

## 2023 TRIATHLON CANADA ATHLETE AGREEMENT

As a member of any of the following:

- International Competition Card (ICC) holders
- Ironman Pro Licenses
- National Team
- National Development Team
- Sport Canada Athlete Assistance Program supported athlete
- Major Games Team (*Olympics, Paralympics, Pan American Games, Commonwealth Games, Youth Olympic Games, Youth Commonwealth Games etc.*)
- National Performance Centre Team (*All athletes accepted into the program*)
- National Performance Centre Academy
- World Championship Teams (*All events under the jurisdiction of Triathlon Canada*)
- All other World Triathlon Championship Event Teams (*All events under the jurisdiction of Triathlon Canada for World Triathlon designated Championship events such as PATCO, North American or FISU Championships*)

you are required to 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 World Triathlon and Ironman Competition Rules, you are an ambassador for your National Federation (Triathlon Canada) at any World Triathlon or Ironman 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*): \_\_\_\_\_  
and is valid until [DATE] unless terminated earlier in accordance with the provisions herein.**

### **BETWEEN**

between Triathlon Canada, a not-for-profit 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")

Collectively referred to as the "Parties" and individually referred to as a Party (if not referred to as Triathlon Canada or the Athlete)

**WHEREAS**

- Triathlon Canada is recognized by World Triathlon, Ironman Canada, 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, World Triathlon sanctioned events, Ironman Pro 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), where applicable;
- World Triathlon and Ironman 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 World Triathlon and Ironman.

**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.**

**Each Athlete Agreement is tailored to an individual athlete's competition pathway. Your Personal Profile data used to prepare this 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 and subject to Triathlon Canada's budget and policies)**

### **1.1 Selection**

Subject to budgetary limitations, Triathlon Canada shall:

- A. Organize, select and operate Team Canada, which shall consist of selected athletes, coaches and other necessary support staff, as determined by Triathlon Canada in accordance with the relevant and applicable selection criteria, 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, the World Triathlon Championship Finals and World Triathlon Sprint and Relay Championships, and World Triathlon Multisport World Championships.
- B. Unless an alternative publication date is required by a particular event, publish 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 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 to Sport Canada all athletes eligible for the AAP who have satisfied the selection criteria
- C. In the event the Athlete receives AAP financial support, provide the athlete with four (4) weeks written notice of any change or withdrawal of AAP financial support during that carding cycle

### **1.4 Performance Programs**

- A. Subject to available resources, organize programs for the development and provision of coaching expertise and training centres in Canada in the sport of triathlon/multisport
- B. Subject to available resources, provide selected 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), associated Yearly Training Plan (YTP) or other formats.
- D. When possible and subject to available resources, provide funding for the Athlete to attend training camps and competitions

### **1.5 Medical and Insurance**

- A. Respect the confidentiality of medical information provided by the Athlete by not disclosing this information to third parties without the consent of the Athlete, unless required to do so by law or in a medical emergency situation
- B. Subject to available resources, assist the athlete in obtaining quality sport science 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 or for 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 and publish the details of this procedure in a prominent manner so that it is freely available to all.
- B. Triathlon Canada and the Athlete agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:
  - i. the one Party will notify the other Party in writing of the particulars of the alleged default (the "Default Notice");
  - ii. In the event that the alleged breach cannot be remedied satisfactorily within a reasonable period of time after the Party allegedly in default has been notified, the matter may be referred to a disciplinary process conducted under Triathlon Canada's Discipline and Complaints Policy, adapted and modified accordingly for purpose of addressing an alleged breach of this Agreement.
- C. The parties agree that the giving of the Default Notice by a Party will not prevent that Party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement. If the Party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither Party will have any recourse against the other concerning the matter alleged to comprise the default. If the Party receiving the Default Notice fails to remedy the breach within the specified period of time, and the Party that gave the Default Notice still wishes to take recourse against the other concerning the matters alleged to comprise the default, that Party will use the dispute settlement mechanism of this Agreement to resolve the differences between the Parties.

