

ATHLETE INFORMATION

First Name		Middle Initial	Last Name	
Current Address	City		Province	Postal Code
Home Phone:	Cell Phone		Email Address	

PARENT/GUARDIAN INFORMATION IF THE ATHLETE IS UNDER THE AGE OF MAJORITY

Parent/Guardian: _____ Address: _____

Telephone: _____ Email: _____

Your selection as an elite athlete requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and Dragon Boat Canada. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully, as by signing this Agreement you are confirming that you have read and understood it.

Please complete the cover page, initial each page in the lower right-hand corner, and sign in the space provided on the last page and return two copies of the Agreement to:

Dragon Boat Canada

director@dragonboat.ca

Attention: High Performance Committee

Once you have signed the Agreement, a copy will be returned to you for your records.

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DRAGON BOAT CANADA
2018 Athlete Agreement

THIS AGREEMENT is made this _____ day of _____, 20_____.

BETWEEN:

Dragon Boat Canada, a Corporation, duly formed under the laws of Canada, and having its national office at 2255B Queen Street E, Toronto ON, M4E 1G3

AND:

_____, residing at,

(Hereinafter referred to as the “Athlete”)

WHEREAS:

- Dragon Boat Canada is recognized by the International Dragon Boat Federation (IDBF), as the sole National Federation governing the sport of Dragon Boat in Canada;
- The Athlete wishes to be an active competitor in Dragon Boat Canada sanctioned events and IDBF sanctioned events;
- Dragon Boat Canada and the Athlete recognize the need to clarify their relationship and to establish their respective rights, duties and obligations; and
- The IDBF requires Dragon Boat Canada to certify the eligibility of the Athlete as a member in good standing in order to compete in international competitions.
- The term “Dragon Boat” shall encompass all event formats and distances recognized by Dragon Boat Canada under the authority of the IDBF.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

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1. DRAGON BOAT CANADA'S OBLIGATIONS

Dragon Boat Canada shall:

Selection

- A. Organize, select and operate the team; consisting of selected athletes in the elite category, coaches and other necessary support staff, as determined by Dragon Boat Canada, to represent Canada at World Championship events (Club Crew, World Nations, etc.)
- B. Unless an alternative publication date is required by a particular event, publish reasonable selection criteria for all teams at least three (3) months before the selection for any particular team and at least six (6) months before the selection of teams and athletes attending a World Championship event.
- C. Conduct selection of members to all teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.

Communications

- D. Communicate with athlete, both verbally and in writing, in either of the official languages of Canada (French or English), at the Athlete's choice.
- E. Regularly communicate teams program information (training and competition) to the Athlete verbally and/or electronically (i.e., email, Dragon Boat Canada website, etc.).
- F. Make available electronic copies of all relevant policies pertaining to high performance.

Medical and Insurance

- G. Respect the confidentiality of medical information supplied by the Athlete to Dragon Boat Canada by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with Dragon Boat Canada's policies.
- H. Assist the athlete in obtaining quality sport sciences and sport medicine care and advice in accordance to Dragon Boat Canada's budget and policies
- I. Ensure they have ascertained proper travel and medical insurance, and it is the responsibilities of the Athlete to satisfy themselves that the insurance ascertained meets their needs.

Dispute Resolution

- J. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent dispute resolution process, which will include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC). With respect to any dispute the Athlete may have with Dragon Boat Canada 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.

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2. ATHLETE'S OBLIGATIONS

The Athlete shall:

General and Communications

- A. Provide Dragon Boat Canada with a current address, phone number, functioning email address, and will advise Dragon Boat Canada within 48 hours of any changes becoming effective.
- B. Receive and read all information supplied by Dragon Boat Canada.
- C. Remain in good standing with Dragon Boat Canada through paying all dues, levies, and fees, as approved and assessed by Dragon Boat Canada, within 30 days of being invoiced.
- D. Respond to communication and requests from Dragon Boat Canada within 48 hours unless you have notified Dragon Boat Canada of temporary unavailability.
- E. Participate in any/all athlete meetings and event-specific meetings organized by Dragon Boat Canada. This includes meetings held face-to-face or by web/phone conference.
- F. Understand that it is his/her responsibility to check the official Dragon Boat Canada electronic communication (i.e., messaging tools, email, website) as well as event specific social media (i.e., Facebook or WhatsApp groups) on a regular basis to receive updates news, notices and announcements.
- G. Provide written consent to Dragon Boat Canada, if the athlete is of the age of majority, to communicate through a third party (parent, coach or agent).

