



ATHLETE AGREEMENT

You are receiving this agreement in the capacity of (please check appropriate box)

- Senior National Team Member AAP Card
 Junior National Team Member AAP Card
 Travel Team Member (Select: Junior or Senior)

THIS AGREEMENT MADE this _____ day of _____ 20__

B E T W E E N:

DIVING PLONGEON CANADA, a corporation incorporated under the laws of Canada, having its head office in the City of Ottawa, in the Province of Ontario (hereinafter called "DPC")

AND

Athlete's name, address (with city, province and postal code) (hereinafter called the "Athlete")

WHEREAS:

1. DPC is recognized by Aquatics Canada ("AC"), the Federation Internationale de Natation ("FINA") and Sport Canada as the sole National Federation governing competitive diving in Canada.
2. FINA requires DPC to certify the eligibility of the Athlete to compete in international competitions.
3. Sport Canada requires that the respective rights and obligations of DPC and the Athlete be agreed to in writing as a precondition to the granting of any financial assistance pursuant to the Athlete Assistance Program (the "AAP") should the Athlete become eligible for carding assistance.
4. The Athlete wishes to be an active competitor in DPC-sanctioned events with his or her rights and obligations clearly defined.
5. DPC recognizes the need to clarify the relationship between DPC and the Athlete by establishing their respective rights and obligations.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms, provisions and covenants herein contained, the parties hereto agree as follows:

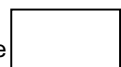
1. DPC OBLIGATIONS

In addition to its other obligations and subject to DPC's priorities, as established from time to time and in accordance with its funding constraints, DPC shall:

- (a) Select, organize and operate national team programs consisting of athletes, coaches and other necessary support staff (the "Senior National Team, the Junior National Team or the Travel Team") and, in connection therewith, provide the Athlete with the opportunity to participate in national and international competitions and receive outfitting and other equipment in accordance with DPC sponsorship agreements.
- (b) Publish and distribute to the Athlete as soon as practical a tentative outline for the following year's competitive season, specifics of which will not be available until factors including but not limited to budget and international calendar are established. Said outline will be ratified by the national team coaches by no later than the national team coaches meeting held each fall.

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- (c) Make available electronic copies of all relevant policies pertaining to high performance.
- (d) Notify the Athlete immediately in writing of any changes to relevant policies pertaining to high performance.
- (e) Publish selection criteria at least two (2) months before the selection for any particular team.
- (f) Announce the team members for all international events as soon as practical following such selection competition.
- (g) Provide funding for qualified athletes, coaches and other support staff to designated national and international competitions in accordance with budget and selection criteria.
- (h) Provide coaches with NSO approved AAP compliant criteria for the selection of eligible athletes to be nominated for the AAP 8-10 months before the start of the AAP eligibility cycle.
- (i) Nominate all athletes eligible for the AAP and thereafter make available to these athletes information regarding the benefits to which they are entitled to under the AAP; and for those junior athletes eligible under the DPC carding program and not under the AAP, make available information regarding benefits to which they are entitled.
- (j) Provide accident insurance for Athletes while participating in a diving competition outside Canada which is funded by DPC and while travelling directly to or from such event subject to the limitations and conditions of the insurer, in accordance with DPC's Insurance Policy as published in the 2014 Athlete's Manual.
- (k) Assist the Athlete when involved in National Team activities to obtain quality medical care upon request of the Athlete.
- (l) Provide necessary information to the Athlete, including a copy of the banned substances list from the International Olympic Committee ("IOC"), the World Anti-Doping Agency ("WADA"), and the Canadian Antidoping Program (CADP) from the Canadian Centre for Ethics in Sport ("CCES") along with updates and the eligibility rules of the IOC, FINA, COC, AFC or CADA
- (m) Provide to the Athlete, in the form of written correspondence, other information on a regular basis, including details regarding international competitions to which the Athlete has been selected.
- (n) Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness with respect to any dispute the Athlete may have with DPC under the terms of this Agreement including DPC's Appeal Policy as published in the 2014 Athlete's Manual.
- (o) Include access to an independent arbitration process with respect to any dispute the Athlete may have with the NSO, through the Sport Dispute Resolution Centre of Canada (SDRCC).
- (p) Communicate with athletes both orally and in writing in the language of their choice (French or English);
- (q) Provide for a representative selected by the athletes to sit as a voting member of the relevant decision-making body of the NSO.
- (r) Respect the confidentiality of medical information supplied by the Athlete to DPC by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with DPC's policies.



