

BOBSLEIGH CANADA SKELETON
ATHLETE AGREEMENT
BETWEEN:
BOBSLEIGH CANADA SKELETON ("BCS")

and

Name of Athlete ("Athlete")

WHEREAS BCS is recognized by FIBT and the Government of Canada as the sole National Federation governing competitive bobsleigh and skeleton in Canada;

AND WHEREAS BCS recognizes its obligation to uphold the rules of FIBT, the IOC and Sport Canada and to uphold the laws of Canada;

AND WHEREAS the Athlete wishes to become or continue to be an eligible competitor in BCS sanctioned events with his or her rights and obligations clearly defined;

AND WHEREAS the Government of Canada – Athlete Assistance program requires as a condition of funding that the Athlete's and BCS's respective rights and obligations be set forth in this Agreement;

AND WHEREAS FIBT requires that prior to the Athlete competing BCS will certify the eligibility of the Athlete;

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

IN CONSIDERATION OF the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Athlete and BCS agree as follows:

1. Definitions

In this Agreement, the following words will have the following meanings set out herein:

"AAP" means the Government of Canada Athlete Assistance Program;

"Agreement" means this written agreement;

"Athlete" means the person who is selected from time to time during the Term hereof as a member of the BCS National Team or who receives direct funding from BCS to assist his/her training and competitive endeavors;

"BCS" means as Bobsleigh CANADA Skeleton;

"COC" means the Canadian Olympic Committee;

"FIBT" means Fédération Internationale de Bobsleigh et de Tobogganing, the international governing body for bobsleigh and skeleton;

"IOC" means the International Olympic Committee;

"CCES" means the Canadian Centre for Ethics in Sport;

"WADA" means World Anti-Doping Agency

"CEO" means the Chief Executive Officer of BCS;

"National Office" means Bobsleigh CANADA Skeleton head office: 140, 88 Olympic Road SW Calgary Alberta Canada T3B 5R5

"Documents" means the documents referred to in section 12;

"Banned and restricted substances" means drugs and the methods for athlete doping that are either restricted or banned by the IOC, CCES, WADA and/or BCS

"National Coach" means the national coach designated from time to time by BCS;

"National Team" means the national team of BCS representing BCS and Canada at designated bobsleigh and skeleton competitions;

"SDRCC" means the Sport Dispute Resolution Centre of Canada;

"Term" means the term specified in section 3.

"Major Games" means international multi-sport competitions.

2. General Intent

- a. This Agreement shall be applied and interpreted in a manner which recognizes that the relationship between BCS and the Athlete is intended to assist the Athlete in the pursuit of athletic excellence, and that there are, independent from this Agreement, numerous policies and rules of BCS that apply to the Athlete. In the event of a conflict between BCS's various policies and rules and this Agreement, this Agreement shall prevail to the extent of any conflicts or inconsistencies.
- b. The Athlete shall be entitled to expect that the rules and policies of BCS will be administered fairly and that disputes will be resolved in a manner consistent with the principles of fairness and mutual respect.
- c. BCS respects that the Athlete is firstly a person and that at all times the Athlete's rights will be respected;

3. Term

In order to align with the traditional bobsleigh and skeleton competitive season, this Agreement shall commence on and be effective from **November 1, 2009** and shall terminate on **October 31, 2010**, unless sooner terminated pursuant to the provisions contained herein (the "Term").

4. Obligations of BCS

BCS shall throughout the Term undertake its best efforts to:

