

QUEST FOR GOLD 2008-2009

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 Assistance 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. Basketball 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, 2008 to March 31st, 2009) 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 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, 18th Floor 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 2008-2009 *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.

2008-2009 OAAP Application Deadlines

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

Cycle One – October 23, 2008

Cycle Two – January 29, 2009

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

Cycle One - November 3, 2008

Cycle Two - March 2, 2009

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, 18th Floor 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 2008-2009 *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 2008-2009

Ontario Athlete Assistance Program Application

Canada Card Applicant

Ontario Card Applicant

I have read, understand this application and the information contained in the 2008-2009 *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	Signature	Date (mm/dd/yyyy)
Name of Parent or Legal Guardian (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 2008-2009 *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 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'?

2007/2008 2006/2007 2005/2006

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

2007/2008 2006/2007 2005/2006

Which years have you received funding from Sport Canada?

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 receiving 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

Business Mailing Address

Street No. & Name

City/Town

Province

Postal Code

Business Telephone Number

()

Business Cell Number

()

Fax 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?

 No 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008

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 | |

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

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 1986 – Scotland
- Auckland 1990 – New Zealand
- Victoria 1994 – Canada
- Kuala Lumpur 1998 – Malaysia
- Manchester 2002 – England
- Melbourne 2006 – Australia
-

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

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 Parlympic 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
-

Results

What was your 2007-2008 World Championship result or your 2007-2008 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 2007-2008.

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 my PSO/MSO or NSO / Athlete Agreement. I also agree to compete on behalf of the Province of Ontario at National Championship events for a period of one year from the date my grant is approved.

If I am awarded *Quest for Gold* OAAP funding, I consent to the unrestricted use of my name, hometown, image and list of accomplishments, without charge, in *Quest for Gold* OAAP promotional materials, broadcasts, press releases and other communications and publications issued by the Ministry of Health Promotion, including information on the Ministry's internet site and disclosure of my name and contact information to my local MPP, in accordance with the Terms and Conditions attached to this Application.

I also consent to the exchange of personal information about me, with Sport Canada and other federal and provincial ministries, federal and provincial/multi-sport organizations, as required 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 Protection of Privacy Act* and *Personal Health Information Protection Act, 2004*;
- 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 do agree with all of these Declarations, Consents and Acknowledgements, please indicate your acceptance of them by signing below. Signature of this form constitutes your acceptance of these Declarations, Consents and Acknowledgements, even if you have not read them.

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

Quest for Gold 2008-2009 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 signing this application form and submitting it to the Ministry of Health Promotion, Ontario, 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 specify other terms and conditions which will be contained in subsequent correspondence from the Ministry. The Applicant will be asked to agree to those terms and conditions by signing and returning that correspondence to the Ministry. Once the Applicant signs that correspondence and returns it to the Ministry, the terms and conditions contained in that 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.

All grant applications submitted to the Ministry are subject to the Freedom of Information and Protection of Privacy Act and the Personal Health Information Protection Act. The Applicant is advised that the names, hometowns, images and accomplishments of grant Recipients, the amount of grant awards, and the purpose for which grants are awarded is information that may be made available by the Ministry to the public including posting of grant awards information on the Ministry internet site. Names and contact information of grant Recipients may be disclosed to their local MPPs. Personal information about grant Applicants and Recipients may be exchanged with Sport Canada, other federal and provincial ministries and federal and provincial sports organizations for the purpose of administering the *Quest for Gold* program.

Copies of 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 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>.

1. Definitions

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

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

"Grant" or "Grant Funds" means the money provided to the Recipient by the Ministry pursuant to the Terms and Conditions;

"Athlete Handbook" means the 2008-2009 *Quest for Gold* Athlete Handbook produced by the Ministry of Health Promotion and distributed to Applicants;

"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;

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

"Recipient" means the athlete Applicant who has been awarded a Grant and has agreed to be bound by the Terms and Conditions;

"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 an agreement between the Applicant or Recipient and the governing Sports Organization; and

"Terms and Conditions" means the terms and conditions set out in this application and any terms and conditions set out in any subsequent correspondence from the Minister or Ministry.

2. Term

These Terms and Conditions shall be in effect from the date of the Approval Letter for a period of one year unless terminated earlier pursuant to section 11 of these Terms and Conditions.

3. Grant Funding

The Ministry shall provide the Recipient with Grant Funds up to the amount indicated in the Approval Letter. 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 these Terms and Conditions, the Ministry may terminate the Grant immediately with no further obligation or liability if, prior to the payment of any instalment of the Grant Funds to the Recipient, the Legislative Assembly does not provide sufficient funds to pay the Grant Funds.

4. 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.

5. Assignment of Application or Grant

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

6. Representations and Warranties

The Recipient represents and warrants that he or she:

- is a resident of Ontario or comes within the military family residency exemption described in Section 6b. of these Terms and Conditions and otherwise meets all of the *Quest for Gold* eligibility requirements specified in the Athlete Handbook;
- has entered into an Athlete Agreement with the Sports Organization responsible for governing his or her sport; and
- 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.

6a. Competing for Ontario

The Recipient agrees to compete exclusively on behalf of the Province of Ontario at National Championship events for a period of one year from the date of the Minister's Approval Letter.

6b. Military Family Residency Exemption

- The minimum one-year residency requirement for *Quest for Gold* eligibility will be waived if 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 2008-2009 *Quest for Gold* Athlete Handbook.

7. Sports Organization – Athlete Agreement

The Recipient agrees to abide by all of the terms and conditions contained in the Sports Organization – Athlete Agreement.

8. Further Conditions

The Ministry may, at any time, upon reasonable notice, impose upon the Recipient such additional terms or conditions as the Ministry, in its sole discretion, considers appropriate for the proper management and expenditure of the Grant and may impose terms and conditions on any consent granted pursuant to the Terms and Conditions.

9. Unused Grant

The Recipient agrees that any part of the Grant which has not been used and accounted for in accordance with these Terms and Conditions upon the expiry or early termination of these Terms and Conditions 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.

10. Cancellation by Ministry for Convenience

The Ministry may cancel the Grant, for any reason and without liability upon giving at least thirty (30) days' written notice to the Recipient, on such terms as the Ministry may determine, in its sole discretion. Upon

cancellation under this section, the Ministry may request the repayment of any Grant funds that have not been used and accounted for in accordance with these Terms and Conditions.

11. Cancellation of Grant and Request for the Repayment of Grant

The Ministry reserves the right to:

- a) cancel the Grant and payment of any instalments of the Grant; and
- b) request the repayment of the whole or any part of the Grant, or an amount equal thereto,

if:

- 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;
- iii. the Recipient has 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;
- iv. the Recipient ceases to meet the *Quest for Gold* eligibility requirements; or
- v. the Recipient breaches any provisions of these Terms and Conditions.

12. Repayment of Grant by Recipient

If, pursuant to any of the Terms and Conditions, the Ministry requests the repayment of the whole or any part of the Grant, the amount requested shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount immediately. The Recipient shall repay the amount demanded by cheque payable to the Minister of Finance and mailed to the Ministry at the address set out in the Ministry's request for repayment. The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then-current rate charged by the Province of Ontario on accounts receivable.

13. Participation in Evaluation Process

The Ministry will conduct evaluations of the *Quest for Gold* program. The Recipient agrees to participate in this Ministry-conducted program evaluation process.

14. Reports

The Recipient shall provide the Ministry with such reports and information as the Ministry may request in writing relating to the Grant or compliance with the Grant Terms and Conditions.

15. 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 these Terms and Conditions, 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.

16. Conflict of Interest

The Recipient shall ensure that the Grant is utilized without a conflict of interest by any person associated with the Grant in whatever capacity.

17. Acknowledgements

The Recipient agrees to acknowledge the support of the Government of Ontario wherever possible.

18. Promotional Materials

The Recipient consents to the use of his or her name, hometown, image and list of accomplishments, without charge to the Ministry, in promotional materials produced by or for the Ministry in connection with the *Quest for Gold* program, including but not limited to broadcasts, press releases, other communications and publications, and the Ministry's internet site, for a period of one year after the termination or expiration of these Terms and Conditions. The Recipient waives any and all rights that he or she may have in relation to the publication of the Recipient's image and other information in various contexts and the right to control

the use or distribution of that image and other information in such promotional materials.

19. 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 this 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.

20. Impact on Other Scholarships or Income Support

The Recipient acknowledges that the Ministry has given no assurances and made no representations or warranties regarding the possible impact of this 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 this 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 in any way related to the Recipient's eligibility for such other support.

21. 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 this Grant, unless caused by the negligence or willful act of the Ministry's officers, employees or agents.

22. 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.

23. Waiver

A waiver of any failure to comply with any of the Terms and Conditions must be in writing and signed by the Recipient or by the Ministry, as the case may be, granting 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.

24. Invalid and Unenforceable Provisions to be Severed

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

25. Ministry and Recipient Independent

The Ministry and the Recipient are and shall at all times remain independent of each other and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts done by either the Ministry or the

Recipient which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither the Ministry nor the Recipient shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other to any other person or with respect to any action of the Ministry or Recipient.

26. Further Assurances

The Ministry and the Recipient agree to do or cause to be done all acts or things necessary to implement and carry into effect the Terms and Conditions to their full effect.

27. Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of the Terms and Conditions resulting from matters beyond the control of the Ministry and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, terrorism, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28. Governing Law

The Terms and Conditions 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 parties submit to the exclusive jurisdiction of the Ontario courts.

29. Survival

Despite section 2, the provisions in sections **9** (Unused Grant), **11** (Cancellation of Grant and Request for Repayment of Grant), **12** (Repayment of Grant by Recipient), **13** (Participation in Evaluation Process), **14** (Reports), **15** (Records and Inspection), **17** (Acknowledgements), **19** (Status as Amateur Athletes/NCAA and other Athletic Scholarships), **20** (Impact on Other Scholarships or Income Support), **21** (Limitation of Liability), **22** (Indemnity), **25** (Ministry and Recipient Independent), **26** (Further Assurances), **28** (Governing Law) and **29** (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.

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.

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.

Name of Applicant	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