

Triathlon Canada Athlete Agreement

Age Group World Championship Teams

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

- World Championship Teams (*All events under the jurisdiction of Triathlon Canada*)
 - Age Group World Championship Team – Triathlon
 - Age Group World Championship Team – Multisport
 - Age Group World Championship Team – Winter Triathlon
- All other ITU Championship Event Teams (*All events under the jurisdiction of Triathlon Canada for ITU designated Championships*)

requires that you enter into this Agreement and abide by its terms. These Teams will hereafter collectively be referred to as "*Age Group 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, please print a copy for your records.

Terminology:

- The "International Triathlon Union (ITU)" is the international governing body for the sport of Triathlon;
- "Triathlon Canada" is recognized by the 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/or International Major Multi-Sport Games (IMMG) administered by the International Triathlon Union (ITU);
- The term "triathlon" shall encompass all event formats and distances recognized by Triathlon Canada under the authority of the ITU.

Purpose:

- Triathlon Canada and the Athlete recognize the need to clarify their relationship and to establish their respective rights, duties and obligations;
- 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.

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.

1. TRIATHLON CANADA'S OBLIGATIONS

1.1 Selection

- A. Organize, select and operate Age Group 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 ITU World Triathlon Grand Final and the ITU Multisport World Championships Festival.
- B. Unless an alternative publication date is required by a particular event, publish reasonable selection criteria for Age Group Team Canada at least six (6) months before the selection of World Championship Teams.
- C. Conduct selection of members to all Age Group 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 to the Athlete verbally and/or electronically (i.e. email, TC website, etc.).
- C. Make available electronic copies of all relevant policies.

1.3 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. Triathlon Canada will provide a limited level of mandatory 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 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.

1.4 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, 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, and functioning email address.
- B. Receive and read all information supplied by Triathlon Canada.
- C. Respond to communications and requests from Triathlon Canada within 48 hours unless previously notifying Triathlon Canada.
- 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 communication platforms (i.e. Slack groups) on a regular basis to receive updates, news, notices, and announcements.

2.2 Eligibility

- A. 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.
- B. Provide evidence of Canadian citizenship and notify Triathlon Canada within 48 hours of any change in citizenship status.
- C. Hold a valid Canadian passport. Athletes are responsible to ensure passport expiry date and visas are compliant with all planned travel.
- D. Familiarize themselves with all Triathlon Canada's and related selection policies

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

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.

2.4 Medical and Injury

- 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, 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.

2.5 Anti-Doping

- A. Not use any substances or methods that contravene the rules of the International Triathlon Union (ITU), 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. It is the athlete's responsibility to be informed and compliant with the current [WADA Prohibited Substances List](#).
 - ii. 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.
 - iii. 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.
 - iv. 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;
 - v. Adhere and comply with TC's Appeal Procedure Bylaw for remedy of complaints and issues;
 - vi. 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;
 - vii. 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.

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 the cancellation of Age Group National Team status.
- B. As an ambassador for Triathlon Canada, always behave in a courteous and respectful manner.
- C. Utilize and be governed by Triathlon Canada's core policies including:
- i. Athlete Agreement – Age Group Teams
 - ii. Appeal Policy

- iii. Code of Conduct, Discipline & Complaints Policy
- iv. Code of Conduct – Friends & Family Policy
- v. Communications Policy
- vi. Impairment & Accommodation Policy
- vii. Social Media Policy

2.7 Media and Sponsorship

- A. Allow his/her name and likeness to be used for reasonable Triathlon Canada Age Group Team Canada promotional activities.
- B. Understand that personal sponsorship agreements are subject to and prioritized below the sponsorship rules and regulations as outlined by Triathlon Canada.
- C. Acknowledge that Triathlon Canada has the right to market and sell space on the Age Group Team Canada Uniform.
- D. 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;
- E. Acknowledge that if Triathlon Canada chooses not to utilize any of the sponsor areas identified in Section 2.7-D 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 such proposed sponsor does not conflict with a Triathlon Canada Team sponsor. Please note that the ITU Uniform Rules also ban sponsors in the following categories:
 - i. Tobacco, spirits, or any products containing any substances on the WADA Prohibited List (this includes Cannabis).
- F. The Athlete will be permitted to utilize Sponsor Spaces C and F on the Age Group Team Canada Competition Uniform for all ITU events for a personal sponsor, provided that such does not conflict with a Triathlon Canada sponsor or violate Triathlon Canada, or ITU advertising regulations.
- G. 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, Triathlon Canada partners and/or other athletes.

2.8 Team Uniforms

- A. Recognize that team uniforms are required as per the ITU Competition Rules – athletes will NOT be permitted to start the event without an approved team uniform.
- B. The uniforms are custom designed to represent Age Group Team Canada, and it is acknowledged that:
 - i. It is the athlete's responsibility to follow the size guides provided when ordering.
 - ii. Items cannot be refunded or exchanged due to the custom design.
 - iii. Ordering and production timelines are extended for custom gear, so team ordering schedules have been designed to accommodate this.
 - iv. Tailoring is permitted/encouraged as long as the affect to the overall design is minimal.

- C. Triathlon Canada will source a supplier for these custom suits through a partnership agreement, and as a Triathlon Canada partner, Age Group Team Canada is expected to:
 - i. Refrain from making public 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's official apparel partner, Triathlon Canada, the ITU and/or other athletes.
 - ii. Be respectful and courteous when dealing directly with the Team Supplier, recognizing that every athlete represents all of Age Group Team Canada.
- D. The athlete is obligated to wear the current approved Triathlon Canada parade clothing and competition uniform:
 - i. During competition at the ITU World Championship event(s)
 - ii. While attending official event functions (Parade of Nations etc.)
 - iii. For all podium appearances
 - iv. For all official event photos (Team Picture etc.)
- F. Failure to comply will result in disciplinary action being taken for each offence;
 - i. First offence: Written and/or verbal warning
 - ii. Second offence: Written and/or verbal warning
 - iii. Third offence: Removal from the Age Group World Championship Team

3. MUTUAL PROVISIONS

The parties acknowledge and agree that:

- A. The Athlete shall abide by all reasonable requests made of the Athlete by Triathlon Canada representatives at any competition and shall at all times cooperate with all Triathlon Canada team managers, 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.
 - i. Event Entries, team uniform costs and Team Management fees will not be refunded
- C. Personal coaches of Age Group Team Canada athletes will not be allocated Triathlon Canada's accreditation at events.

4. 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 (4. 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 the cancellation of Age Group 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.

5. WAIVER OF LIABILITY

- A. Athlete agrees that any claim for compensation arising from injury, including injury causing death, while a member of Age Group 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.

6. 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.

7. GOVERNING LAW

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

8. DURATION OF AGREEMENT AND TERMINATION

- A. This AGREEMENT comes into force on the date of confirmation to the Age Group World Championship Team, and terminates on the **31st day of December of the competition year** (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 Age Group 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 Age Group 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
 - i. has been found guilty on a doping control violation,
 - ii. has been convicted of a criminal offense, or
 - iii. has become ineligible to represent Triathlon Canada
- E. 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.

9. 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.

10. 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 via electronic confirmation.