- a. Approve and publish, in a timely manner, clear selection criteria for Athletes to meet to participate in competitions and events designated by BCS;
- b. Conduct selection of members to all national teams in a manner consistent with the principles of fairness and mutual respect;
- c. Select and prepare Athletes to represent the National Team and Canada in designated competitions in accordance with the approved budget and policies of BCS in effect from time to time. The applicable budget and policies will be made available, on request, to the Athlete;
- d. Publish criteria for the selection of athletes to the AAP six (6) months before the start of the AAP eligibility cycle; and duly nominate and assist eligible athletes to Sport Canada for carding under the AAP;
- e. Provide for an Athlete's Council, elected by the athletes and representative(s) to sit as a voting member of the Board of Directors and relevant committees and councils of BCS;
- f. Plan and manage training and competitive programs inclusive of funding travel, accommodations and meals, coaching and competitive activities for the ongoing development of Athletes and the National Team in accordance with the approved budget, policies and mandate of BCS;
- g. Assist the Athlete in obtaining quality medical care and advice;
- h. Provide liability, accident and medical insurance for all National Team Members representing the Association at FIBT sanctioned events. This insurance shall include disability and death benefits;
- i. Provide official National Team attire in accordance with the approved budget and policies of BCS;
- j. Certify the Athlete's eligibility to compete in FIBT events, provided the Athlete first satisfies FIBT eligibility criteria, is a member in good standing of BCS and is not in breach of this Agreement;
- k. Provide all relevant BCS program information to the Athlete and make available to the Athlete on request through BCS's National Office copies of all relevant policies of BCS, FIBT, COC and the Government of Canada relating directly to the National Team and to this Agreement;
- l. Provide a formal review of the Athlete's annual training program on an as needed basis;
- m. Ensure an up-to-date equipment policy is available;
- n. Keep the Athlete informed regarding BCS's and the National Team's sponsors, marketing programs and the associated Marketing Properties, as they relate to the National Team program, the Athlete and this Agreement;
- o. Assist the Athlete to interact with the media and the general public;
- p. Communicate with the Athletes both orally and in writing in the language of their choice (English or French);
- q. Ensure an up-to-date Athletes' Handbook is available;

- r. Make decisions effecting the athletes reasonably and fairly, and communicate these decisions in a timely manner;
- s. Provide an appeal procedure that is in conformity with the principles of fairness and mutual respect, 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.

5. Obligations of the Athlete

The Athlete shall, throughout the Term:

- a. Under the supervision of the National Coach or designate, participate as directed in all National Team selection events, training programs, competitive activities, evaluation activities and reporting procedures approved by BCS
- b. Maintain his or her status as a member in good standing of BCS; abide by all policies, rules and regulations of BCS in effect from time to time; promptly pay all membership dues, license fees and levies as approved and assessed by BCS; and pay all other required fees and expenses associated with training and competition;
- c. Hereby warrant that he or she is a Canadian citizen, or is otherwise eligible to compete for Canada according to FIBT regulations in effect from time to time and that, if the Athlete's status changes, the Athlete shall immediately inform the Program Manager;
- d. At the earliest possible date, notify the National Coach or designate, in writing, of any injury to the Athlete or any other legitimate reason that might prevent the Athlete from fulfilling any of his or her obligations under this Agreement;
- e. Whenever representing BCS, while in or around competition sites and during media events and opportunities, wear in an appropriate manner, official National Team attire. Maintain such official National Team attire in clean condition and in good repair. When on tour as a member of the BCS National team, refrain from wearing attire of a direct competitor to a BCS official supplier sponsor;
- f. Review the equipment policy that is provided by the association;
- g. Provide BCS with all current contact information and provide BCS with any information which may be requested from time to time in order to confirm the eligibility of the Athlete and adherence to CCES doping policies;
- h. Participate in BCS educational activities, BCS promotional activities, the promotional activities of BCS's sponsors, and sport-related, non-commercial promotional activities on behalf of the Government of Canada, Sport Canada and/or the FIBT as may be reasonably requested by BCS. The Athlete shall be compensated for all reasonably incurred out-of-pocket expenses that are incurred as a direct result of attending these activities. The Athlete shall not be required to participate in these activities if the time involved is in excess of the equivalent of five days per year. The Athlete retains the right to review any and all materials, communications or means of transmission necessary to carry out the foregoing.
- i. Grant to the Association permission to use the name, likeness, photograph, image and/or voice, radio broadcast voice, signature, endorsement and performance record (hereinafter called "athlete attributes") of the Team Member for promotional purposes and for the purpose of raising revenues to support the Association's objectives;
- j. Athletes shall contact the Association prior to entering into an agreement with a sponsor in order to avoid potential conflicts and to ensure all athlete properties meet the specific guidelines outlined by the Association;
- k. Comply with all of the AAP policies and procedures of Sport Canada including actively participating in all AAP evaluation activities and be prepared to refund the amount required by Sport Canada for any AAP assistance improperly received by the Athlete after the date of ineligibility, should the Athlete's eligibility status change or the Athlete's carded status be withdrawn as the case may be;
- l. Consistent with this Agreement, undertake his or her best efforts to promote positively the National Team and BCS to the media and general public;
- m. Adhere, comply and stay current with all CCES, WADA and FIBT doping policies, whereabouts testing protocols, in and out of competition testing procedures.
- n. Avoid living in an environment not conducive to high-performance achievement or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
- o. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;

