

Your selection as a member of any of the following teams:

- International Competition Card (ICC) holders
- National Team
- National Development Team
- Major Games Team (*Olympics, Paralympics, Commonwealth Games, Youth Olympic Games, etc.*)
- National Performance Centre Team (*All athletes accepted into the program*)
- World Championship Teams (*All events under the jurisdiction of Triathlon Canada*)
- All other ITU Championship Event Teams (*All events under the jurisdiction of Triathlon Canada for ITU designated Championship events such as CAMTRI, North American or FISU Championships*)

requires that you enter into this Agreement and abide by its terms. These Teams will hereafter collectively be referred to as "*Team Canada*" unless a specific sub-group is identified. As per the International Triathlon Union (ITU) Competition Rules, you are an ambassador for your National Federation (Triathlon Canada) at any ITU event you compete at.

This is a legally binding agreement between you and Triathlon 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 electronically signing this Agreement you are confirming that you have read and understood it.

Once you have signed the Agreement, a record will remain in your Smartabase account.

This agreement is made this day (*current date*): _____

BETWEEN

between Triathlon Canada, a Corporation, duly formed under the laws of Canada, and having its national office at 1925 Blanshard Street, Suite 121, Victoria BC V8T 4J2, Canada

AND

(ATHLETE NAME) residing at Primary:
(ADDRESS)
(CITY, POSTAL CODE)
Canada (Hereinafter referred to as the "Athlete")

WHEREAS

- Triathlon Canada is recognized by the International Triathlon Union (ITU), the Canadian Olympic Committee (COC), Canadian Paralympic Committee (CPC) and Sport Canada as the sole National Federation governing the sport of Triathlon in Canada;
- The Athlete wishes to be an active competitor in Triathlon Canada sanctioned events, ITU sanctioned events, international competition and International Major Multi-Sport Games (IMMG) administered by the International Olympic Committee (IOC), International Paralympic Committee (IPC), Pan American Games, Para Pan American Games and/or the Commonwealth Games Association;

- Triathlon Canada and the Athlete recognize the need to clarify their relationship and to establish their respective rights, duties and obligations;
- Sport Canada requires that the respective rights and obligations of Triathlon Canada and the Athlete be agreed to in writing as a precondition to the grant of any financial assistance pursuant to the Sport Canada Athlete Assistance Program (AAP);
- The ITU requires Triathlon Canada to certify the eligibility of the Athlete as a member in good standing in order to compete in international competitions; and
- The term “triathlon” shall encompass all event formats and distances recognized by Triathlon Canada under the authority of the ITU.

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:

All Triathlon Canada athletes competing internationally are required to complete an Athlete Agreement.

Athlete Agreements are tailored to each athlete's competition pathway. Your Personal Profile data used to prepare your Athlete Agreement is summarized below. If there are errors, please ensure your *Smartabase Triathlon | Personal Profile* is updated in the Profile Section.

1. TRIATHLON CANADA'S OBLIGATIONS (in accordance with Triathlon Canada's budget and policies)

1.1 Selection

- A. Organize, select and operate Team Canada; consisting of selected athletes, coaches and other necessary support staff, as determined by Triathlon Canada, to represent Canada at major international events and games; including, but not limited to, the Olympic Games, the Paralympic Games, the Commonwealth Games, the Pan American Games, ITU Elite Paratriathlon World Championships, the ITU Junior, U23 and Elite Triathlon World Championships, ITU World Triathlon and Paratriathlon Events, and ITU Multisport World
- B. Unless an alternative publication date is required by a particular event, publish reasonable selection criteria for Team Canada at least three (3) months before the selection for any particular team and at least six (6) months before the selection of major games and World Championship Teams.
- C. Conduct selection of members to all Team Canada Teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.

1.2 Communications

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

1.3 Athlete Assistance Program (AAP) – *Applies Only to Olympic/Paralympic Medal Sports*

- A. Publish ten (10) months prior to the start of the AAP's eligibility cycle, the criteria for the selection of athletes.
- B. Nominate all athletes eligible for the AAP and thereafter ensure that the selected athletes receive all the benefits to which they are entitled.

