

**CANOEKAYAK CANADA
ATHLETE AGREEMENT**

BETWEEN:

CANOEKAYAK CANADA (“CKC”)

and

_____ (“Athlete”)

WHEREAS CKC is recognized by the International Canoe Federation (ICF) and the Government of Canada as the sole governing body of the sport of competitive canoeing in Canada;

AND WHEREAS the ICF will only accept entries for competitions under its jurisdiction that are submitted by CKC;

AND WHEREAS the sport of competitive canoeing includes the disciplines of both Slalom Canoe and Kayak Racing, CKC is recognized as the sole governing body of the disciplines of Canoe Slalom and Kayak Racing;

AND WHEREAS CKC organizes National Teams to represent CKC and Canada in international competitive canoeing competition;

AND WHEREAS the Athlete is or has been selected to be a member of CKC’s canoe slalom national team, the national team for the purposes of this Agreement being those athletes of the canoe slalom discipline who are selected to either the National Elite Team, National Team, U23 Team or Junior Team;

AND WHEREAS CKC and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

AND WHEREAS the Canadian Olympic Committee will only consider athletes for membership on Canada’s Olympic Games or Pan American Games Teams who have been nominated for membership on those teams by CKC;

AND WHEREAS two year Senior cards are earned by an Athlete based on international performance and one year Senior and Developmental Cards are awarded at the discretion of Sport Canada based on nominations for those Cards submitted by CKC;

AND WHEREAS the Sport Canada Athlete Assistance Program (AAP) requires as a condition of funding that these rights and obligations aforesaid as between CKC and the Athlete be set forth in a written Agreement;

CKC AND THE ATHLETE HEREBY AGREE:

1. Obligations of CKC

CKC shall:

- a) Approve and publish National Team talent identification and selection criteria;
- b) Communicate with athletes both orally and in writing in the language of their choice (French or English)
- c) Publish selection criteria for all national teams at least three **(3) months before the selection for any particular team and at least eight (8) months before the selection of major games teams** (e.g., Olympic, Commonwealth, Pan American, World Championship)
- d) Publish criteria for the selection of athletes to the AAP **ten (10) months before the start of the AAP eligibility cycle** for the particular sport□
- e) Invite, select, prepare and operate National Teams of athletes, coaches and other support staff to represent Canada in international canoeing competitions in accordance with a budget and policies approved by the CKC-W Council;
- f) Where applicable, CKC will recommend qualified Athletes for cards entitling them to financial support under the Government of Canada Athlete Assistance Program (“AAP”), and thereafter assist each carded Athlete to receive the benefits to which he or she is entitled;
- g) In the event the Athlete receives AAP financial support, provide the Athlete with four weeks written notice of any change or withdrawal of AAP financial support during that carding cycle;
- h) Plan and manage training programs and competitive activities for the ongoing development of Athletes and the National Team in accordance with a budget and policies approved by the CKC-W Council;
- i) Contribute to the funding of travel, accommodation and meal expenses of Athletes participating in training and competitive activities of the National Team in accordance with a budget and policies approved by the CKC-W Council;
- j) Provide National Team competition uniforms in accordance with a budget and policies approved by the CKC-W Council;
- k) Certify the Athlete’s eligibility to compete in ICF events, provided the Athlete satisfies ICF eligibility criteria, is a member in good standing of CKC and is not in breach of any terms of this Agreement;
- l) Assist the Athlete in obtaining appropriate sport science expertise and medical care;
- m) Provide basic *out of country* health and accident insurance;

- n) Respect the confidentiality of medical information supplied by the Athlete to CKC by not supplying this information to outside parties without the consent of the Athlete, unless required to do so by law or in accordance with CKC's anti-doping policies; and
- o) Provide National Team program information to the Athlete by mail at the last address as provided by the Athlete in writing to the National Office, and make available through CKC's National Office copies of all relevant CKC policies approved by the Slalom High Performance Committee and CKC-W Council, pertaining to the National Team Program and National Team.
- p) Be entitled to take appropriate disciplinary action where there is a breach of the CKC Code of Conduct Policy.
- q) Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the NSO, other than those related to the Athlete Assistance Program, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete.

2. Obligations of the Athlete

The Athlete shall:

- a) Maintain his or her status as a member in good standing of a member club of CKC and as a registered competitor of CKC, and promptly pay all membership dues and National Team levies as approved by the CKC-Whitewater Council;
- b) Where CKC is to reimburse the Athlete for expenses, promptly deliver to CKC all receipts and an expense claim form to the National Office. Where expense claims are not accompanied by receipts, payment on such claims may not be made;
- c) Under the supervision of the National Team Head Coach or other authorized coach, actively participate in all training programs, competitive activities, evaluation activities and reporting procedures approved by the Slalom High Performance Committee for the National Team;
- d) Compete in the National Slalom Championships, the Trials and at least 2 regional races, unless excused in advance by the Slalom High Performance Committee, or National Team Head Coach;
- e) Meet the training standards and follow the training program established by National Team Head Coach, and communicate regularly on progress with National Team Head Coach or his or her designate.. Failure to meet these standards or follow this program may result in removal from the Athlete Assistance Program where applicable and/or removal from the National Team;

- f) Submit to the National Team Head Coach or his or her designate yearly training and competition plans, and bi-weekly training logs;
- g) At the earliest possible date, notify the National Team Head Coach verbally and the CKC National Office in writing of any injury or other legitimate reason that might prevent the Athlete from fulfilling any obligations under this Agreement. In the event of injury, the Athlete shall supply the National Team Head Coach and with a certificate from a medical doctor describing the nature of the injury within one week of the diagnosis of the injury, or immediately upon diagnosis if there is a scheduled event within the one-week period. CKC reserves the right to seek a second opinion from a certified medical practitioner of its choice and the Athlete shall co-operate with any such request;
- h) Provide pertinent medical information to CKC's medical staff as requested, and consult with medical staff regarding the use of prescription and non-prescription drugs;
- i) Wear and use National Team competition uniforms at all National Team activities including training, competition events, opening and closing ceremonies, post-competition ceremonies, medal ceremonies, press conferences, photo sessions, promotional events and other public appearances, at all times and in the proper manner as directed by CKC;
- j) Participate in reasonable educational or non-commercial, promotional activities as may be requested by CKC or the Government of Canada, provided the Athlete shall be compensated for out-of-pocket expenses and such activities will not exceed the equivalent of two days per year;
- k) Assign and does hereby assign to CKC the exclusive worldwide right to use the Athlete's image, name, nickname or other likeness for the promotion of competitive canoeing competitions organized by CKC or in which CKC is a participant. Such assignment shall be in perpetuity. After the athlete has retired from active international competition, use of the image is subject to athlete and agent approval, such approval not to be unreasonably withheld;
- l) Warrant that he/she has not and will not enter into any promotional or commercial sponsorship or endorsement within the tobacco industry involving the use of the Athlete's image, name, nickname or other likeness;
- m) Avoid the use of banned substances that contravene the rules of the IOC, the rules of the International Canoe Federation, the rules of CanoeKayak Canada and the Canadian Policy on Penalties for Doping in Sport;
- n) Submit, without prior notice, to unannounced doping-control tests in addition to prior-notice tests and submit at other times to doping-control testing when requested by Canoe Kayak Canada, Sport Canada, Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- o) Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance-enhancing practices;

- p) Participate, if asked by CanoeKayak Canada to do so, in any Doping Control/Education Program developed by the NSO in co-operation with Sport Canada and the CCES;
- q) Actively participate in all AAP evaluation activities and cooperate fully in any evaluation of the AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf, and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- r) Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- s) Supply CKC with biographical information as requested, and notify CKC in writing immediately of any change of address;
- t) As a registered competitor of CKC and as a member of the National Team, behave in a courteous and respectful manner and adhere at all times to the *Standard of Conduct Policy* which is included in the National Team Handbook;
- u) Affix corporate identification for all National Team Sponsors on his or her paddle and boat, when under the jurisdiction of CKC, as defined in the WRD Individual Athlete Sponsorship Policy and as may be further directed by the Director General and National Team Head Coach;
- v) Comply with the by-laws, rules, regulations and policies of CKC, as adopted and amended from time to time;
- w) Within 14 days of receipt of the National Team Handbook, and having reviewed the Handbook, sign and return the Letter of Acknowledgement contained therein.