- p. Warrant that he or she is not under any obligation or disability which might prevent or restrict the Athlete from entering into this Agreement or from fulfilling any of the Athlete's obligations under this Agreement;
- q. Execute any further documents required by BCS to give effect to the respective obligations, warranties, covenants and undertakings set out in this Agreement. For greater certainty, but without limiting the generality of the foregoing, the Athlete shall sign when requested COC Agreements, and other agreements allowing the Athlete to compete internationally and to participate in Major Games;
- r. Adhere to and comply with BCS's Code of Conduct (Schedule "A");
- s. Adhere to and comply with BCS's Dispute Resolution Policy;
- t. Adhere to and comply with BCS's Appeal Policy.

6. Sponsorship and Commercial Activities

BCS recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject to the conditions and limitations set out below. The Athlete hereby:

- a. Consents to BCS using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as "Athlete's Attributes") to promote BCS's and the National Team's sponsorship, licensing, advertising and marketing programs (collectively referred to as the "Marketing Programs"), without the Athlete's written consent. This consent shall remain in effect for the duration of the Term and as approved by the Athlete for a period of two years thereafter;
- b. Consents to BCS using, without charge, on a worldwide basis, the Athlete's Attributes to promote bobsleigh and skeleton competitions that are organized and/or sanctioned by BCS or bobsleigh and skeleton competitions in which BCS members or the National Team members are participants, without the Athlete's written consent. This consent shall remain in effect for the duration of the Term and as approved by the Athlete for a period of two years thereafter;
- c. Consents to all licensee's or sponsors of BCS, using on a worldwide basis, in any format or media, the Athlete's Attributes to promote their businesses, with the Athlete's written consent. All use of the Athlete's Attributes by BCS's licensees and sponsors will be defined and limited by the terms of the licensing or sponsorship agreements in effect with BCS except that any use of the Athlete's Attributes shall not imply a testimonial or endorsement of any product without first obtaining the Athlete's authorization. This consent shall remain in effect for the duration of the Term;
- d. The Athlete shall not exploit his or her inclusion as a member of the National Team to the detriment of BCS. More specifically, the Athlete shall obtain permission from BCS to endorse or promote, as an identifiable member of the National Team, the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors"). Nothing in this subparagraph shall prevent the Athlete, in his or her personal capacity and not as an identifiable member of the National Team, from endorsing or promoting the various products, goods and services of the Athlete's Personal Sponsors;
- e. BCS retains the exclusive right to affix the logos, images, or names of sponsors or commercial partners on clothing, gear, equipment, helmets and gloves used by the Athlete in BCS activities. The Athlete shall not display any logo, whether that of a personal sponsor or otherwise, of a company in the same industry as any of the BCS's sponsors, unless written consent has been obtained from BCS. BCS shall provide a list of the sponsors or commercial partners whose logos shall be affixed on the clothing, gear, equipment, helmets and gloves for the 2008/2010 program years which include: VISA Inc, adidas, KBC, FIBT, Bobsleigh CANADA Skeleton, UVEX, Dow Chemical Canada Inc, Bombardier, Schenker and Shaw;
- f. Sponsors may be added to this list by BCS at anytime and notify the athlete of any changes;
- g. The athlete shall comply immediately with an instruction from BCS to remove sponsor logos from any equipment, clothing, etc. and understands that failure to do so may result in suspension.
- h. The Athlete shall contact the Association, in writing, prior to entering into a commercial contract or sponsorship venture associated with the Athlete's role as a competitive athlete to ensure the Athlete's agreement does not contravene or conflict with any existing BCS sponsorship or marketing program;
- i. The Athlete agrees to follow and abide by all BCS, COC, IOC and FIBT rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships.

7. Liability, Insurance and Indemnification

The Athlete hereby:

- a. Acknowledges that there are risks, dangers and hazards inherent in 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 and to other persons. The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agrees, save and except in the event of negligence, to assume all risks associated with, and incidental to, the Athlete's participation in BCS travel, training and competition.
- b. Acknowledges that BCS shall not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor shall BCS be liable to the Athlete or to any other party, including the personal representatives and assigns of the Athlete in the event of the Athlete's death, for any loss or damage arising from an injury to, or death of the Athlete or any other person resulting from any activity undertaken by the Athlete.
- c. Agrees to indemnify and hold harmless BCS and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which BCS may suffer or incur as a result, directly or indirectly, of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete. This indemnification shall survive any termination or expiry of this Agreement.
- d. Acknowledges that BCS carries limited liability and subscribes to an accident and sickness insurance program: The Canadian Athlete Insurance Program (CAIP). The Canadian Accident Insurance Plan is a plan that is specifically designed to address accident/injury needs of national team athletes while training and competing in Canada and outside Canada. It is the athlete's responsibility to acquire more coverage should they deem it necessary. Any additional coverage shall be considered optional and shall be at the athlete's own expense.