2. ATHLETE'S OBLIGATIONS

The Athlete covenants and agrees to abide by all policies and directions of DPC as set out in the Agreement, as the same may be amended from time to time and, without limiting the generality of the foregoing, the Athlete specifically covenants and agrees as follows:

- (a) Supplying DPC with biographical information as requested, including telephone, address and email, and keep DPC updated on any such changes.
- (b) Subject to written resignation, to remain a member of DPC in good standing during the term of this Agreement.
- (c) Senior National Team member - to follow a recognized training program with no more than two consecutive months off from training (subject to properly documented injuries or illness) that is designed to permit the Athlete to achieve competitive excellence as agreed to with the Athlete's personal coach.
Junior National Team Member – to work in collaboration with DPC representatives to establish individual training and competitive program, agree to period training assessments and monitoring, and maintain a training log to be made available to DPC upon request , and provide DPC with pre-season, mid-season and end of season reports (templates to be provided).
- (d) To abide by the injury and illness reporting policy as set out in DPC's Injury and Illness Report Policy as published in the 2017 Athlete's Manual (failure to abide by such policy shall be considered a default of this Agreement).
- (e) To participate and compete to the best of the Athlete's abilities at all competitions funded by DPC and to advise DPC immediately, of any reason that may prevent the Athlete from so participating, including the reporting of any injury or illness in accordance with the Injury and Illness Reporting Policy.
- (f) To reimburse DPC for all costs incurred by DPC on behalf of the Athlete for any competitions to which the Athlete travels at the expense of DPC and at which the Athlete cannot compete or at which his/her performance may be inhibited because of a limiting injury that has not been reported in accordance with the Injury and Illness Reporting Policy, and in accordance with the selection criteria for that competition, unless a medical clearance letter has been delivered to the National Office with respect to such injury prior to departure.
- (g) To participate in each of the National Diving Championships (Senior or Junior depending on age category) and in National Team or junior training camps as required (the "mandatory events"), during the term of this Agreement unless:
 - i. application to be excused made at least forty-five (45) days in advance to the HP Athlete Development Manager and the HP Athlete Development Manager has communicated acceptance of the reasoning for non-attendance in writing or,
 - ii. the Athlete is injured or ill and has complied with the Injury and Illness Reporting Policy.

If the Athlete does not compete in the mandatory events, the Athlete shall not be eligible for international competitions funded by DPC without the approval of the HP Athlete Development Manager, which shall be applied for by written request from the Athlete or the Athlete's personal coach.

- (h) To fully comply with the Trip/Event policies set out in the 2017 Athlete's Manual.
- (i) To abide by the DPC Policy on Member Conduct set out in the 2017 Athlete's Manual.
- (j) To respect the authority of those persons designated by DPC in the trip/event policies outlined in the National Team Trip/Event Policy in their enforcement of the trip/event policies, the Code of Conduct and the provisions of this Agreement.

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- (k) Avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance.
- (l) To avoid the use of banned substances and methods in contravention of the rules of the IOC, WADA, FINA and CCES as same may be amended from time to time and, in accordance with DPC policies in effect from time to time, to submit to announced and unannounced doping control tests upon request by DPC, FINA, WADA, CCES or other authority so designated by DPC.
- (m) To avoid possession of anabolic drugs, and not supply such drugs directly or indirectly to others, encourage their use, nor condone the use of these substances by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices.
- (n) Submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by the NSO, FINA, WADA, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so.
- (o) Complete the CCES on line anti-doping courses: True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle and at times thereafter as required by Sport Canada.
- (p) To participate as may be reasonably requested by DPC in any Doping Control/Education Program and to ensure timely completion of Athlete Location Forms and Therapeutic Use Exemption Forms as may be required by CCES, FINA and/or WADA. Athletes will also abide by the DPC Doping Policy, as set out in the 2017 Athlete's Manual.
- (q) To comply with the requirements of the CADP as an athlete named to the National Athletes' Pool (NAP) as per the following clauses:
 - i. Specifically agree that as a member of the National Athlete Pool (NAP) in Diving the diver is subject to the Canadian Anti-Doping Program (CADP) and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
 - ii. Agree that the diver has been educated regarding the anti-doping rules and violations contained in the CADP.
 - iii. Acknowledge that information, including personal information, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information.
 - iv. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, I consent to having police and law enforcement agencies, border services agencies, Sport Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to me that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.
- (r) To avoid participating in all competitions where Federal Government sport policies (and the policies of DPC) have determined that such participation is not permitted.
- (s) AAP athletes
 - i. Actively participate in all AAP evaluation activities. Athletes will 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.