Eligibility

- H. Be in good standing with Dragon Boat Canada, and maintain that good standing.
- I. Provide evidence of being a Canadian citizen, or landed immigrant and maintain eligibility to compete for Canada per Dragon Boat Canada and all applicable international regulations in effect. Athletes must notify Dragon Boat Canada within 48 hours of any change in citizenship status.
- J. Hold a valid Canadian passport. The Athlete is responsible to ensure passport expiry date and visas are compliant with all planned travel.

Training/Competition

- K. Give his/her best effort at all times while representing Canada in any IDBF sanctioned event.
- L. Not take any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition.
- M. Avoid participating in all competitions where the federal government and/or Sport Canada's policies and/or the policies of Dragon Boat Canada have determined that such participation is not permitted. Athletes are responsible for being fully aware of what events are permitted.

Dress Code

- N. Wear the current and appropriate team uniform while participating as a member of the team, and as may be required by the IDBF

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- O. Adhere to all sponsorship policies that pertain to dress code as outlined in the *Sponsorship* section of this document

Anti-Doping

- P. Not use any substances or methods that contravene the rules of the International Olympic Committee (IOC), the rules of the International Dragon Boat Union (IDBF), International Paralympic Committee (IPC), World Anti-Doping Agency (WADA) and the Canadian Anti-Doping Program. Dragon Boat Canada has adopted the Canadian Anti-Doping Program (CADP), which is the set of rules that govern doping control in Canada. Administered by the Canadian Centre for Ethics in Sport (CCES), the CADP applies to members of the Dragon Boat Canada and participants in Dragon Boat Canada sanctioned activities. All members of Dragon Boat Canada, whether in the role of athletes or athlete support personnel, are subject to the CADP. By signing below, the athlete acknowledges the following:
- i. I specifically agree that if I am a member of the National Athlete Pool (NAP) in my sport I am 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. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.
 - iii. I acknowledge that information, including personal information about me, 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. I consent to having third parties, including law enforcement and border services agencies in Canada and elsewhere share my personal information with the Canadian Centre for Ethics in Sport (CCES) to assist the CCES in the enforcement of the CADP.
 - v. Submit to all doping-control tests, both in and out of competition and unannounced, when requested by the Dragon Boat Canada, the IDBF, Sport Canada, the Canadian Centre for Ethics in Sport ("CCES"), the World Anti-Doping Association ("WADA") or other authorities designated to do so, as well as all other notification requirements or rules of WADA or the appropriate bodies herein;
 - vi. Adhere and comply with Dragon Boat Canada's *Appeal Policy* for remedy of complaints and issues;
 - vii. Confirm with the Canadian Centre for Ethics in Sport prior to taking any prescription or over-the-counter drugs to ensure the medication does not appear on the banned substance list;
 - viii. Participate, if asked by Dragon Boat Canada to do so, in any Doping Control Education Program developed by Dragon Boat Canada in co-operation with Sport Canada and CCES;
 - ix. Copy Dragon Boat Canada's High Performance Committee on all correspondence with CCES, WADA, IDBF and Sport Canada;

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Policies and Conduct

- Q. Utilize and be governed by Dragon Boat Canada's policies including the *Code of Conduct and Ethics*.
- R. Adhere to all sponsorship policies that pertain to dress code as outlined in the Sponsorship section of this document.
- S. Adhere to home provincial laws that govern the consumption of alcohol and narcotics while travelling outside Canada, adhere to all Canadian laws and ethical standards, and respect local laws when in foreign countries. Failure to comply with provincial, federal and international laws will lead to funding ineligibility, the cancellation of current funding and/or National Team status.
- T. As an ambassador for Dragon Boat Canada, behave in a courteous and respectful manner at all times.

