



ATHLETE AGREEMENT

You are receiving this Agreement in the capacity of:

- Senior National Team Member
- Junior National Team Member
- Team Member (other)
- AAP Card

Unless terminated earlier in accordance with the relevant termination provisions below, this Agreement

is effective from: _____ to _____
(dd/Month/yyyy) (dd/Month/yyyy)

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 "DPC")

AND

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

WHEREAS:

1. DPC is recognized by Aquatics Canada ("AC"), the Federation Internationale de Natation ("FINA"), the Canadian Olympic Committee ("COC") and Sport Canada as the sole National Federation governing competitive diving in Canada;
2. The Athlete has exceptional and unique knowledge, skill and ability in the sport of diving and, following their selection, wishes to be an active competitor for Canada as member of DPC's National Team¹ and/or to receive support through the Athlete Assistance Program ("AAP") with their rights and obligations clearly defined;
3. FINA requires DPC to certify the eligibility of the Athlete to compete in international competitions;
4. 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 AAP" in order to render the Athlete eligible for carding assistance (where applicable); and
5. Execution of this Agreement means that both parties understand and agree to the mutual obligations set out herein, including their mutual responsibility to comply with, as applicable, the requirements of external sport governance bodies including the International Olympic Committee ("IOC"), FINA ("IF"), the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA").

¹ The term National Team shall include the Senior or Junior National Team, as relevant and applicable to the Team on which the Athlete has been selected for the purposes of this Agreement.

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

Subject to the limitations described below, 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's sponsorship agreements;
- (b) Publish and distribute to the Athlete as soon as practical a tentative outline of the upcoming season's competition schedule, the specifics of which will not be available until factors including, but not limited to, the budget and international calendar are established and approved by the relevant organizations. This outline will be ratified by the national team coaches by no later than the national team coaches' meeting held each fall;
- (c) Make electronic copies of all relevant policies pertaining to high performance available;
- (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 the relevant selection competition;
- (g) Within all applicable timelines, register the Athlete and perform all necessary tasks to ensure that the Athlete can compete at FINA and IOC sanctioned events that the Athlete has been selected to compete at and has agreed to, is entitled and dully qualified to compete at, subject to this Agreement and DPC's published eligibility and selection criteria for National Teams, including Major Games;
- (h) Provide funding for other qualified athletes, coaches and support staff to designated national and international competitions in accordance with DPC's budget and published selection criteria;
- (i) Provide coaches with DPC's 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;
- (j) Nominate all athletes eligible for the AAP and thereafter make available to these athlete's 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;
- (k) 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 Athlete's Manual;
- (l) Upon request of the Athlete, assist when involved in National Team activities to obtain quality medical care;
- (m) Provide to the Athlete, in the form of written correspondence, other information (such as travel, accommodation, registration, accreditation) 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;
- (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 official language of Canada of their choice (French or English);
- (q) Provide for a representative selected by the athletes to sit as a voting member at DPC's Annual General Meeting, in accordance with DPC's Bylaws; and
- (r) Respect the confidentiality of any information provided by the Athlete to DPC, including any medical information provided by the Athlete to DPC, by not disclosing this information to any third party without the express consent of the Athlete, save in emergency medical situations or unless required to do so by law or the order of a court of competent jurisdiction.

2. ATHLETE'S OBLIGATIONS

The Athlete agrees as follows:

- (a) That they are a Canadian citizen, or is otherwise eligible to compete and represent DPC and Canada and that they will immediately inform the DPC Chief Technical Officer if their status changes.
- (b) To provide DPC with biographical information as requested, including telephone, address and email, and keep DPC updated on any changes to such information;
- (c) To remain a member of DPC in good standing during the term of this Agreement, unless they otherwise indicate to DPC that they are withdrawing from training and competition;
- (d) **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 achieve international competitive excellence as approved by DPC in consultation with the Athlete's personal coach.

Junior National Team Member – to follow a DPC approved individual training and competitive program, agree to periodic training assessments and monitoring, maintain a training log which will be made available to DPC upon request, and provide DPC with pre-season, mid-season and end of season progress reports (templates to be provided).
- (e) To abide by the injury and illness reporting policy as set out in DPC's Injury and Illness Report Policy as published in the Athlete's Manual (failure to abide by such policy shall be considered a default of this Agreement);
- (f) 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;
- (g) 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 or other factors 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;

- (h) 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. An application to be excused is made at least forty-five (45) days in advance of the Mandatory Event 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 participate or compete in the Mandatory Events, the Athlete shall not be eligible for selection or to participate (as applicable) at international competitions funded by DPC without the approval of the Chief Technical Officer and/or HP Athlete Development Director, which shall be applied for by written request from the Athlete or the Athlete’s personal coach;