## **2. ATHLETE'S OBLIGATIONS AND RESPONSIBILITIES**

**Athletes are personally responsible for fulfilling their obligations as indicated in this Agreement. However, the Athlete may delegate any of their responsibilities in this Agreement to a third party (i.e., a coach, parent, or agent). If they do so, the Athlete shall remain responsible for ensuring that the third party discharges these obligations and will be personally liable for any failures by the third party.**

**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 to this contact information becoming effective.
- B. Read all information received by Triathlon Canada in a timely manner.
- C. When requested, respond to communication and requests from Triathlon Canada within 24 hours unless Triathlon Canada indicate a different deadline

**i) National Team, National 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). For minors, such consent may be provided by the Athlete's parent or legal guardian.

## **2.2 Eligibility**

- A. Hold a Triathlon Canada International Competition Card (ICC) or Ironman Pro License for the current year.
- B. Hold a valid Covid 19 Vaccination record or approved medical exemption (where applicable)
- C. 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 (unless an alternative deadline is indicated by either Triathlon Canada or the Athlete's Provincial Sport Organization).
- D. Provide evidence of Canadian citizenship and notify Triathlon Canada within 48 hours of any change in citizenship status.
- E. Hold a valid Canadian passport at all times necessary for the purpose of being a Team Canada athlete. Specifically, the Athlete is responsible to ensure that their passport expiry date and visas are compliant with all planned travel related to their Team Canada activities.
- F. Familiarize themselves with all of Triathlon Canada selection policies and those of any other organizations that may relate to eligibility and/or selection to Team Canada (i.e., World Triathlon, IOC, IPC, etc.)
- G. 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 ineligibility, 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 World Triathlon 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 and 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. Not take any action or conduct that would significantly disrupt or interfere with a competition or the preparation of any Athlete
- B. Avoid participating in any 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, National 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 to the Athlete's coach of record must be communicated to Triathlon Canada for approval within seven (7) days of a change to the coach of record.
- 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/YTP.
- G. If selected, participate in all Team Canada events
- H. Commit to specializing in Olympic and Paralympic pathway events through for the full term 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 participate in any activity that puts his or her ability to perform at risk, or limits performance.
- K. Communicate to Triathlon Canada's HPD any changes in training environment (specifically the location), coach-of-record, competition/training plans, injury/illness status within 48 hours of any such change.
- L. Failure to adhere to any of the above statements 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 HPD in writing, can lead to termination of this Agreement, funding/status ineligibility, recommendation to Sport Canada for removal of AAP support or the cancellation of current funding and/or National Team status.

### **2.4 Medical and Injury**

- A. All athletes competing in World Triathlon sanctioned events (Junior, U23, or Elite in triathlon, paratriathlon or multisport) or seeking an Ironman professional licence must submit to Triathlon Canada the World Triathlon pre-participation medical exam (PPE) as required by World Triathlon and Ironman
- 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 health, 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, National Development Team, and Major Games eligible athletes only.**

- C. In the event of an injury or illness, the Athlete will:
  - i. notify the HPD in writing within 48 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement or approved YTP;
  - ii. provide HPD with a certificate from a physician (or his/her referred practitioner) describing the nature and diagnosis of the injury or illness which states the:
    - a. date (or estimated date) the injury was sustained or the illness occurred;
    - b. nature of the injury or illness, and whether it is an overuse or chronic injury;
    - c. rehabilitation protocol, if any;
    - d. amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
    - e. expected date for return to full training and full recovery; and
  - iii. follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at Triathlon Canada's discretion, a Triathlon Canada designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.
  - iv. Update their Smartabase account within 48 hours of the diagnosis of injury or illness

**2.5 Anti-Doping**

- A. Not use any prohibited substances or prohibited methods included on the version of Prohibited List currently in force and published by the World Anti-Doping Agency, or otherwise breach the anti-doping rules of the IOC, World Triathlon, the IPC, and the Canadian Anti-Doping Program or the anti-doping rules of any anti-doping organization with authority over the Athlete.
- B. Triathlon Canada has adopted the 2021 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 doping control, both in and out of competition and unannounced, when requested by World Triathlon, the CCES, WADA or other anti-doping organizations authorized to do so;
  - vi. Prior to taking any medication or undergoing medical treatment, ensure the medication or treatment does not contain a prohibited substance or constitute a prohibited method as indicated on the Prohibited List, as amended from time to time;
  - 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; and
  - viii. Copy Triathlon Canada's HPD on all correspondence with CCES, WADA, World Triathlon and Sport Canada.

## **2.6 Policies and Conduct**

- A. Adhere to applicable provincial and federal 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 and abide by Triathlon Canada's Code of Conduct and other relevant and applicable policies as published and amended by Triathlon Canada from time to time.
- C. Agree to be bound by, use, and be governed by Triathlon Canada's policies (as amended from time to time) including:
  - i. Code of Conduct and Ethics;
  - ii. The Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS);
  - iii. Discipline and Complaints Policy;
  - iv. Appeal Policy;
  - v. Safe Sport Policy;
  - vi. Team Compliance and Logistics Policy – High Performance;
  - vii. Communications Policy;
  - viii. Social Media Policy;
  - ix. Impairment and Accommodation Policy; and
  - x. Competition Readiness Policy; (Olympic and Paralympic stream only); and any other Triathlon Canada policy that applies to the Athlete, as published, and amended by Triathlon Canada from time to time.
- D. If requested by Triathlon Canada, agree to be subject to any proceedings taken under the UCCMS, including, without limitation, accepting the jurisdiction of the Office of the Sport Integrity Commissioner/Abuse-Free Sport.



## **2.7 Media and Sponsorship**

- A. Athlete will use his/her best efforts to participate in Triathlon Canada and/or Triathlon Canada sponsor 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 compensation, to utilize such photographs at its discretion.
- C. Allow his/her name and likeness to be used for reasonable Triathlon Canada Team Canada promotional activities.
- D. Wear and compete in the designated Team Canada sponsored clothing, training uniform and competition uniform at all Major Games (Olympics, Paralympics, Commonwealth Games, and Pan American or Pan Para American Games), and World Triathlon sanctioned events
- E. Wear Triathlon Canada sponsored clothing, training uniform and competition uniform while attending Triathlon Canada meetings, training and official functions, podium appearances and official event photos and World Triathlon media conferences as well as during competition at World Triathlon Championship Series Finals, World Triathlon Sprint and Relay Championships, World Triathlon Championship Series, World Triathlon Paratriathlon Series, World Triathlon Multisport Championship, World Triathlon World Cups, World Triathlon Continental cups, . Failure to comply will result in the following disciplinary actions 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 World Triathlon start list
- F. Understand that personal sponsorship agreements are subject to and prioritized below the sponsorship rules and regulations as outlined by the COC, CPC, Commonwealth Sport Canada
- G. Acknowledge that Triathlon Canada has the right to market and sell space on the Team Canada competition uniform
- H. Understand and agree that his/her right to 'sell' or otherwise utilize space on the Team Canada Competition Uniform for World Triathlon events is restricted. Triathlon Canada reserves the right to utilize Sponsor Spaces on the competition uniform, as described in the current World Triathlon Uniform Rules ([www.triathlon.org](http://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;
- I. 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.
- J. The Athlete will be permitted to utilize Sponsor Spaces C and F on the Team Canada competitive uniform for all World Triathlon 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, World Triathlon or Sport Canada advertising regulations.

- K. 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.
- L. Refrain from making comments (verbally, in writing or electronically) that could be expected to have a detrimental effect on the brand, morale or image of Triathlon Canada, its sponsors, World Triathlon, Sport Canada and/or other athletes.
- M. 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 Injury Status**

- A. In the event that an athlete is selected to Team Canada or is nominated 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 no later than 90 days after the nomination has been made. . 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 no later than 30 days after the nomination has been made.
- B. These performance benchmarks, and/or health indicators will be based upon assessing 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 Sport, 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 online 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.
- F. Triathlon Canada and Athlete agree that the procedure for withdrawal of AAP status of the Athlete is outlined in Sport Canada's Athlete Assistance Program Policy and Procedures manual

available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>

### **3. MAJOR EVENT ATHLETES**

An Athlete who is selected to compete in the:

- Olympic Games; or
- Paralympic Games; or
- Commonwealth Games; or
- Pan American Games; or
- Para Pan American Games; or
- Any World Triathlon Championship events (i.e., World Triathlon Championship Finals, PATCO Championships, PATCO 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. Attend one (1) team photo wearing official Triathlon Canada team apparel or games uniform as applicable. The ownership and use of the photo belong exclusively to Triathlon Canada.
- C. Public appearances shall include, but not be limited to media interviews; photo shoots; team announcements; and Triathlon Canada, its sponsors, or Federal Government events.
- D. Triathlon Canada will use reasonable efforts to arrange public appearances to minimize any inconvenience to the Athlete with regards to training and race preparation.
- E. Any requests for public appearances herein shall be made by Triathlon Canada and directly from any sponsor or government agency. Triathlon Canada will contact the Athlete and advise such other party as the Athlete requests.
- F. 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 or HPD 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. The athlete bears the full consequences of this decision and its impact on various selection to Triathlon Canada Teams, selections, AAP carding, etc.

- C. Personal coaches of Team Canada athletes will not be allocated Triathlon Canada 's accreditation at events

## **5. DEFAULT OF AGREEMENT**

- A. Triathlon Canada and the Athlete agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:
  - i. the one Party will notify the other Party in writing of the particulars of the alleged default (the "Default Notice");
  - ii. In the event that the alleged breach cannot be remedied satisfactorily within a reasonable period of time after the party allegedly in default has been notified, the matter may be referred to a disciplinary process conducted under Triathlon Canada's Discipline and Complaints Policy, adapted, and modified accordingly for purpose of addressing an alleged breach of this Agreement.
- B. The Parties agree that the giving of the Default Notice by a Party will not prevent that Party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement. If the Party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither Party will have any recourse against the other concerning the matter alleged to comprise the default. If the Party receiving the Default Notice fails to remedy the breach within the specified period of time, and the Party that gave the Default Notice still wishes to take recourse against the other concerning the matters alleged to comprise the default, that Party will use the dispute settlement mechanism of this Agreement to resolve the differences between the Parties.
- 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, withdrawal of AAP support 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 or the applicable anti-doping rules of any other anti-doping organization with authority over the Athlete.

## **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/Territorial 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. The recipient verbally acknowledges receipt, 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 an 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 and/or the laws of Canada, as applicable.

## 9. DURATION OF AGREEMENT AND TERMINATION

- A. This Agreement comes into force on the 1st day of January 2023 and terminates on the 31st day of December 2023 (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. The Athlete:
  - i. may terminate this Agreement at any time by providing written notice of termination to Triathlon Canada;
  - ii. understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation on the National Team, including payments under the AAP, and the right to compete internationally at World Triathlon, IOC, IPC, or other sanctioned events.
- C. Except as otherwise provided herein, Triathlon Canada may terminate this Agreement by providing written notice, prior to its scheduled expiry, if the Athlete:
  - i. has been found by the CCES, WADA or any other Anti-Doping Organization to have committed an anti-doping rule violation and is subject to a period of ineligibility that extends beyond the scheduled expiry of this Agreement;
  - ii. Has been found to have violated the policies, procedures or regulations of Triathlon Canada, World Triathlon or any other relevant sport organization and has been suspended for a period that extends beyond the scheduled expiry of this Agreement;
  - iii. has been convicted of a violent criminal offense;
  - iv. has become ineligible to represent Triathlon Canada;
  - v. has been found non-compliant with any of the policies, procedures and/or regulations of Triathlon Canada

- vi. does not comply in any material respect with any of their obligations and responsibilities as specified in this Agreement.

If the Athlete is subject to a period of Ineligibility for an anti-doping rule violation or a suspension for violating the policy of Triathlon Canada, World Triathlon, or any other relevant sport organization, that will expire prior to the expiry of the term of this Agreement, the effect of this Agreement will be suspended for the duration of the period of Ineligibility or period of suspension, as applicable.

Further, if an Athlete appeals any decision to impose a period of Ineligibility or suspension, the effect of this Agreement will be suspended pending the outcome of the appeal. If the Athlete becomes or will become eligible before the term of this Agreement expires, Triathlon Canada may reinstate the effects of this Agreement.

Any decision by Triathlon Canada to terminate this Agreement prior to its scheduled expiry, or to not reinstate the effects of the Agreement once the Athlete becomes eligible following a period of ineligibility or a suspension, may be appealed by the Athlete pursuant to 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):** \_\_\_\_\_