1.4 Performance Programs

- A. Organize programs for the development and provision of coaching expertise and training centres in Canada in the sport of triathlon/multisport
- B. Provide select athletes a Team Canada Uniform to be worn at events
- C. Provide a formal review process of the National/Development Team Athlete's Individual Performance Plan (IPP), using Triathlon Canada's IPP template, and associated Yearly Training Plan (YTP).
- D. When possible, provide funding for the Athlete to attend training camps and competitions

1.5 Medical and Insurance

- A. Respect the confidentiality of medical information supplied by the Athlete by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law
- B. Assist the athlete in obtaining quality sport sciences and sport medicine care and advice
- C. Triathlon Canada may provide a limited level of travel and accident insurance, while the Athlete is training, competing or traveling with Triathlon Canada. It is the responsibility of the Athlete to satisfy himself/herself that the insurance provided by Triathlon Canada, if any, meets their needs and to ensure that they maintain an adequate level of personal accident and travel insurance to cover the activities, destinations and time requirements of their participation at events.

1.6 Representation

- A. Provide for a representative elected by the athletes to sit as a voting member of Triathlon Canada's Board of Directors

1.7 Dispute Resolution

- A. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, including 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 Triathlon Canada, other than those related to the AAP, and publish the details of this procedure in a prominent manner so that it is freely available to all.

2. ATHLETE'S OBLIGATIONS

The Athlete shall:

2.1 General and Communications

- A. Provide Triathlon Canada with a current address, phone number, functioning email address, and will advise Triathlon Canada within 48 hours of any changes becoming effective.
- B. Receive and read all information supplied by Triathlon Canada.
- C. Respond to communication and requests from Triathlon Canada within 24 hours unless previously notifying Triathlon Canada
 - i) **National Team, Development Team and Major Games athletes – race day requests from the Communications Manager need immediate attention**
- D. Participate in any/all forms of athlete meetings and event-specific meetings organized by Triathlon Canada.
- E. Understand that it is his/her responsibility to check the official Triathlon 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.
- F. Provide written consent to Triathlon Canada, if the athlete is of the age of majority, to communicate through a third party (parent, coach, or agent).

2.2 Eligibility

- A. Hold a Triathlon Canada International Competition Card (ICC) for the current year.
- B. Remain in good standing with Triathlon Canada and their Provincial Sport Organizations through paying all dues, levies, and fees, within 30 days of being invoiced.
- C. Provide evidence of Canadian citizen and notify Triathlon Canada within 48 hours of any change in citizenship status.
- D. Hold a valid Canadian passport. Athletes are responsible to ensure passport expiry date and visas are compliant with all planned travel.
- E. Familiarize themselves with all Triathlon Canada's and related selection policies (i.e. ITU, IOC, IPC, etc.)
- F. Keep all team selection information confidential until the official announcement by Triathlon Canada. This includes, but is not limited to social media posts, public discussions or publications in any form.

Violation of Section 2.2 may result in in-eligibility, thereby forfeiting the Athlete's selection for the event(s) in question.

Olympic and Paralympic stream eligibility requirement.

- G. Compete at the current Elite, U23 or Junior National Championships as a prerequisite for ITU eligibility, funding eligibility or continued funding assistance. Failure to participate in this event for any reason other than injury, illness or pregnancy, as certified by a Triathlon Canada approved medical doctor, or without the permission of Triathlon Canada's High Performance Director (HPD) in writing, can lead to funding ineligibility or the cancellation of current funding and/or National Team status.
- H. Upon declaration of an athlete's intent to enter the Olympic/Paralympic Stream, the athlete **MUST** complete the Triathlon Canada *Daily Monitoring* metrics in Smartabase or Training Peaks.

- i) The Athlete must maintain an 80% completion rate of their Daily Metrics over a rolling 4-week period, without missing more than three (3) consecutive days.

2.3 Training/Competition

- A. Give his/her best effort at all times while representing Canada in any ITU sanctioned event.
- B. Not take any action or conduct that would significantly disrupt or interfere with a competition or the preparation of any Athlete
- C. Avoid participating in all competitions where the federal government and/or Sport Canada's policies and/or the policies of Triathlon Canada have determined that such participation is not permitted.

National Team, Development Team and Major Games eligible athletes only.

