel in relation to the games or tournaments, events or activities referred to above that has been scheduled or organized by the Club, the WHL, the CHL, Hockey Canada, USA Hockey, the IIHF or the provincial governing hockey associations.

(h) **“Term”** has the meaning ascribed to it in paragraph 2 of the WHL Standard Player Agreement.

(i) **“WHL Standard Player Agreement”** means the WHL Standard Player Agreement entered into between the Club and the Player, of which this Terms and Conditions Schedule forms a part.

1.2 Words and phrases used in this Terms and Conditions Schedule but not defined herein, have the meaning ascribed to them in the WHL Standard Player Agreement.

1.3 A reference in this Terms and Conditions Schedule to an Article, paragraph or subparagraph is a reference to an Article, paragraph or subparagraph of this Terms and Conditions Schedule unless otherwise specifically provided.

ARTICLE 2 – TRAVEL, TRAINING, ROOM AND BOARD, EDUCATION – CURRENT PLAYER

2.1 Commencing September 15 of each Hockey Season, subject to the provisions of this Agreement and while the Player is on the Club's active player roster, the Club shall reimburse the Player for certain costs incurred by the Player on behalf of the Club in respect of the travel and training expenses as set forth in paragraph 3 of the WHL Standard Player Agreement Execution Schedule. This reimbursement shall be limited by and paid in accordance with the regulations of the WHL.

2.2 The reimbursement due and owing to the Player under paragraph 2.1 shall be paid by the Club to the Player on or about the last business day of each applicable month of the Hockey Season.

2.3 The Club shall arrange for and pay or cause to be paid, as the case may be, the Player's reasonable room and board expenses commencing the day the Player reports to the Club, in accordance with the Club's direction, until the end of the Hockey Season.

2.4 If the Club requires the Player to relocate from his normal and regular place of residence to the city where the Club is located, the Club shall reimburse, pay or cause to be paid, as the case may be, in each year of this Agreement such amounts as are reasonably expended for such relocation by the Player, including:

- (a) reporting to the Club from his permanent residence at the commencement of each Hockey Season;
- (b) at the conclusion of each Hockey Season, returning to his permanent residence; and
- (c) one return trip during the Christmas holiday season of each Hockey Season to and from his permanent residence.

2.5 The Club will, during the Term of this Agreement, arrange for the Player's enrollment in a high school or assist with registration in a post-secondary educational institution during the fall and winter term, in the city where the Club is located, and will pay or cause to be paid, the reasonable expenses related to tuition fees, compulsory student fees (excluding premiums for health services, which may include medical and dental insurance fees) and textbooks directly related to the Player's course of study (including any applicable sales taxes and goods and services taxes). The obligation of the Club under this paragraph 2.5 to pay the Player's reasonable expenses related to tuition fees, compulsory student fees (excluding premiums for health services, which may include medical and dental insurance fees) and textbooks shall be limited to an amount which reflects, as a benchmark, the reasonable expenses of a Player attending a mainstream general program of study (mainstream general program of study to be defined as an undergraduate arts, science or general studies program). The Club will, during the Term of this Agreement, also reimburse or cause to be paid, the reasonable expenses associated with retaining qualified tutors and educational advisors, as deemed reasonably necessary by the Player and the Club, to assist the Player in his academic studies. Such academic assistance is predicated on the Club's requirement that the Player's hockey playing necessarily requires significant absence from the regular hours of schooling, and, as such, the Club is providing reimbursement for what would otherwise be provided to the Player by the public education system.

ARTICLE 3 – WHL SCHOLARSHIP PROGRAM – GRADUATE PLAYER

3.1 (a) (i) Subject to the provisions of paragraphs 3.1(d) and 3.2, the Player shall be eligible for the WHL Scholarship Program pursuant to which the WHL will provide scholarships in respect of the Player's educational costs to enroll in and attend a post-secondary educational institution as a full time student following completion of the Player's WHL playing term. The WHL Scholarship Program covers:

- (A) one half of an academic year if the Player is on the Club's roster on October 11 or at any time thereafter up to and including January 10 of any Hockey Season; and
- (B) one half of an academic year if the Player is on the Club's roster on January 11 of any Hockey Season;

provided however, the Player's WHL Scholarship will be limited to a maximum of one academic year for each Hockey Season or portion thereof played in the WHL to a maximum of five (5) academic years, regardless of the number of Hockey Seasons or portions thereof that the Player has played in the WHL.