Media and Sponsorship

- U. Cooperate and participate in Dragon Boat Canada, and/or Dragon Boat Canada sponsors' events, when reasonable requests have been made, in order for Dragon Boat Canada to achieve the best possible results in marketing and promotion of the team and the sport of Dragon Boat. The Athlete will use his/her best efforts to be present at any such events as are reasonably requested and will promote the team in a positive manner; which may include participation in promotional events at the request of Dragon Boat Canada's sponsors.
- V. Participate in photo sessions and press conferences (if requested), at the events at which the Athlete competes by virtue of his/her membership on the team and permit Dragon Boat Canada, without charge, to utilize (including marketing thereof) such photographs at its discretion.
- W. Provide Dragon Boat Canada with a recent color photograph of him/herself, a current resume of athletic accomplishments, and a summary of current sponsors and sponsorship commitments, with the completed application form, if requested to do so (photos in electronic format are preferable).
- X. Allow his/her name and likeness to be used for reasonable Dragon Boat Canada promotional activities.
- Y. Allow his/her name and likeness to be used on the Dragon Boat Canada website.
- Z. Wear and compete in the designated uniform, if required, at all IDBF sanctioned events;
- AA. Utilize and be governed by Dragon Boat Canada's policies including *Code of Conduct and Ethics*.
- BB. Understand and agree that his/her right to 'sell' or otherwise utilize space on the uniform is restricted and at the discretion of Dragon Boat Canada and/or the IDBF (for IDBF-sanctioned events)
- CC. Where financial assistance is provided through a program of Dragon Boat Canada or Sport Canada, acknowledge and recognize Dragon Boat Canada and/or Sport Canada as major sponsors and shall include such recognition on the athlete's website (if any), written communication (including electronic mail) and in appropriate public appearances.
- DD. Refrain from making comments (verbally, in writing or electronically) that could reasonably be expected to have a detrimental effect on the brand, morale or image of Dragon Boat Canada, the IDBF, Sport Canada and/or other athletes.

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3. INJURIES

- A. In the event that the Athlete is selected to the team and subsequently injured, the Athlete will notify Dragon Boat Canada immediately. By May 15th the Athlete must confirm their ability to compete successfully on the team or be replaced by the next eligible athlete based on Dragon Boat Canada's Selection Criteria. Dragon Boat Canada reserves the right to make final discretionary decisions, after consultation with an independent medical practitioner, on any athlete injuries.

4. MEDICAL CONSENT

- A. In the event of an emergency situation where undue delay for the purpose of obtaining consent prior to medical treatment could endanger the Athlete's life, limb, or a vital organ, Dragon Boat Canada or its agent (coach or other designated person) will adhere to the following procedure:
- i. Dragon Boat Canada or its agent will make all reasonable efforts to contact the Athlete's family, designated guardian, or other individual previously identified by the Athlete as an emergency contact, to obtain consent for medical treatment
 - ii. If such efforts are unsuccessful, or if in the opinion of a duly qualified medical practitioner immediate medical treatment is urgently required, then if the Athlete is of legal age at the time of signing this Agreement, the Athlete hereby agrees (and if the Athlete is not of legal age at the time of signing this Agreement, the Athlete's parent or legal guardian who has signed this Agreement similarly agrees) that Dragon Boat Canada or its agent is authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary.

Primary Emergency Contact Name: _____

Relationship: _____

Phone:

Home: _____ Cell: _____ Work: _____

5. MAJOR EVENT ATHLETES

- A. An Athlete who is selected to compete at an IDBF World Championship event will:
- i. Be available for up to two (2) public appearances at the reasonable request of Dragon Boat Canada at no charge. Dragon Boat Canada shall be responsible for reasonable travel and accommodation expenses;
 - ii. If Dragon Boat Canada requires an Athlete to appear at more than two (2) public appearances, the Athlete shall be paid a minimum of \$500.00 per appearance plus reasonable expenses;
 - iii. Attend one (1) team photo wearing official Dragon Boat Canada team apparel or uniform as applicable. The ownership and use of the photo belongs exclusively to Dragon Boat Canada.
- B. Public appearances shall include, but not be limited to media interviews; photo shoots; team announcements; and Dragon Boat Canada or its sponsors' or Federal Government events.

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- C. Dragon Boat Canada will use reasonable efforts to arrange public appearances to minimize any inconvenience to the Athlete in regard to training and race preparation.
- D. Any requests for public appearances herein shall be made by Dragon Boat Canada and not indirectly from any sponsor or government agency. Dragon Boat Canada will contact the Athlete and advise such other party as the Athlete requests.
- E. The requirements and obligations of the Athlete applies for each Major Event team selected and is for a one (1) year term from the date the Athlete is selected to the team for the Major Event.

6. MUTUAL PROVISIONS

The parties acknowledge and agree that:

- A. While the Athlete is not required to utilize a Dragon Boat Canada coach, the Athlete shall abide by all reasonable requests made of the Athlete by such coach at any competition and shall at all times co-operate with all Dragon Boat Canada coaches, support staff and other team members.
- B. The Athlete may refuse to travel to or compete at any event where the Athlete considers the local conditions to be unsafe. It is the Athlete's responsibility to provide evidence supporting their safety concerns and to provide Dragon Boat Canada with as much notice as possible in regard to such decision to provide the opportunity to replace the Athlete at such competition.
- C. Dragon Boat Canada has limited accreditation at competitions. Personal coaches of athletes will not be allocated Dragon Boat Canada accreditations.