8. Competitive Attire

BCS recognizes the Athlete's desire to utilize competition attire as a means of performance enhancement. Where the Athlete wishes to wear competition attire that is not provided by BCS's sponsors or suppliers of similar competition attire to the National Team, the Athlete must first seek approval from the National Coach or the CEO to do so. Approval shall only be given under the following circumstances:

- a. Every effort must be made to allow the BCS sponsor or supplier to match the competitive characteristics of the alternate competitive attire;
- b. The Athlete and BCS will agree upon a quantitative, objective analysis to be performed which proves the alternate competitive attire will provide a significant competitive advantage and benefit to the Athlete;
- c. The suit, or any other competitive attire must be the same color scheme as that supplied to the National Team;
- d. The suit, or any other competitive attire must display the appropriate national logo or Team Canada designation as the supplied National Team attire
- e. The manufacturer's logo on all attire must be "blacked out" such that no brand representation may be seen, perceived or implied, on all competition attire not provided by BCS sponsors or suppliers.

If the approval of the National Coach or CEO is not obtained, the Athlete must wear the competition attire of BCS's sponsors and suppliers.

9. Dispute Resolution and Appeals

BCS administers the operation of the National Team and related programs and is responsible for the day-to-day requirements of BCS teams, coaches, team managers and support staff:

- a. In the normal course, communications from the Athlete and related support staff shall be directed to the National Office of BCS.
- b. While the Athlete is participating as a member of the National Team and is attending a competition or training camp, communication between the Athlete and BCS shall be through the following priority of personnel: 1. Head Coach 2. Program Manager and/or 3. Team Manager. The Athlete shall attempt to resolve any problems that do arise at competitions and training camps with the staff as previously prioritized;
- c. If the Athlete encounters a problem that cannot be resolved with the Head Coach, Program Manager and/or Team Manager, the Athlete will communicate that problem to the National Office of BCS.
- d. The Athlete is responsible for trying to resolve with the National Office of BCS any problems that arise.

If the matters in dispute between the Athlete and BCS can not be resolved, BCS and the Athlete agree that alleged breaches of this Agreement by either party, disputes relating to the implementation or interpretation of this Agreement, disputes relating to selection, disputes relating to the Athlete's conduct in violation of this Agreement and of the BCS Code of Conduct and any disputes over

sanctions or discipline measures effecting the Athlete's right to participate in training or competition as a National Team Member shall be dealt with pursuant to the BCS Dispute Resolution Policy or BCS Appeal Policy. Notwithstanding the foregoing, the BCS Dispute Resolution Policy and Appeal Policy shall not be used to resolve issues or sanctions associated with doping infractions pursuant to the Canadian Policy on Doping in Sport.

The Athlete confirms that he/she has read and understood the BCS Dispute Resolution Policy and Appeal Policy. More specifically, the Athlete acknowledges that by signing this Agreement the Athlete agrees to be bound by the provisions and procedures contained in the BCS Dispute Resolution Policy and the BCS Appeal Policy and specifically accepts the restrictions regarding appeals and the express waiver of the Athlete's right to submit any dispute seeking a determination on a question of either fact or law to a Court of competent jurisdiction.

10. Proper Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

11. Independent Legal Advice

The Athlete confirms that it has been recommended to the Athlete that the Athlete consult with a solicitor and obtain independent legal advice prior to the execution of this Agreement. The Athlete confirms to BCS that (a) he or she has obtained independent legal advice, or in the alternative, (b) that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so. The Athlete confirms that he or she has signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

12. Entire Agreement

In this Agreement, the term "Agreement" shall mean this document together with all the Schedules attached hereto and the additional Documents identified below. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein. Where discrepancies occur, the English version of this Agreement shall take precedence over all others.

The BCS Code of Conduct is attached hereto as an integral part of this Agreement.