- (ii) The Player's WHL Scholarship covers the costs and expenses of tuition fees, compulsory student fees and textbooks directly related to the Player's course of study, including any applicable sales taxes and goods and services taxes to attend, as a full time student, the publicly funded post-secondary educational institution designated by the Player (in accordance with the WHL Standard Player Agreement) in a province of Canada or a state of the United States of America where the Player normally and regularly resides (the "designated post-secondary educational institution"). In the event the Player enrolls in and attends a post-secondary educational institution other than the designated publicly funded post-secondary educational institution, the Player's WHL Scholarship under this paragraph 3.1 shall, subject to paragraph 3.2, be limited to an amount which does not exceed expenses of a similar program of study at the publicly funded post-secondary educational institution designated by the Player.
- (b) Amounts payable by the WHL for tuition fees and compulsory student fees shall be limited to the amount published in the official school handbook, calendar or other relevant publication of the designated postsecondary educational institution for the academic year in which the Player is enrolled and attends a post-secondary educational institution, subject to the provisions of paragraph 3.2. Upon receipt by the WHL of evidence of the Player's enrollment in a post-secondary educational institution together with an invoice from that institution for tuition and compulsory student fees, the WHL will, subject to the provisions of paragraphs 3.1(a), 3.1(b) and 3.2, pay such tuition and compulsory student fees directly to the post-secondary educational institution. The Player hereby agrees that any refunds or reimbursements applicable to tuition or compulsory student fees which were paid by the WHL resulting from the Player's withdrawal from the post-secondary educational institution or from classes, failure of the student to maintain an acceptable passing grade in the course of his studies, or any other reason, will be made by the post-secondary educational institution directly to the WHL, and if made by the post-secondary educational institution to the Player, will be paid by the Player to the WHL within ten (10) days of the Player's receipt of same from the post-secondary educational institution, failing which the Player shall pay interest thereon at 10% per annum compounded monthly, and the Player's eligibility for the WHL Scholarship Program shall be suspended until the funds are paid in full.
- (c) Subject to the provisions of paragraph 3.2, the WHL will reimburse the Player for school textbook expenses directly related to the Player's course of study, together with any applicable sales taxes and goods and services taxes, within thirty (30) days of the Player providing appropriate evidence of expenditures or receipts to the WHL. The maximum reimbursement for the expenses of school textbooks will be based on the estimate for the Player's program of study as outlined in the official school handbook, calendar or other relevant publication of the designated post-secondary educational institution for the academic year in which the Player is enrolled and attends a post-secondary educational institution, subject to the provisions of paragraph 3.2; if such an estimate is not available in the official school handbook, calendar or other relevant publication of the designated post-secondary educational institution then the maximum reimbursement of such expenses will be based on information obtained by the WHL from the designated post-secondary educational institution.

- (d) The Player will be permitted to play an unlimited number of hockey games in certain hockey leagues which the WHL has, in its sole discretion acting reasonably, designated as a professional development hockey league without affecting the Player's eligibility to participate in the WHL Scholarship Program pursuant to this paragraph 3.1. The WHL will identify the hockey leagues which will be designated as professional development hockey leagues for the purpose of this Agreement. The Player shall not, however, be eligible for the benefits contained in this paragraph 3.1 if:
- (i) the Player has executed a professional hockey playing contract with a team in the National Hockey League, a team in the American Hockey League (but excluding an American Hockey League tryout contract or tryout contracts under which the Player plays an aggregate of twenty-five (25) or fewer games in the American Hockey League) or a professional hockey team in Europe; or
 - (ii) the Player fails by September 15, after one full academic year or Hockey Season following completion of his eligibility to play in the WHL as a twenty (20) year old, to enroll in and attend a post-secondary education institution as a full time student; or
 - (iii) the Player fails by September 15 after two full academic years or Hockey Seasons following completion of his eligibility to play in the WHL as a nineteen (19) year old, to enroll in and attend a post-secondary education institution as a full time student; or
 - (iv) the Player fails at any time to enroll in, attend and maintain the status of a full time student during the fall and winter academic semesters at a post-secondary educational institution in consecutive academic years following the academic year the Player first uses the benefits of the WHL Scholarship Program provided however, the WHL may, upon the written request of the Player, permit the Player to extend the benefit period under paragraph 3.1 (1)(i) by permitting the Player to attend a post-secondary institution on a part time basis or in non-consecutive academic years. The WHL shall not, however, be liable to the Player for any increase in educational costs due to such extension notwithstanding the consent of the WHL to extend the benefit period under paragraph 3.1 (a)(i).
- (e) If the Player, while on the Club's active roster, suffers a serious injury that ends his ability to play competitive amateur or professional hockey while participating either in:
- (i) any hockey game under paragraph 4.1; or
 - (ii) in any sanctioned event or activity,

then notwithstanding the provisions of paragraphs 3.1(a)(i), 3.1(d)(ii), 3.1(d)(iii) and 3.1(d)(iv), the Player shall be entitled to a full WHL scholarship for a maximum of four (4) academic years (unless the Player has qualified for five (5) years WHL Scholarships in accordance with the provisions of paragraph 3.1(a)(i) in accordance with and subject to the provisions of paragraphs 3.1(a), 3.1(b), 3.1(c) and 3.2 to enroll in and attend a post-secondary educational institution, whether as a part time or full time student.

- 3.2 It is acknowledged that, for the purposes of paragraph 3.1, there are certain post-secondary educational institution programs of study that are outside of the mainstream of general study with the result that such programs have higher academic costs and expenses associated with them. If the Player enrolls in such a program, the obligation of the WHL under paragraph 3.1 to cover the Player's reasonable expenses associated with such a program shall be limited to an amount which reflects, as a benchmark, the reasonable expenses of a Player attending a mainstream general program of study (mainstream general program of study to be defined as an undergraduate arts, science or general studies program), at a publicly funded post-secondary educational institution designated by the Player in accordance with the WHL Standard Player Agreement in the province or state where the Player normally and regularly resides. It is also understood that compulsory student fees may vary depending on the post-secondary educational institution at which the Player may enrol. For the purpose of this agreement, the obligation of the WHL under paragraph 3.1, to cover all compulsory student fees, excludes premiums for health services, which may include medical and dental insurance fees.

ARTICLE 4 – THE PLAYER

- 4.1 The Player shall, during the Term of this Agreement, play hockey exclusively for the Club and shall play for the Club in all the Club's exhibition, preseason, regular season and playoff games and all tournament games for the Memorial Cup, and, with the prior consent of the Club and the WHL:
- (a) except as hereinafter specifically provided in this paragraph 4.1, in the WHL and Canadian Hockey League ("CHL") all-star game(s), the CHL Top Prospects Game, or other sanctioned events or activities scheduled or organized by the WHL or CHL;
 - (b) if selected by the Hockey Canada or any other like national governing hockey association in Europe or the United States of America, in the annual World Junior Hockey Championships and all tryouts and team practices leading to such championship, in accordance with release dates and conditions agreed to by the WHL;
 - (c) if selected by any provincial governing hockey association or any like governing hockey association in Europe or the United States of America, in the Under-17 World Hockey Challenge Tournament and the Under-18 World Hockey Championship Tournament and all tryouts and team practices leading to these tournaments, in accordance with release dates and conditions agreed to by the WHL; and
 - (d) at the request of the WHL or the CHL, in other hockey games or tournaments as may be sanctioned by the WHL or the CHL
- 4.2 The Player covenants and agrees:
- (a) to report, on time and in good physical condition, for the commencement of the Club's training camp prior to the commencement of the Hockey Season, and will participate in the Club's training camp, at the time and place designated by the Club;
 - (b) to keep and maintain himself in good physical condition at all times throughout the Hockey Season;
 - (c) at the request and direction of the Club, to cooperate and participate in reasonable promotional activities sponsored by the Club, the WHL or the CHL;
 - (d) to conduct himself at all times, both on and off the ice, in a manner consistent with good standards of honesty, decency, morality, and fair play, and not to conduct himself at any time in any manner that would be detrimental to the well-being of the Club, the WHL, the CHL, Hockey Canada, USA Hockey, IIHF, any like provincial, state or federal governing hockey association in Canada, Europe or the United States of America, or hockey in general;
 - (e) to abide by the rules and regulations, policies, guidelines, directions and instructions governing conduct and behaviour reasonably established by the Club from time to time and applicable to all its players including, without limitation, rules, regulations, policies, guidelines, directions, and instructions governing the use of tobacco, drugs and alcohol; personal conduct and social media policies; attendance at school; conduct on and off the ice; curfew; community service and training;
 - (f) to abide by the rules and regulations, guidelines, directions and instructions reasonably established by the WHL from time to time and applicable to all WHL players including, without limitation, rules, regulations, guidelines, directions and instructions relating to the WHL Scholarship Program;
 - (g) to abide by the rules and regulations, guidelines, directions and instructions governing conduct and behaviour established by any provincial governing hockey association in Canada, Hockey Canada, USA Hockey, IIHF, or any like governing hockey association in Europe or the United States of America applicable to all its players participating in the World Junior Hockey Championship, the Under-17 World Hockey Challenge Tournament, the Under-18 World Hockey Championship Tournament and related events or other like events, including, without limitation, all tryout camps and team practices leading to such events;

- (h) to participate, at the request of the Club and the WHL, in events or activities organized, scheduled or sanctioned by the WHL or the CHL;
- (i) to maintain a valid passport for purposes of facilitating customs and immigration processes during the course of the Hockey Season;
- (j) to maintain Player registration with Hockey Canada and, if applicable, USA Hockey or otherwise as required by the WHL from time to time;
- (k) to play hockey for the Club faithfully, diligently and to the best of his abilities as an amateur athlete hockey player;
- (l) not to engage in hazardous activities or avocations including, without limitation, racing (automobile, go-kart, motorcycle, boat, snowmobile, ski, snowboard or other), diving (scuba or sky), parachuting, snow skiing, snowboarding or aviation, other than as a passenger, during the Term of this Agreement without the prior consent of the Club;
- (m) comply with the WHL's Anti-Doping Control Policy as established or revised by the WHL from time to time, including without limitation, random drug testing;
- (n) other than as expressly set forth in this Agreement, not to accept any additional benefits or other consideration from the Club or any third party for playing, practicing, training, travelling or otherwise being a member of the Club; and
- (o) without the prior written consent of the Club, not to participate in organized or formal hockey games that are not sanctioned by the WHL.

4.3 The Player irrevocably transfers, conveys and assigns to the Club and the WHL for the Term of this Agreement all rights to the Player's name and image for promotional and commercial use for the term of this agreement. The Player agrees that the Club and/or the WHL may authorize or otherwise license any individual, firm, joint venture, partnership, corporation, or other entity or form of organization, non-profit or otherwise, to take and produce photographs, pictures, films, video or other images of the Player. The Player recognizes that all rights to his image during the Term of this Agreement shall be the sole and exclusive property of the Club and the WHL. The Club and the WHL may use or distribute such photographs, pictures, films, video or other images of the Player for the promotion of the Club, the WHL and the CHL in any manner as the Club or the WHL may reasonably see fit and that such use by the Club, the WHL and/or the CHL may take place during the Term of this Agreement and any time thereafter.