- D. Submit for approval the name and certification level of his/her coach of record. Updates and changes must be communicated to Triathlon Canada for approval within seven (7) days
- E. Submit a detailed training and competition plan to the HPD using the Triathlon Canada IPP template or an IPP format approved by the HPD by November 1 for pre- approval, February 1 for final approval, and May 31 for a mid- season review
- F. Compete in the competitions identified in the HPD approved IPP.
- G. If selected, participate in all Team Canada events
- H. Commit to specializing in Olympic and Paralympic pathway events through the entirety of this agreement. Participation in any other events must be approved by Triathlon Canada's HPD in writing.
- I. At all times support the long-term objective of Olympic/Paralympic podium performance and fully support the Triathlon Canada's Olympic/Paralympic Qualification strategy.
- J. At all times, live and train in a Daily Performance Environment which, in the opinion of Triathlon Canada's HPD, is conducive to high-performance success and not participating in any activity that puts his or her ability to perform at risk, or limits performance.
- K. Failure to adhere to any of the above statements for any reason other than injury, illness or pregnancy, as certified by Triathlon Canada approved medical doctor, or without the permission of Triathlon Canada's HPD in writing, can lead to termination of this Agreement, funding/status ineligibility or the cancellation of current funding and/or National Team status.

2.4 Medical and Injury

- A. All athletes competing in ITU sanctioned events (Junior, U23, or Elite in triathlon, paratriathlon or multisport) or seeking an Ironman professional licence must submit to Triathlon Canada the ITU pre-participation medical exam (PPE) as required by the ITU
- B. 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, Triathlon Canada or its agent (coach or other designated person) will adhere to the following procedure:
 - i. Triathlon 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 Triathlon 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.

National Team, Development Team and Major Games eligible athletes only.

- C. Athletes must notify both the Integrated Support Team (IST) lead and HPD by email within 48 hours of any unscheduled breaks in training longer than 3 consecutive days for any reason and ensure, in the case of an injury or illness that a Canadian medical doctor's certificate setting out the specific nature of the injury or illness and the recommended intervention/remediation plan is forwarded to Triathlon Canada within 48 hours of the diagnosis of the injury or illness. Athletes are responsible for ensuring that their treatment details are documented and updated in their Smartabase account within 48 hours of the diagnosis of the injury or illness.
- D. In the event of injury and/or illness, comply with the prescribed plans allowing a return to full training and competition, as approved by the Triathlon Canada IST Lead and HPD.

2.5 Anti-Doping

- A. Not use any substances or methods that contravene the rules of the International Olympic Committee (IOC), the rules of the International Triathlon Union (ITU), International Paralympic Committee (IPC), World Anti-Doping Agency (WADA) and the Canadian Policy on Doping in Sport. Triathlon Canada has adopted the 2017 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 Triathlon Canada and participants in Triathlon Canada sanctioned activities. All members of Triathlon 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. Specifically agree that as a member of the National Athlete Pool (NAP) in their sport are subject to the CADP and accordingly shall be bound by all the antidoping 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 their 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 WADA's International Standard for the Protection of Privacy and Personal Information.
 - iv. Consent to having third parties, including law enforcement and border services agencies in Canada and elsewhere share their personal information with the 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 Triathlon Canada, the ITU, Sport Canada, the CCES, 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 TC's Appeal Procedure Bylaw for remedy of complaints and issues;
 - vii. Confirm with the CCES 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 Triathlon Canada to do so, in any Doping Control Education Program developed by Triathlon Canada in co-operation with Sport Canada and CCES;
 - ix. Copy Triathlon Canada's HPD on all correspondence with CCES, WADA, ITU and Sport Canada;

2.6 Policies and Conduct

- A. Adhere to home provincial laws that governs the consumption of alcohol, cannabis 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 these laws will lead to funding ineligibility, the cancellation of current funding and/or National Team status.
- B. As an ambassador for Triathlon Canada, behave in a courteous and respectful manner at all times.
- C. Utilize and be governed by Triathlon Canada's policies including:
 - i. Participant Code of Conduct;
 - ii. Friends and Family Code of Conduct;
 - iii. Communications Policy;
 - iv. Social Media Policy;
 - v. Competition Readiness Policy; (Olympic and Paralympic stream only)

2.7 Media and Sponsorship

- A. Athlete will use his/her best efforts to participate in Triathlon Canada and/or Triathlon Canada sponsors' events, in order to promote Team Canada in a positive manner; which may include participation in promotional events at the request of Triathlon Canada's sponsors.
- B. Participate in photo sessions and press conferences (if requested), at the events at which the Athlete competes by virtue of his/her membership on Team Canada and permit Triathlon Canada, without charge, to utilize such photographs at its discretion.
- C. Provide Triathlon 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
- D. Allow his/her name and likeness to be used for reasonable Triathlon Canada Team Canada promotional activities.
- E. Wear and compete in the designated Team Canada sponsored clothing, training uniform and competitive uniform at all Major Games (Olympics, Paralympics, Commonwealth Games, and Pan American Games), and ITU Sanctioned Events
- F. Wear Triathlon Canada sponsored clothing, training uniform and competitive uniform while attending Triathlon Canada meetings, training and official functions, podium appearances and official event photos and ITU media conferences as well as during competition at ITU World Triathlon Series and Grand Final events, ITU World Paratriathlon Events, ITU Multisport World Championship Events, ITU World Cups, ITU Continental cups, ITU Team Relay World

- Championships and ITU Sprint World Championship events; Failure to comply will result in disciplinary action being taken for each offence;
- i. First offence: Written and/or verbal warning
 - ii. Second offence: Fine of \$500
 - iii. Third offence: Fine of \$500 and removal from next ITU start list
- G. Understand that personal sponsorship agreements are subject to and prioritized below the sponsorship rules and regulations as outlined by the Canadian Olympic Committee, Canadian Paralympic Committee, Canadian Commonwealth Games Committee, and the Canadian Pan American Games Committee.
- H. Acknowledge that Triathlon Canada has the right to market and sell space on the Team Canada Competitive Uniform
- I. Understand and agree that his/her right to 'sell' or otherwise utilize space on the Team Canada Competitive Uniform for ITU events is restricted. Triathlon Canada reserves the right to utilize Sponsor Spaces on the Competitive Uniform, as described in the current ITU Uniform Rules (www.triathlon.org), as follows:
- i. Sponsor Space A: Up to 3 sponsor logos may be positioned in this space for Triathlon Canada sponsors;
 - ii. Sponsor Space B: Triathlon Canada sponsor manufacturer of the uniform;
 - iii. Sponsor Space D: lower front: potential Triathlon Canada Team sponsor;
 - iv. Sponsor Space E: upper back: potential Triathlon Canada Team sponsor;
- J. Acknowledge that if Triathlon Canada chooses not to utilize any of the sponsor areas identified in Section 2.7 -I above, then the Athlete will be permitted to use these spaces for a personal sponsor(s) of his/her choosing for the remainder of the season in question; provided that Triathlon Canada is given prior notice of the proposed sponsor and that such proposed sponsor does not conflict with a Triathlon Canada Team sponsor. This will be addressed on a case by case basis
- K. The Athlete will be permitted to utilize Sponsor Spaces C and F on the Team Canada Competitive Uniform for all ITU events for a personal sponsor, provided that Triathlon Canada is given prior notice of the proposed sponsor and that such does not conflict with a Triathlon Canada sponsor or violate Triathlon Canada, ITU or Sport Canada advertising regulations.
- L. Where financial assistance is provided through a program of Triathlon Canada or Sport Canada, acknowledge and recognize Triathlon Canada and/or Sport Canada as major sponsors and shall include such recognition on the athlete's web site, written communication (including electronic mail) and in the appropriate public appearances.
- M. 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 Triathlon Canada, the ITU, Sport Canada and/or other athletes.
- N. Ensure that Triathlon Canada is provided advance notice of all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; excluding any personal endorsement for the Athlete as an individual with no connection to the sport of triathlon.

2.8 Injuries

- A. In the event that an athlete is selected to Team Canada, or is to receive Sport Canada AAP support on the basis of a successful injury/illness/pregnancy request they will be required to prove recovery, both from a medical perspective and also a performance perspective by March

15th. The determination of the performance benchmarks, and/or health indicators utilized to constitute recovery will be made by the TC medical team, coaching staff and HPD, and will be communicated to the individual athlete by January 15th.

- B. These performance benchmarks, and/or health indicators will be based upon making an assessment of the athlete's ability to perform at the same performance level that earned them selection to Team Canada, or Sport Canada AAP support.
- C. If an athlete is subsequently deemed medically unfit and/or is unable to meet the required performance benchmarks by March 15th, they will cease to be a member of Team Canada, and may be replaced by the next eligible athlete based on TC's Carding Criteria, and will no longer be eligible for Sport Canada AAP support.

2.9 Sport Canada Athlete Assistance Program (AAP) Recipients

- A. Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada as arranged by Triathlon Canada. Unless supplementary compensation is arranged, these activities do not normally involve more than two (2) working days per Athlete per year.
- B. Athletes will cooperate fully in any evaluation of the AAP that may be conducted by the Minister of Heritage or anyone authorized to act on behalf of the Minister and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.
- C. Comply with all CCES reporting requirements and copy Triathlon Canada on all correspondence.
- D. 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.
- E. If receiving funding by the Sport Canada AAP, the Athlete will fulfill all commitments and responsibilities outlined in the AAP Policies and Procedures and the Athlete/NSO Agreement. Should Athlete eligibility status change or carding status be withdrawn, effective the withdrawal/change of status date the Athlete will refund any assistance provided, payable to the Receiver General of Canada.

3. MAJOR EVENT ATHLETES

An Athlete who is selected to compete in the:

- Olympic Games;
- Paralympic Games; or
- Commonwealth Games; or Pan American Games; or
- Para Pan American Games; or
- Any ITU Championship events (i.e. ITU World Championships, CAMTRI Championships, CAMTRI North American Championships, etc.);

Shall:

- A. Be available for up to two (2) public appearances at the reasonable request of Triathlon Canada at no charge. Triathlon Canada shall be responsible for reasonable travel and accommodation expenses;

- B. If Triathlon 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;
- C. Attend one (1) team photo wearing official Triathlon Canada team apparel or games uniform as applicable. The ownership and use of the photo belongs exclusively to Triathlon Canada.
- D. Public appearances shall include, but not be limited to media interviews; photo shoots; team announcements; and Triathlon Canada, its sponsors' or Federal Government events.
- E. Triathlon Canada will use reasonable efforts to arrange public appearances to minimize any inconvenience to the Athlete with regards to training and race preparation.
- F. Any requests for public appearances herein shall be made by Triathlon Canada and not indirectly from any sponsor or government agency. Triathlon Canada will contact the Athlete and advise such other party as the Athlete requests.
- G. 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.

4. MUTUAL PROVISIONS

The parties acknowledge and agree that:

- A. While the Athlete is not required to utilize a Triathlon 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 cooperate with all Triathlon 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 Triathlon Canada with as much notice as possible in regard to such a decision to provide the opportunity to replace the Athlete at such competition.
- C. Personal coaches of Team Canada athletes will not be allocated Triathlon Canada's accreditation at events

5. 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 referenced above (5. A) 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 Triathlon Canada's Code of Conduct, and Appeal Procedure Policies.
- 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 Team Canada status.

- D. Notwithstanding the foregoing, Triathlon 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.

6. WAIVER OF LIABILITY

- A. Athlete agrees that any claim for compensation arising from injury, including injury causing death, while a member of Team Canada, against Triathlon 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 Triathlon Canada under any applicable insurance policies.
- B. The Athlete hereby acknowledges:
 - i. That triathlon/multisport 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 Triathlon Canada carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses, or travel claims. Triathlon 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.

7. 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 postmarked 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.

8. GOVERNING LAW

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

9. DURATION OF AGREEMENT AND TERMINATION

- A. This AGREEMENT comes into force on the 1st day of January, 2019, and terminates on the 31st day of December, 2019 (except those provisions which are specifically identified as continuing in effect beyond termination). In signing this AGREEMENT, all applicable previous Triathlon Canada

Athlete Agreements you may have signed are null and void, and this AGREEMENT becomes your binding National Team Athlete Agreement.

- B. This Agreement may be terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Triathlon Canada's policies or the SDRCC.
- C. The Athlete may terminate this Agreement at any time by providing written notice of termination to Triathlon 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 National Team status.
- D. Triathlon 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 Triathlon 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 Triathlon Canada or this Agreement. Any decision by Triathlon Canada to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Triathlon Canada's Appeal Policy.

10. INDEPENDENT LEGAL ADVICE

- A. The Athlete confirms to Triathlon 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.

11. 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 (I agree): _____

This agreement is made on this signing date (current date): _____

This Agreement takes effect on the date above (I agree): _____