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- ii. At the earliest possible date, notify DPC in writing of the Athlete's intention to retire in order that DPC may advise Sport Canada to cease AAP payments. Any AAP payments received after an Athlete has ceased training must be refunded. Failure to notify DPC of retirement prior to unauthorized payments being made could result in collection action being initiated by Sport Canada or DPC and the withholding of funds otherwise due to the Athlete
- (t) To abide by the FINA Regulations, Rules GR 1-GR 4 so as to avoid the loss of eligibility to compete and to do no act or omit to do any act which would result in the loss of such eligibility prior to the Athlete's voluntary retirement from the sport of diving.
- (u) To abide by the DPC Clothing Policy set out in the 2017 Athlete's Manual;
- (v) To show a commitment to diving in the Synchronized Diving events when requested. This will include identifying suitable synchro partners, working on strategies to enhance ability to compete in synchro diving, remaining flexible to alternate synchro partners when and where required and competing in synchro events when traveling with the Canadian Team.

3. **MARKETING**

(a) Sponsorship and Endorsements

- i. DPC has the unconditional and exclusive right to enter into sponsor, supplier or commercial agreements on behalf of the Federation, national team, DPC events or programs.
- ii. Athletes are required to fully support these agreements and may be prohibited or restricted from entering into private agreements with other commercial sponsors who may be deemed to be competitors with these Federation sponsors.
- iii. DPC recognizes the rights of individual athletes to secure personal endorsements and shall make all reasonable efforts to promote the endorsement potential of athletes. That said, DPC must approve all personal sponsorships or endorsements and has the right to disapprove, any which may not be in the best interests of the Federation, national team or athlete. Such approval shall not be unreasonably withheld.
- iv. DPC has the right to define full or limited sponsor exclusivity and various rights of refusal associated with such agreements. This includes the right to reasonably assign such limitations to personal endorsement agreements. This includes sponsorships or endorsements that conflict with existing or prospective DPC commercial partnerships.

For example, DPC has a contract with Speedo, which grants Speedo the rights to provide clothing, bathing suits and other items for the national team on an industry exclusive basis. Athletes may not enter into a sponsorship or endorsement deal with a company that competes with Speedo. This applies for any national or international activity, which includes traveling to and from training camps, competitions, media, and/or team functions. No other brands of bathing suits or clothing may be worn on deck at national or international competitions.

- v. The properties of DPC may not be used in any form of athlete personal endorsement without the prior approval of DPC.
- vi. While DPC will make every effort to support Athlete sponsorships and endorsements, DPC marketing programs will take precedence over personal endorsement contracts.
- vii. DPC is not liable for any failure of the Athlete to perform his or her obligations contained in the specified athlete sponsorships or endorsements.

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(b) Team and Individual Properties

- i. Team to be defined as “three or more” national team members. DPC has no rights to market the Athlete as an individual except with the expressed consent of the Athlete. The properties which are the exclusive right of an individual athlete, when not associated with the Team under the circumstances noted include:
 - name
 - image
 - photograph
 - likeness
 - autograph or signature
 - verbal or written endorsement
 - voice
 - video image
 - personal appearances
- ii. Athletes may choose to negotiate agreements via a separate agent or other third party. Agreements with third part agents must be filed with DPC and Athletes are encouraged to seek DPC’s input on such Agreements before signing. In the absence of a separate agent or other third party, DPC will act as agent on behalf of the national team athletes.
- iii. All individual commercial Agreements, existing or future must be filed with DPC.
- iv. As a member of the Team as defined above, the Athlete grants DPC the right to the use of the Athlete's name, likeness, photograph, image, sketch, voice, video taped image and/or voice, televised image and/or voice, radio broadcast, signature endorsement and performance records (personal properties noted above) for DPC commercial purposes.
- v. Further, DPC shall have the right to grant and assign its rights to the Athlete’s personal properties while acting as a member of the national team to corporation or parties as DPC shall determine provided that the granting or assignment of such rights shall be for the purpose of providing financial support to DPC.
- vi. The Athlete agrees to co-operate with DPC and assist DPC in fulfilling any obligations it may incur as a result of such grant or assignment of the rights and without limiting the generality of the foregoing the Athlete agrees to:
 - A. Make promotional appearances in support of these commercial programs at all reasonable times directed by DPC.
 - B. Participate in such reasonable number of promotional or fund-raising activities and to attend such photographic, television or radio production sessions as may be requested by DPC which do not unduly interfere with the Athlete's training, competitive schedule or other pre-existing commitments.
 - C. Be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during an event for such commercial purposes.