3. Liability, Insurance and Indemnification

The Athlete hereby:

- a) Acknowledges that the sport of canoeing is dangerous and that there are risks, dangers and hazards inherent in canoeing competition and in training, preparing for and traveling to and from such competition. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete.
- b) The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agrees to assume all risks associated with, and incidental to, the Athlete's participation in canoeing training and competition as a member of the National Canoe & Kayak Team.
- c) Acknowledges that CanoeKayak Canada carries basic out of country insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims. The Athlete acknowledges that it is the sole responsibility of the Athlete to provide at their expense ANY AND ALL additional insurance coverage for the activities undertaken by the Athlete pursuant to this Agreement.
- d) Acknowledges that CanoeKayak Canada shall not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor shall CanoeKayak Canada be liable to the Athlete in the event of the Athletes death, for any loss or damage arising from an injury to, or death of the Athlete resulting from any activity undertaken by the Athlete pursuant to this Agreement.
- e) Agrees to indemnify and hold harmless CanoeKayak Canada and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which CanoeKayak Canada may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification shall survive any termination or expiry of this Agreement.

By initialing in the adjoining box, the Athlete acknowledges having read and understood subparagraphs 3(a), 3(b), 3(c), 3(d) and 3(e) above.

4. Resolution of Disputes

CKC and the Athlete agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:

- a) Where the National Team Head Coach and the High Performance Manager in consultation with the Director General, is of the view that the Athlete is in breach of any of the provisions of this Agreement, the Athlete shall be notified immediately in writing.
- b) In the event that the alleged breach cannot be remedied satisfactorily within a reasonable period of time after the Athlete has been notified, the matter shall be referred to the CKC-W Council who shall investigate and decide the dispute.

- c) In deciding the dispute, the CKC-W Council shall have the authority to stipulate specific performance to remedy the breach of the Agreement and/or to discipline the Athlete by applying any one or combination of the following disciplinary sanctions:
- a written reprimand;
 - removal of certain National Team privileges;
 - suspending the Athlete from further participation on the National Team, either for specified events or for a specified period of time;
 - dismissing the Athlete from the National Team;
 - termination of the Agreement;
 - any other sanction which it considers appropriate in the circumstances.
- d) Where the Athlete is of the view that the National Team Head Coach, the CKC-W Council or any other representative of CKC is in breach of any of the provisions of this Agreement, he or she shall notify the CKC Executive Committee who shall investigate and decide the dispute.
- e) Any decision made with respect to an alleged breach of this Agreement may be appealed in accordance with CKC's Appeal Policy.

5. Duration of Agreement

- a) This Agreement comes into force on the date it is executed by the parties and terminates on May 31st, 2014 unless terminated earlier pursuant to this Agreement.

6. General

- a) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- b) If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force.

CANOEKAYAK CANADA

High Performance Manager

Director General

ATHLETE

Date

Athlete Signature

Witness

Date

THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF 18 AT THE TIME OF SIGNING THE AGREEMENT

PARENT/GUARDIAN INDEMNITY AGREEMENT

A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of 18 at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete's signature on the Agreement.

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the Athlete Agreement with CanoeKayak Canada.

I recognize that the Athlete derives benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize CanoeKayak Canada's desire and need to enforce these obligations.

In consideration of the Athlete and CanoeKayak Canada entering into the Athlete Agreement, I hereby agree to indemnify and hold harmless CanoeKayak Canada from any losses which it may incur as a result of the breach of any provision of this Agreement by the Athlete. This indemnification shall survive termination of this Agreement.

Parent/Guardian Name

Date

Parent/Guardian Signature

Witness