7. DEFAULT OF AGREEMENT

- A. Where one of the parties to this Agreement is of the opinion that the other party has failed to comply with their obligations hereunder, it shall forthwith:
 - i. Notify the other party in writing of the alleged default;
 - ii. Where appropriate, indicate in such notice the steps to be taken to remedy the alleged default; and
 - iii. Indicate in such notice a reasonable period of time within which such remedial steps should be undertaken and completed.
- B. The party that has given the notice referred to in the above clause is of the opinion that the other party has not remedied the alleged default, or where the other party is of the opinion that no such default exists, such party shall file a complaint pursuant to the hearing and appeal procedure provided for in Dragon Boat Canada's *Appeal Policy*.
- C. Consequence of default, when not otherwise specifically identified will result in a measured response based on the severity of the default. Consequences will range from documentation of warnings through to funding ineligibility and/or the cancellation of current funding and/or National Team status.
- D. Notwithstanding the foregoing, Dragon Boat Canada's policies will not be used to resolve disputes or sanctions associated with doping infractions pursuant to the Canadian Anti-Doping Program, as amended.

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8. WAIVER OF LIABILITY

- A. Athlete agrees that any claim for compensation arising from injury, including injury causing death, while a member of the National Team, against Dragon Boat Canada, or any of its directors, officers, coaches, trainers, employees, members, or athletes, shall be limited in amount to the coverage provided to or on behalf of Dragon Boat Canada under any applicable insurance policies.
- B. The Athlete hereby acknowledges:
- I. That Dragon Boat and competitive sport is dangerous and that there are risks, dangers and hazards inherent in competition and in training, preparing for and traveling to and from such competition and training. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete or to other persons and the risk of property loss and damage. 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 training and competition.
 - II. That Dragon Boat Canada carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses, or travel claims. Dragon Boat Canada is not responsible for any medical costs, including extra billing charges, over and above the normal Provincial medical health plans. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete's sole expense, all additional insurance coverage deemed necessary.

9. NOTICE

- A. Notice to either Party may take the form of hand delivery, courier, mail, or email. Notice to either party will take effect when:
- i. Receipt is acknowledged verbally by the recipient, in the case of hand delivered notice;
 - ii. Receipt is confirmed through courier records, in the case of couriered notice;
 - iii. Five business days after the post-marked date of mailing, in the case of mailed notice; or
 - iv. One business day after the date the notice was sent, in the case of or emailed notice.

10. GOVERNING LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

11. DURATION OF AGREEMENT AND TERMINATION

- A. This Agreement comes into force on _____ and terminates on _____ except those provisions which are specifically identified as continuing in effect beyond termination). In signing this Agreement, all applicable previous Dragon Boat Canada Athlete Agreements you may

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have signed are null and void, and this Agreement becomes your binding Athlete Agreement.

- B. This Agreement may be terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Dragon Boat Canada's policies or the SDRCC.
- C. The Athlete may terminate this Agreement at any time by providing written notice of termination to Dragon Boat Canada. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges described herein, including the right to funding and team status.
- D. Dragon Boat Canada may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a breach of this Agreement or any Dragon Boat Canada policy, or has been found guilty on a doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent Dragon Boat Canada or this Agreement. Any decision by Dragon Boat Canada to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Dragon Boat Canada's *Appeal Policy*.

12. INDEPENDENT LEGAL ADVICE

- A. The Athlete confirms to Dragon Boat Canada that the Athlete has obtained independent legal advice, or in the alternative, that the Athlete has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

13. ACKNOWLEDGEMENT

- A. The Athlete confirms that he or she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
- B. The Parties agree to the signing exchange of this Agreement by email.

I have read, and familiarized myself with all references and requirements within, and fully understand my obligations in signing this ATHLETE AGREEMENT.

_____ Witness	_____ Date	_____ Dragon Boat Canada Representative
_____ Witness	_____ Date	_____ Athlete

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THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF MAJORITY

PARENT/GUARDIAN INDEMNITY AGREEMENT

A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of majority 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 Dragon Boat Canada.

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

In consideration of the benefits accruing to the Athlete, to me and to my family by reason of the Athlete and Dragon Boat Canada entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless Dragon Boat Canada from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive termination of this Agreement.

Parent/Guardian Name (please print)

Date

Parent/Guardian Signature

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