The following Documents and others are either available upon request or have been previously distributed to the Athlete. In either event, they form an integral part of this Agreement.

1. *Bobsleigh CANADA Skeleton Dispute Resolution Policy*
2. *Bobsleigh CANADA Skeleton Appeals Policy*
3. *Canadian Policy on Doping in Sport and the Guide to Drug-free Sport from the Canadian Centre for Ethics in Sport*
4. *FIBT Doping Control Policy*
5. *IOC Doping Control Policy*

13. General

- a. 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.
- b. This Agreement is binding on the Parties and their heirs, executors, administrators, representatives and assigns.
- c. The parties hereto have required that this Agreement and related documents be drafted in English. Les parties aux présentes ont exigé que ce contrat et les documents y afférents soient rédigés en anglais.

14. Athlete Carding Declaration

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet *Athlete Assistance Program Policies, Procedures and Guidelines* and my Athlete / NSO Agreement. I agree to refund any financial assistance provided to me that was improperly received after the date of ineligibility should my eligibility status change or my carded status be withdrawn. Refunds of financial assistance shall be made to the Receiver General of Canada.

I, _____ (print name), have read, understand and agree to the information outlined in this document.

BOBSLEIGH CANADA SKELETON

BCS

Witness

Date

ATHLETE

Athlete Signature

Witness

Date

SCHEDULE "A"

BCS CODE OF CONDUCT

Athletes representing the National Bobsleigh and Skeleton Team are expected to conduct themselves in a dignified and responsible manner at all times, maintaining respect and consideration towards the public, the coaches and other athletes.

This code outlines the expectations and obligations regarding behaviour during all National Team activities. Infractions of the BCS Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the indiscretion in conduct being addressed. Sanctions can include, but are not limited to: Loss of eligibility to participate in BCS sanctioned activities on an interim or permanent basis; the withdrawal of funding from Sport Canada; loss of any further financial support for training and competition from BCS; the requirement to pay compensation for any damaged property.

Enforcement of the Code of Conduct may be the responsibility of the National Coach or the team leader for that specific team and shall be conducted as per the BCS Dispute Resolution policy. Disciplinary sanctions must be clearly communicated to all team members.

Team members include the athletes, team coaches, team managers, and all support staff.

For the betterment of the team it is expected that all athletes will conduct themselves in the following manner:

1. In a manner which is conducive to high performance sport and the attainment of personal and team performance goals;
2. Comply with all reasonable and proper requests from officials of the BCS;
3. At Team accommodations all Team members will respect the privacy and comfort of their fellow Team members and other residents, in particular those Team members and residents still involved in competition. They must comply with the directions of their Team Manager and other Team Management.
4. Team members will respect the authority of officials from the National Bobsleigh and Skeleton Team, and international competition officials, and must behave with decorum and dignity.
5. Team members will be required to display a standard of good sportsmanship when competing;
6. When in public whilst a member of the National Team, especially when dressed in elements of the Team uniform, Team members should display politeness and general courtesy to all members of the public
7. At Team functions, Team members are to wear Team uniform, unless otherwise advised. In giving pre-arranged interviews with media, Team members are required to wear Team jacket, Team tracksuit, or the team shirt.
8. Any Team member who damages or contributes to damage of property must report this to the Team leader. Team members may be responsible for the cost of repairing damage they have caused;
9. If an incident involving the police occurs, Team members must advise their Team Leader. As soon as a Team Leader is aware of such an incident, they must advise the CEO as soon as possible.

The following behaviour is unacceptable and will not be tolerated:

1. Any action that would impair the ability of the individual or athlete to meet the high performance sport expectations of the athlete or team;
2. The breaking of curfew regulations as agreed to by the National Coach or team leader directly responsible for that team.
3. The wilful abuse of property owned, rented, borrowed or leased by BCS including but not limited to vehicles, hotel rooms and team equipment.
4. Any action or conduct that would, unreasonably disrupt or interfere with a competition or training camp, or is detrimental to the reputation or image of BCS.
5. Any involvement with illegal drugs;
6. Any consumption of alcohol by underage athletes.
7. Abusive use of alcohol where abuse means a level of consumption which causes the individual to behave in a disruptive manner to themselves, teammates or others; or interferes with the individual's ability to perform effectively and safely;
8. Any illegal activities, including committing an act that is considered an offence under any law in the jurisdiction in which the act took place.

Athlete's initials: