

ARTICLE XXXV

PLAYERS' RIGHTS TO MEDICAL CARE AND TREATMENT

Section 1. Team Physician: Each Team will have a board-certified orthopedic surgeon designated as one of its Team physicians, who shall not be a Team employee. The cost of medical services rendered by Team physicians will be the responsibility of the respective Teams. If a Team physician advises a coach or other Team representative of a player's physical condition which adversely affects the player's performance or health, the physician will also advise the player. If such condition could be significantly aggravated by continued performance, the physician will advise the player of such fact in writing before the player is again allowed to perform on-field activity.

Section 2. Team Trainers: All full-time head athletic trainers and assistant athletic trainers hired by Teams after the date of execution of this Agreement will be certified by the National Athletic Trainers Association.

Section 3. Medical Expenses Resulting From Injuries: In the event a player is injured in the performance of his services under his contract, his Team shall be responsible for any expenses for reasonably necessary medical and hospital care that results from such injury. The terms of this Section 3 shall not limit any right of the Team or player under applicable law, including but not limited to any right of the Team to obtain reimbursement or coverage for all or part of such expenses through its workers' compensation insurance.

Section 4. Players' Right to a Second Medical Opinion: A player will have the opportunity to obtain a second medical opinion at his own expense.

Section 5. Players' Right to a Surgeon of His Choice: A player will have the right to choose the surgeon who will perform surgery on him from among a pool of reasonable choices provided by the Team or the Team's insurance company, which pool shall be reviewable by and subject to the reasonable approval of the AFLPA, provided that: (a) the player will consult unless impossible (e.g., emergency surgery) with the Team physician as to his recommendation as to the need for, the timing of, and who should perform the surgery; and (b) the player will give due consideration to the Team physician's recommendations. Any such surgery will be at Team expense; provided, however, that: (i) the Team, the Team physician, trainers, and any other representative of the Team will not be responsible for or incur any liability (other than the cost of the surgery) for or relating to the adequacy or competency of such surgery or other related medical services rendered in connection with such surgery; and (ii) this Section 5 shall not limit or otherwise affect any malpractice claims.

Section 6. Standard Minimum Pre-Season & Post-Season Physicals: Each player will undergo standardized minimum pre-season and post-season physical

examinations, with procedures as agreed upon by the AFL and the AFLPA, which will be conducted by the Team physician.

Section 7. Standard of Medical Care: The medical care provided by a Team, including through any Team physician, shall be at least sufficient to meet a standard of care that a reasonable professional sports team would offer. Without limiting any other remedy that a player may have under malpractice or other laws, any alleged failure by a Team to offer adequate medical care pursuant to the preceding sentence will be subject to expedited grievance procedures before a Neutral Physician. The Neutral Physician shall issue a decision in any such grievance within two (2) weeks of the commencement of the grievance, with the Neutral Physician having an absolute right to order relief. The cost of the grievance procedures (but not the parties' attorneys fees or other expenses) shall be shared equally by the AFLPA and the applicable Team.

Section 8. Waivers: The only waiver a player may be required to execute with respect to the player's right to a physical, or requested with respect to any other matter concerning the player's medical condition, upon the player's termination from a Team or voluntary departure from a Team or at the end of the Season, shall be the form agreed to by the AFL and the AFLPA. If a player refuses to take an exit physical, the procedures set forth in Article X, Section 6 apply.

Section 9. Medical Privacy Laws: The AFL and the AFLPA will negotiate in good faith to address the newly enacted Medical Privacy Laws as they relate to sports leagues.