(c) Promotion

- i. Athletes will make themselves and their personal image/properties as noted above for media, DPC promotions and special events to promote DPC, the Team and diving.
- ii. Athletes will participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada.

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4. DISCIPLINE

The Athlete acknowledges and agrees that DPC shall have the right to administer reasonable disciplinary measures to the Athlete as DPC may see fit, acting reasonably and consistent with the terms of this Agreement for any breaches by the Athlete of the Athlete's obligations under this Agreement and the policies referred to herein, including the DPC Policy for Member Conduct that has been established for all disciplinary actions and the DPC Appeal Policy. The Athlete hereby further agrees to utilize and exhaust the appeal process as set out in the DPC Appeal Policy prior to having recourse to the court of law. Please refer to the DPC Policy on Member Conduct and the DPC Appeal Policy in the Athletes Manual.

5. ATHLETE DECLARATION

I hereby declare that I undertake to fulfill all commitments and responsibilities outlined in the Athlete/NSO Agreement.

AAP athletes – I hereby declare that in return for any financial assistance provided by the Sport Canada Athletes 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 assistance provided to me, payable to the Receiver General of Canada, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

6. WAIVER OF LIABILITY

It is understood and agreed that DPC shall not be liable for injury, death or loss occasioned by the Athlete, howsoever caused whether such injury, death or damage or loss of property is occasioned by the Athlete while traveling as a representative of the National Team, engaged in any team training or competition or any other time whatsoever.

It is further understood and agreed that DPC shall not be responsible for any actions, costs, losses, damages or expenses arising out of the acts or omissions of the Athlete while the Athlete is travelling as a representative of the National Team or engaged in any team training or competition or at any other time whatsoever and the Athlete hereby agrees to indemnify and hold harmless DPC from any claims, actions, demands or expenses in respect of such loss, damage or expenses.

7. DEFAULT OF AGREEMENT

- (a) In the event of a default of a party of any obligation under this Agreement the non-defaulting party shall: (i) forthwith notify the defaulting party of the alleged default; (ii) indicate the steps to be taken by the defaulting party to remedy the situation; (iii) give to the defaulting party a reasonable period of time within which such corrective measures shall be taken; and (iv) outline the action to be taken in the event the default is not remedied within the reasonable period of time.
- (b) Where notice of default has been provided to a party and the party receiving notice disagrees with the notice of default or the remedy outlined or the reasonableness of the time period, then such party may, within thirty (30) days, file a complaint which shall proceed through the Appeals and Hearing procedure set out in the Appeals Process.
- (c) Each party hereby agrees to accept full responsibility for any and all costs incurred by the non-defaulting party in respect to any disciplinary action taken by a non-defaulting party as a result of the breach of this Agreement by a party.
- (d) The failure of DPC to insist upon the strict performance by the Athlete of any of the agreements, terms, covenants and conditions contained herein shall not be deemed a waiver of any rights of DPC to discipline the Athlete for any subsequent breaches or defaults of this Agreement. If any term of this Agreement or the application thereof to any person or circumstances to any extent is held invalid

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or unenforceable, the remainder of this Agreement, or the application of that term to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby and each term of this Agreement will be valid and enforced to the full extent permitted by law.

8. DURATION OF AGREEMENT

This Agreement shall be in effect until December 31, 2017 unless the Athlete provides prior written notice of resignation to DPC.

IN WITNESS WHEREOF the parties have executed this Agreement.

DIVING PLONGEON CANADA

Per: _____
(Authorized signing officer)

Witness: _____
(name) _____
(signature)

Athlete: _____
(name) _____
(signature)

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CONSENT FOR ATHLETES UNDER 18 YEARS OF AGE

The undersigned parent, (or legal guardian of the Athlete), hereby acknowledges having read and approved the foregoing Agreement on behalf of the Athlete, and having explained the provisions to the Athlete. The undersigned further agrees, for good and valuable consideration, not to make any claim or demand against Diving Plongeon Canada ("DPC"), and the undersigned hereby releases DPC from all claims or causes of action of any kind whatsoever arising out of or in any way connected with the Athlete's participation in National Team activities at the senior or junior level.

Name of Athlete

Parent or Legal Guardian

Witness

Date

Date

Other Parent or Legal Guardian

Witness

Date

Date

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