4.4 (a) The Player consents and agrees to the use by or on behalf of the Club, the WHL, the CHL and their respective agents, licensees, contractors, administrators, successors and assigns, of the name, image, photograph, likeness, statistical record and biographical information of the Player including, without limitation, the use of same by the WHL and the CHL in connection with the manufacture, sale, distribution, marketing and advertising of WHL and/or CHL hockey cards and/or other souvenir material relating to the Club, the WHL or the CHL; in connection therewith, the Player agrees, during the Term of this Agreement, to attend at photograph and film sessions and to pose from time to time in his hockey equipment for pictures and films as may reasonably be required by or on behalf of the Club, the WHL and/or the CHL and their respective agents, licensees, contractors, successors and assigns. The Club, the WHL and the CHL, as applicable, shall reimburse the reasonable costs and expenses incurred by the Player to attend such photograph or film sessions.

(b) The right to use the Player's name, image, photograph, likeness, statistical record and biographical information in connection with the WHL and/or CHL hockey cards and/or other souvenir material relating to the Club, the WHL and/or the CHL shall, during the Term of this Agreement and any time thereafter, be the sole and exclusive property of the Club, the WHL and the CHL.

4.5 The Player agrees not to use his own name, image, photograph, likeness, statistical record and biographical information in conjunction with logos, trademarks or copyrights of the Club, the WHL or the CHL, without the prior written consent of the Club, the WHL or the CHL, as applicable.

- 4.6 Except as provided in this Agreement, the Player will not, during the Term of this Agreement, be restricted from otherwise using his own name, image, photograph, likeness, statistical record or biographical information provided such use does not conflict with the business affairs of the Club, the WHL or the CHL. Except as provided in paragraphs 4.4 and 4.5, at the expiration of the Term of this Agreement, the Player shall not be restricted from using his own name, image, photograph, statistical record or biographical information in any marketing or advertising materials.
- 4.7 Except as provided in this Article 4, the Club, the WHL and the CHL shall not use the name, image, photograph, likeness, statistical record or biographical information of the Player in connection with any commercial endorsements of particular products, services, firms or corporations, without the prior written consent of the Player.

ARTICLE 5 – THE CLUB

- 5.1 The Club covenants and agrees:
- (a) to provide the Player in each Hockey Season with professional coaching and training in the fundamentals of hockey together with supervised training periods and other assistance the Club deems necessary, acting reasonably, to enable the Player to develop his hockey playing skills and abilities;
 - (b) to arrange for and reimburse or cause to be paid the expenses incurred in respect of adequate billet room and board accommodation during the Hockey Season, in the city where the Club is located;
 - (c) to assist with Player registration with Hockey Canada and, if applicable, USA Hockey or otherwise as required by the WHL from time to time;
 - (d) to provide the Player during the Hockey Season with full WHL officially licensed hockey-playing equipment, including sticks, skates, and other hockey equipment reasonably necessary for playing the game of hockey and for the safety of the Player;
 - (e) to provide the Player with travel, accommodation and meals when traveling with the Club for away games during the Hockey Season;
 - (f) to provide the Player with regular medical attention, as required, for the diagnosis, treatment and rehabilitation of injuries which the Player may sustain during the Hockey Season;
 - (g) to provide the Player with out of country medical coverage;
 - (h) to provide the Player with the medical and dental insurance coverage applicable to all amateur athlete hockey players registered with Hockey Canada, through Hockey Canada's national insurance program, for hockey related injuries;
 - (i) to provide the Player, upon request, with a copy of the Hockey Canada national insurance manual outlining coverage applicable to the Player;
 - (j) to retain, as required by paragraph 2.5, qualified tutors and educational advisors, as deemed reasonably necessary by the Player and the Club, to assist the Player in his academic studies;
 - (k) to cause the Club's representatives to conduct themselves, at all times, both on and off the ice, in a manner consistent with good standards of honesty, decency, morality and fair play; and
 - (l) to make available to all professional hockey organizations and others, during and at the completion of the Player's eligibility to play in the WHL, all relevant data, information and statistics reasonably required to enable the Player to pursue or initiate a professional or other hockey career.
- 5.2 The Club shall not provide nor does it undertake to provide the Player with any disability insurance coverage. Should the Player desire such coverage, any disability insurance coverage of or for the Player shall be obtained by the Player and shall be the sole and exclusive responsibility and obligation of the Player, at the Player's own cost and expense.

- 5.3 The Club and Player hereby acknowledge and agree that this Agreement does not create, nor is it intended to create, any relationship other than that of an amateur athlete participating in an exclusive relationship with the Club for the purposes of playing hockey and developing as a hockey player, and for such purposes, the parties specifically agree that this Agreement does not create an employer-employee relationship such that the Player's amateur athlete status would thereby be placed in jeopardy.
- 5.4 The Player and the Player's parents or guardians, as the case may be, hereby acknowledge that he or they have had an opportunity to obtain independent legal advice respecting this Agreement and have done so to the extent they feel is necessary.

ARTICLE 6 – MEDICAL EXAMINATIONS

- 6.1 Prior to the commencement of each Hockey Season and from time to time, at the request of the Club, acting reasonably, during the Hockey Season, the Player will submit to and undergo a thorough medical examination with a qualified physician approved by the Club. If, as a result of such medical examination, it is the opinion of the physician acting reasonably, that the Player is not medically fit to play the game of hockey other than as a result of an injury sustained by the Player to which the provisions of paragraphs 11.2 and 11.3 are applicable, then the Club will have the option of terminating this Agreement on written notice to the Player personally delivered by the Club to the Player within seven (7) days following such examination; the Club will set out in the notice the reasons why the Club has terminated this Agreement and will include with the notice a copy of the physician's report and the physician's professional qualifications. Upon such termination of this Agreement by the Club, the provisions of paragraph 10.2 will apply.
- 6.2 In the event this Agreement is terminated by the Club pursuant to paragraph 6.1, the Player may at his cost obtain and submit to the Club and the WHL Commissioner within thirty (30) days of termination of the Agreement, an independent medical assessment and report, with a request that the Club reinstate the Agreement. In event the Club refuses to do so, the matter shall be referred to the WHL Commissioner for determination. The Player hereby agrees to undergo a further medical assessment if so directed by the WHL Commissioner.
- 6.3 The Player may at any time, acting reasonably, obtain, at his cost, any medical assessments of an injury that the Player deems necessary; the Club will assist the Player in obtaining any such medical assessments.

ARTICLE 7 – CLUB RULES AND SANCTIONS

- 7.1 The Club may, from time to time, acting reasonably in accordance with guidelines approved by the WHL, establish rules applicable to all the Club's players, governing the conduct, behavior and physical condition of the Club's players generally. Such rules will be provided by the Club to the Player and will form part of this Agreement. The Club may, for any material violation by the Player of such rules, with the prior approval of the WHL, either:
- (a) impose a suspension, in accordance with guidelines approved by the WHL, whereby the Player will be suspended from further play with the Club, or
 - (b) impose further sanctions, in accordance with guidelines approved by the WHL, as deemed necessary by the Club. In imposing any suspension or sanction, the Club and the WHL shall at all times act reasonably having regard to the degree of severity of the violation by the Player, the suspensions and sanctions historically imposed by the Club and the WHL on its players for similar violations and the guidelines approved by the WHL.

- 7.2 The Player acknowledges that the Club has the authority to carry out and the Player agrees to comply with any order or directive of suspension or expulsion rendered against the Player by the WHL, the CHL, Hockey Canada, USA Hockey, IIHF, or any like provincial, state or federal governing hockey associations in Canada, Europe or the United States of America. In the case of a suspension, at the discretion of the Club, the Player will cease to be reimbursed and the Club will not be obligated to pay any of the Player's expenses during the period of the suspension. In the case of an expulsion from the WHL, this Agreement may, at the option of the Club, be terminated on written notice to the Player personally delivered by the Club to the Player within seven (7) days following such expulsion; the notice will set out in reasonable detail the reasons why the Club has terminated this Agreement. Upon such termination of this Agreement by the Club, the provisions of paragraph 10.2 will apply.

ARTICLE 8 – ASSIGNMENT

- 8.1 (a) Except as provided in paragraph 8.2 and subject to the regulations of the WHL in place from time to time, the Club will have the right to assign, trade or otherwise transfer this Agreement to any other member franchise of the WHL (the "Assignee").
- (b) Upon any assignment, trade or other transfer of this Agreement to the Assignee, each of the Player and the Assignee will be bound by and will dutifully fulfill their respective obligations under this Agreement as if the Player and the Assignee were original parties to this Agreement.
- (c) The Player's eligibility for a WHL Scholarship under the WHL Scholarship Program shall remain in effect notwithstanding any assignment, trade or other transfer of this Agreement.
- 8.2 The Club will not, during the term of this Agreement, assign, trade or otherwise transfer this Agreement during the Christmas period of any Hockey Season with the dates to be determined each year by the WHL.
- 8.3 This Agreement shall be binding and remain in full force and effect for the Term of this Agreement, even if the WHL should change its name, or withdraw from membership in the CHL or Hockey Canada. In the event the Club ceases to operate or to be a member franchise of the WHL, then the WHL may, notwithstanding the provisions of paragraph 8.2, at any time, assign, trade or otherwise transfer this Agreement to any other member franchise of the WHL (the "Assignee") in which case the provisions of paragraph 8.1 shall apply to the Player and the Assignee and the WHL will be and remain liable to the Player under paragraph 3.1 for the Player's WHL Scholarship.

ARTICLE 9 – REMEDIES OF THE PLAYER

- 9.1 (a) In the event of any breach by the Club of any of its obligations under this Agreement, the Player may give written notice of the nature of the breach to the Club and to the WHL. If the breach is not remedied by the Club within ten (10) days of receipt by the Club of such written notice, then on further written notice by the Player to the Club and the WHL specifying that the breach has not been remedied by the Club, this Agreement will be null and void and of no further force or effect, except for the obligations of the Club to the Player under Articles 2 and 3 which will remain in full force and effect. Upon such termination, the Player shall forthwith be released by the Club in accordance with the WHL and CHL regulations.
- (b) Should the Player be entitled to a scholarship under the WHL Scholarship Program, the WHL will, on behalf of the Club, at the time of termination of this Agreement, outline in writing to the Player, any reimbursement through the WHL Scholarship Program which the Player is eligible to receive under the terms of this Agreement.
- (c) In any dispute between the Club and the Player, either the Club or the Player may at any time refer the matter in dispute to the WHL Commissioner for determination.

ARTICLE 10 – REMEDIES OF THE CLUB

- 10.1 (a) In the event of any breach by the Player of any of his obligations under this Agreement, the Club may give written notice to the Player and the WHL of the nature of the breach. If the breach is not remedied by the Player within ten (10) days of receipt by the Player of such written notice, then on further written notice by the Club to the Player and the WHL specifying that the breach has not been remedied by the Player, this Agreement will be null and void and of no further force or effect, subject to the provisions of paragraph 10.2.
- (b) Notwithstanding the provisions of paragraph 10.1(a), the Club may terminate this Agreement on written notice to the Player, upon the occurrence of any one of the following events, subject to the provisions of paragraph 10.2:
- (i) if the Player defaults, refuses, or neglects to play as an amateur athlete hockey player in accordance with paragraph 4.1;
 - (ii) if the Player defaults, refuses or neglects to obey the rules and regulations, directions and instructions reasonably established by the Club, in accordance with guidelines approved by the WHL, governing training, conduct and behaviour of all players on the Club and such default, refusal or neglect reasonably constitutes a material violation of the rules, regulations, directions and instructions of the Club, in accordance with guidelines approved by the WHL, applicable to all the Club's players; or
 - (iii) if the Player fails, in the opinion of the Club, acting reasonably, to demonstrate sufficient skill, competence and ability as an amateur athlete hockey player at the time of termination to retain a position as an amateur athlete hockey player on the Club's roster.
- (c) In the event of termination of this Agreement by the Club pursuant to paragraph 10.1(b)(i) or 10.1(b)(ii) during a Hockey Season, the Player shall not be entitled to a WHL Scholarship for that Hockey Season.
- (d) The Club will, at the time of termination of this Agreement, outline in writing to the Player, the WHL Scholarship Program which the Player is entitled to under the terms of this Agreement.
- (e) In any dispute between the Club and the Player, either the Club or the Player may at any time refer the matter in dispute to the WHL for determination.
- 10.2 Upon termination of this Agreement by the Club for any reason:
- (a) any reimbursement in paragraph 2.1 shall forthwith cease to be payable by the Club. The Player shall, however, be entitled to claim any amount of the reimbursement which, prior to termination, was made or incurred by the Player;
 - (b) the Club shall remain liable for its obligations to the Player for reimbursement of travel expenses pursuant to paragraph 2.4;
 - (c) subject to the provisions of paragraph 10.1(c), the WHL shall remain liable for its WHL scholarship obligations to the Player pursuant to paragraph 3.1; and
 - (d) provided the Player has not been retained by the Club on the Club's WHL 50 Player Protection List, the Player shall forthwith be released by the Club in accordance with the WHL and Hockey Canada regulations.

ARTICLE 11 – PHYSICAL CONDITION AND INJURIES

- 11.1 If, in the opinion of the Club acting reasonably, the Player is not in sufficient physical condition, other than as a result of an injury sustained by the Player while performing his obligations under this Agreement, to enable him to play hockey for the Club in an acceptable manner, the Club may, at its option and with the consent of the WHL, either suspend the Player for the period of such incapacity or terminate this Agreement upon written notice to the Player which notice will set forth the Club's reasons for termination. During the period of any such suspension, the Club will not be obligated to reimburse to the Player pursuant to paragraph 2.1 if the Player travels to his normal place of residence during his suspension. If the Club elects to terminate this Agreement, then the provisions of paragraph 10.2 shall apply.
- 11.2 If the Player is injured in an activity, other than in the performance of his obligations under this Agreement or an activity the Player is involved in as part of his training, that is not scheduled, organized or sanctioned by the Club and if as a result the Player is unable to play hockey for the Club in an acceptable manner for any part of the Hockey Season, the Club may, at its option and with the consent of the WHL, either suspend the Player for the period of such incapacity or terminate this Agreement upon written notice to the Player which notice will set forth the Club's reasons for termination. During the period of any such suspension, the Club will not be obligated to reimburse the Player pursuant to paragraph 2.1 if the Player travels to his normal place of residence during his suspension. If the Club elects to terminate this Agreement, then the provisions of paragraph 10.2 shall apply. Except as provided herein, the Player hereby discharges the Club from any and all obligations, responsibilities or reimbursement of whatever nature that the Player might claim by virtue of this Agreement.
- 11.3 If the Player is injured in the performance of his obligations under this Agreement or an activity that is scheduled, organized or sanctioned by the Club, the Club shall reimburse or cause to be paid, as the case may be, all reasonable medical and dental expenses the Player incurs in the treatment of his injury together with the expenses of all prescription drugs and medical equipment reasonably required in relation thereto. During the period of such injury, the Player shall be entitled to reimbursement under this Agreement as if the Player had not been injured and was playing. The Player may at any time, acting reasonably, obtain, at his cost, any further medical assessments of the injury he deems necessary; the Club will assist the Player in obtaining such further medical assessments.

ARTICLE 12 – PLAYER DEVELOPMENT

- 12.1 If the Player has not completed his eligibility to play in the WHL, the Player shall not, during the Term of this Agreement, enter into a contract to play hockey for a professional hockey team unless;
- (a) the Player has obtained a written release from the WHL, and
 - (b) the Club has been paid the sum of \$500,000.00 in the currency where the Club is located, either by the Player or the professional hockey team with whom the Player has entered into such a contract.

The foregoing provisions of this paragraph 12.1 do not apply in circumstances where the Player is released by the Club and, in accordance with the WHL regulations, enters into a contract to play for a professional hockey team that is a member of a league that has a written agreement with the WHL covering compensation for player development.

ARTICLE 13 - GENERAL

- 13.1 If the whole or any portion of this Agreement or the application to any circumstance is held invalid, illegal or unenforceable to any extent that does not affect the operation of this Agreement in a fundamental way, the remainder of the provision in question, or its application to any circumstance other than to which it had been held invalid, illegal or unenforceable and the remainder of this Agreement shall not be affected thereby and shall be valid, legal and enforceable to the fullest extent permitted by law.

- 13.2 The parties agree that for any litigation arising from this Agreement, the courts of the province of Canada or the state of the United States of America where the Club is located shall have exclusive jurisdiction to determine the issue, according to the laws of such province and country or such state and country, regardless of where the Player or the Club may have executed this Agreement or where the Player or the Player's parents and/or guardian, as the case may be, reside or where they formerly resided.
- 13.3 In this Agreement, words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include the masculine and feminine genders.
- 13.4 Any notice required, permitted or contemplated in this Agreement shall be in writing. Any notice required to be given by the Player to the Club and the WHL will be personally delivered to the address of or sent by email or fax to the Club and the WHL, respectively, particulars of which are set forth in the WHL Standard Player Agreement. Any notice required to be given by the Club to the Player shall, during the Hockey Season (provided the Player remains with the Club), be personally delivered to the Player, otherwise any such notice shall be personally delivered to the Player at the address of the Player set forth in the WHL Standard Player Agreement Execution Schedule or sent by email or fax to the Player at the email address or fax number set forth in the WHL Standard Player Agreement Execution Schedule. Any notice to a parent or guardian of the Player shall be delivered to the address of the parent or guardian or sent by email or fax, particulars of which are set forth in the WHL Standard Player Agreement Execution Schedule. Any party to this Agreement may change its address for service by providing written notice to the other parties.
- 13.5 Except for an assignment, trade or other transfer of this Agreement in accordance with the provisions of Article 8, this Agreement is not assignable by either the Player (or, if applicable, the Player's parent or guardian who is a signatory to this Agreement) or the Club.
- 13.6 The contents of this Agreement are strictly confidential to the parties hereto. Any reproduction or distribution of this Agreement by the Player or the Players parents or guardian, without the prior written consent of the WHL, is strictly prohibited.

For Further Information:

Western Hockey League
2424 University Drive NW
Calgary, Alberta T2N 3Y9
Canada

Phone: (403)693-3030
Fax: (403)693-3031
e-mail: info@whl.ca



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT



EXECUTION SCHEDULE

Agreement dated effective _____, 20

Between the <TEAM NAME>, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And _____, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. **Interpretation:**

- (a) "Agreement" or "this Agreement" means this agreement between the Club and the Player and is inclusive of the WHL Standard Player Agreement Terms and Conditions Schedule.
- (b) The WHL Standard Player Agreement Terms and Conditions Schedule (hereinafter referred to as the "Terms and Conditions Schedule") is hereby incorporated by reference and forms part of this Agreement.
- (c) Words and phrases not defined in this WHL Standard Player Agreement have the meaning ascribed to them in the Terms and Conditions Schedule.
- (d) The "WHL Scholarship Program" has the meaning ascribed to that term in the Terms and Conditions Schedule.

2. **Term:** Subject to the terms and conditions of this Agreement, the Player hereby agrees to play hockey for the Club for a period of _____ years commencing with the 20_____ to 20_____ Hockey Season and ending with the 20_____ to 20_____ Hockey Season (the "Term"). For the purposes of this paragraph and this Agreement, the "Hockey Season" means the period that commences each year at the start of training camp, includes pre-season and regular season games and ends on the date of the Club's last game during the WHL regular season, the playoffs or the Memorial Cup Championship, whichever is later.

3. **Player Reimbursement for Travel or Training Related Expenses:** Any and all amounts received by the Player under this part shall be strictly and solely provided for and related to the reimbursement of travel or training expenses.

The Club acknowledges that the Player is required to incur travel and training expenses while playing for the Club during the Hockey Season and during the off-season. Provided the Player is on the Club's active player roster, the Club agrees to reimburse the Player during the Hockey Season, commencing on September 15 for a portion of such expenses, subject to any further limitations, restrictions or provision herein, to a maximum monthly amount of \$250.00 in the currency of the country in which the Club is located during every month of the Hockey Season.