- (i) To fully comply with the Trip/Event policies in the Athlete’s Manual;
- (j) To abide by the DPC Policy on Conduct in the Athlete’s Manual;
- (k) To respect the authority of those persons designated by DPC outlined and enforced in the National Team Trip/Event Policy, the Conduct Policy and the provisions of this Agreement;
- (l) 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;
- (m) Comply with the anti-doping rules of FINA, IOC, WADA, CCES and any other Anti-Doping Organization with authority over the Athlete;
- (n) To avoid the use of Prohibited Substances and Prohibited Methods found on the WADA Prohibited List in force during the term of this Agreement;
- (o) To avoid the possession, trafficking or administration of any Prohibited Substances or Methods or illegal drugs, and not encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of Prohibited Substances or Methods;
- (p) Submit to doping-control testing when requested by any Anti-Doping Organization that has testing authority over the Athlete;
- (q) Complete the Respect in Sport program on harassment, abuse and bullying, and the CCES online anti-doping course, True Sport Clean 101, in addition to the Sport Canada-Athlete Assistance Program (for carded athletes), at the beginning of each new carding cycle and at any time thereafter as required by Sport Canada or the CCES;
- (r) To participate as may be reasonably requested by DPC in any Doping Control/Education Program and to ensure timely completion of whereabouts information (if applicable) and Therapeutic Use Exemption Forms as may be required by CCES, FINA or any other Anti-Doping Organization with authority over the Athlete;
- (s) To comply with the requirements of the CADP if named to the National Athletes’ Pool (NAP) in accordance with the following:
 - i. Specifically agree that as a member of the NAP in Diving, the Athlete is subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
 - ii. Agree that they have 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.
- (t) To avoid participating in all competitions where Federal Government sport policies (and the policies or directives of DPC) have determined that such participation is not permitted;
- (u) AAP athletes (where applicable)
 - i. Actively participate in all AAP evaluation activities. The Athlete will cooperate fully in any evaluation of the AAP that may be conducted by the Federal Minister of Sport 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.
 - ii. At the earliest possible date, notify DPC in writing of the Athlete's intention to retire so that DPC may advise Sport Canada to cease AAP payments. Any AAP payments received after an Athlete has ceased training may be subject to reimbursement to Sport Canada. 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.
- (v) To abide by the FINA Regulations, Rules GR 1-GR 4 in order to prevent losing their eligibility to compete and to not commit any act or fail to take action which would result in the loss of such eligibility prior to the Athlete's voluntary retirement from the sport of diving.
- (w) To abide by the DPC Clothing Policy set out in the Athlete's Manual;
- (x) 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 the Federation sponsors;
 - iii. DPC recognizes the rights of individual athletes to secure personal endorsements. DPC must approve all personal sponsorships or endorsements and has the right to disapprove any personal sponsorship or endorsement that DPC, acting reasonably, considers may not be in the best interests of the Federation, the National Team or the Athlete. DPC's 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.

If DPC has a contract with a supplier which grants that supplier any exclusive right to provide clothing, bathing suits or any other items for the National Team on an industry exclusive basis, the Athlete may not wear or display any other brand of bathing suit, clothing or other item (as applicable) on deck at national or international competitions, or at DPC national training centres.

This applies for any national or international activity, which includes traveling to and from training camps, competitions, media, and/or team functions as well as training at DPC sport institutes;

- v. The properties of DPC may not be used in any form of the Athlete's personal endorsement(s) without the prior approval of DPC, which shall not be unreasonably withheld;
- vi. While DPC will make every effort to support the Athlete's 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 the Athlete's own sponsorships or endorsement agreements;

(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 express 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. The Athlete may choose to negotiate agreements via a separate agent or other third party. Agreements with third party agents must be filed with DPC and the Athlete is encouraged to seek DPC's input on such agreements before signing. In the absence of a separate agent or other third party, DPC may act as agent on behalf of the national team athletes;
- iii. All of the Athlete's individual commercial agreements, existing or future, must be provided to DPC;
- iv. As a member of the Team as defined above in 3. (b) i, the Athlete grants DPC the right to use 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 (the "Personal Properties") for DPC commercial purposes;
- v. 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 corporations or other third 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; and

- C. Be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during an event for such commercial purposes.

(c) Promotion

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

4. INFORMATION AND PRIVACY

- 4.1 The Athlete must share certain information with DPC, as requested, and, where indicated by DPC, shall not discuss or share such information.

Where necessary, DPC may collect personal information from the Athlete. In such instances, DPC will protect any collected information that in accordance with the relevant and applicable privacy laws in force in Canada and shall not disclose any information about the Athlete to third parties without the consent of the Athlete, unless required to do so by law or the order of a court of competent jurisdiction.

- 4.2 The Athlete will, when requested, provide DPC with any personal information required to confirm their eligibility. The Athlete will also provide DPC with personal information to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the care of DPC.

- 4.3 The Athlete shall not disclose DPC's recordings, technology, tactics, methods, logistics or other information that DPC deems confidential, unless required to do so by law or the order of a court of competent jurisdiction.

5. 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 and in accordance with the principles of natural justice, for any breaches by the Athlete of the Athlete's obligations under this Agreement and the policies referred to herein, including the DPC Policy on Conduct that has been established for all disciplinary actions and the DPC Appeal Policy.

In the event that DPC imposes any disciplinary measure against the Athlete, the Athlete hereby further agrees to utilize and exhaust the appeal process as set out in the DPC Appeal Policy and before the SDRCC prior to taking any recourse before any public court of competent jurisdiction. Please refer to the DPC Conduct Policy and the DPC Appeal Policy in the Athletes Manual.

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. DISPUTE RESOLUTION

DPC will provide a hearing and appeal procedure with respect to any dispute between the Athlete and DPC that conforms with the principles of natural justice and procedural fairness. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC.

8. 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, submit the dispute to the SDRCC or to an independent hearing panel composed of a single adjudicator agreed upon between the parties for a final determination
- (c) 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.

9. TERMINATION

This Agreement may be terminated as follows:

- (a) The Athlete:
 - i. May terminate this Agreement at any time by providing written notice of termination to DPC
 - ii. In such circumstances, the Athlete understands and agrees that in terminating this agreement, the Athlete loses all rights, benefits and privileges of participation on the National Team, including payments and the right to compete internationally at FINA or IOC sanctioned events.
- (b) DPC:

May terminate this agreement by providing written notice, prior to its scheduled expiry if:

 - i. The Athlete is found to have committed an anti-doping rule violation by an Anti-Doping Organization with authority over the Athlete;
 - ii. Has been convicted of a violent criminal offense;
 - iii. Has become ineligible to represent DPC and Canada; or
 - iv. The Athlete has been found by a disciplinary panel to have breached DPC's Conduct Policy.

10. GENERAL

- (a) This Agreement may not be amended, modified or altered in any respect except in writing and signed by the parties;
- (b) If any term of this Agreement or the application thereof to any person or circumstances to any extent is held invalid 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;

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

DEFINITIONS

Unless otherwise stated in this agreement:

AAP – means Sport Canada’s Athlete Assistance Program (also referred to as “carding”)

AC – means Aquatics Canada

Agreement – means this agreement

Athlete representative – means the athlete or athletes elected or selected to act as representative of all athletes within the sport governed by DPC at decision-making bodies such as DPC’s committees or DPC’s board of directors and may include athlete’s committee members.

Athlete sponsor – means an entity, whether characterized by an athlete as a sponsor, supplier, licensee or otherwise, with whom the athlete has a contact to use, market, advertise or promote their products or services.

Prohibited Substance or Prohibited Method – means any substance or method found in WADA’s Prohibited List

CADP – means the Canadian Anti-Doping Program

CCES – means the Canadian Centre for Ethics in Sport

COC – means the Canadian Olympic Committee

Default Notice – means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure.

DPC – means Diving Plongeon Canada

FINA – means the Federation International de Natation (International Swimming Federation)

IOC – means the International Olympic Committee

Major Games – means Olympic, Commonwealth, Pan American, or FISU Games.

National Team – means the athletes, coaches and necessary support staff selected to form a Canadian team for an international competition (may include any Major Games, World Cups, Diving World Series, Grand Prix, International Invitational, or other particularly meaningful events).

Personal information – any factual or subjective information, recorded or not, about an identifiable individual. This includes information in any form, such as:

- age, name, ID numbers, income, ethnic origin, or blood type;
- opinions, evaluations, comments, social status, or disciplinary actions; and
- employee files, credit records, loan records, medical records, existence of a dispute between a consumer and a merchant, intentions (for example, to acquire goods or services, or change jobs).

Sanctioned events – means all of DPC’s training camps, competitions, testing, technical meetings, press conferences, fundraising activities, meet and greet, personal appearances/promotional events.

Sponsors – means an entity, whether characterized by DPC as a sponsor, supplier, licensee or otherwise, with whom DPC has a contract to use, market, advertise or promote their products or services.

SDRCC – means Sport Dispute Resolution Centre of Canada

WADA – means the World Anti-Doping Agency