HOCKEY SEASON		Monthly Expense Reimbursement	Monthly Overage Honorarium
20	-	\$	--
20	-	\$	--
20	-	\$	--
20	-	\$	--
20	-	\$	\$

Travel, Training, Room and Board, Education – Current Player: To pay or cause to be paid, the reasonable expenses in accordance with the provisions of Article 2 of the Terms and Conditions Schedule associated with the following:

- (a) the Player's room and board;
- (b) the Player's travel expenses incurred;
 - (i) for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season;
 - (ii) in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
 - (iii) for one return trip during the Christmas holiday season of each Hockey Season from the city where the Club is located to his normal and regular place of residence;
- (c) the Player's enrollment in a high school or post-secondary educational institution, for the fall and winter term, including tuition fees, compulsory student fees and textbooks directly related to the Player's course of study; and
- (d) tutors and educational advisors as deemed reasonably necessary to assist the Player in his academic studies during the academic year.

4. WHL Scholarship Program – Graduate Player:

- (a) In accordance with the provisions of Article 3 of the Terms and Conditions Schedule, the WHL agrees to reimburse or cause to be paid, the Player's educational expenses to enroll in and attend a designated publicly funded post secondary educational institution based on the assessment for a full-time student, following completion of the period that the Player plays hockey in the WHL, including tuition fees, compulsory student fees, and textbooks directly related to the Player's course of study of which payment will be made in the currency of the country where the designated publicly funded post-secondary institution is located in accordance with tuition and fees published in the official calendar of that year.
- (b) The Player designates the following publicly funded post-secondary educational institution in a province of Canada or a state of the United States of America where the Player normally and regularly resides, as the "**designated post-secondary educational institution**" for the purposes of paragraph 3.1 in the Terms and Conditions Schedule;

(Name of Post Secondary Institution)

- 5. **Binding Commitment:** The parties hereto hereby accept and agree to the terms, conditions, covenants, agreements and obligations of each other set forth and contained in this Agreement.
- 6. **Time:** Time shall be of the essence of this Agreement.
- 7. **Entire Agreement:** This Agreement, inclusive of the Terms and Conditions Schedule which is incorporated herein by reference and forms part hereof, constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any oral and prior agreements, undertakings, declarations, representations and warranties, written or verbal, between the parties hereto.
- 8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the province of Canada or the state of the United States of America, as applicable, where the Club is located.
- 9. **Acknowledgement:** Each of the Player and, if applicable, the Player's parent or guardian who is a signatory to this Agreement, acknowledges that he has read and understands the contents of this Agreement.

In Witness Whereof, the parties have executed this Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB:

<TEAM NAME> _____, 20____
Date of Execution

<GM's NAME> _____
General Manager Signature – General Manager

Address: <CLUB ADDRESS>

Phone No: <CLUB #> Email: <CLUB EMAIL> Fax No: <CLUB #>

PLAYER:

Print Name - Player _____, 20____
Date of Execution

Signature - Player Witness as to Signature of Player

Date of Birth: _____ Social Insurance Number : _____

Home Address: _____

Phone No: _____ Email: _____ Fax No: _____

Note: In the Provinces of Manitoba, Saskatchewan and Alberta and the States of Washington and Oregon, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of eighteen (18) years. In the Province of British Columbia, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of nineteen (19) years.

PARENT OR GUARDIAN OF PLAYER:

Print Name - Player's Parent or Guardian _____, 20____
Date of Execution

Signature - Player's Parent or Guardian Witness as to Signature of Player's Parent or Guardian

Address of Player's Parent or Guardian: _____

Phone No: _____ Email: _____ Fax No: _____

APPROVED BY WESTERN HOCKEY LEAGUE:

Ron Robison _____, 20____
WHL Commissioner Date of Execution

Signature - WHL Commissioner

WHL Office Address: 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9
Phone No: (403)693-3030 Fax No: (403)693-3031 e-mail: info@whl.ca



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT



ADDENDUM

Amending Agreement dated effective _____, 20

Between the <TEAM NAME>, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And _____, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. **Statement of Principle:** Notwithstanding the provisions of paragraph 7 of the WHL Standard Player Agreement, this Amending Agreement is supplemental to and amends the agreement dated _____, 20 _____ (the "**Agreement**") between the Club and the Player. The provisions of the Agreement are conclusively deemed to have been amended, modified and supplemented by this Amending Agreement.
2. **Construction:** This Amending Agreement and the Agreement shall have effect as far as practicable as though the provisions hereof and thereof were contained in one instrument.
3. **Amendments:** The Agreement shall be and is hereby amended, modified and supplemented as follows:

In Witness Whereof, the parties have executed this Amending Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

<TEAM NAME>

Date of Execution: _____, 20

<GM NAME>

Signature – General Manager

PLAYER

Date of Execution: _____, 20

Signature - Player

Witness as to Signature of Player

PARENT OR GUARDIAN OF PLAYER

Date of Execution: _____, 20

Signature - Player's Parent or Guardian

Witness as to Signature of Parent or Guardian

APPROVED BY WESTERN HOCKEY LEAGUE

Signature - WHL Commissioner

Date of Execution: _____, 20