



NATIONAL TEAM ATHLETE AGREEMENT
Wheelchair Basketball Canada 2010-2011

PLEASE PRINT CLEARLY

Name: _____

Year and Team: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

**WHEELCHAIR BASKETBALL CANADA
NATIONAL TEAM ATHLETE AGREEMENT**

BETWEEN:

Wheelchair Basketball Canada,
a corporation incorporated under the laws of Canada,
having its national office at
2211 Riverside Drive, B2, Ottawa Ontario, K1H 7X5
(hereinafter referred to as the “Association”)

AND

_____ a resident of the City of
_____ (hereinafter referred to as the “Athlete”)

WHEREAS the Association is recognized by the International Wheelchair Basketball Federation (“IWBF”) and the Government of Canada as the sole governing body of the sport of amateur wheelchair basketball in Canada;

AND WHEREAS the Association organizes National Teams to represent the Association and Canada in international competition;

AND WHEREAS the Athlete wishes to be an active participant of the National Team;

AND WHEREAS the Association and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

AND WHEREAS the Sport Canada Athlete Assistance Program (hereinafter referred to as "the AAP") requires these rights and obligations to be stated in a written agreement to be signed by the Association and the Athlete who applies for assistance under the AAP;

THE ASSOCIATION AND THE ATHLETE HEREBY AGREE:

Definitions

1. In this Agreement, the following words will have the following meanings set out herein:
 - a) “AAP” means the Sport Canada Athlete Assistance Program;
 - b) “Agreement” means this written agreement;
 - c) “Athlete” means the wheelchair basketball player who is selected from time to time during the Term hereof as a member of the Association’s National Team or who receives direct funding from the Association to assist his/her training and competitive endeavors;
 - d) “Athlete Attributes”, “Marketing Programs” and “Personal Sponsors” have the respective meanings specified in section 4.
 - e) “CPC” means the Canadian Paralympic Committee;
 - f) “Head Coach” means the national coach designated from time to time by the Association;

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- g) “IPC” means the International Paralympic Committee;
- h) “IWBF” means International Wheelchair Basketball Federation, the international governing body for wheelchair basketball;
- i) “National Team” means the national team of the Association representing the Association and Canada at designated wheelchair basketball competitions;
- j) “Term” means the term specified in section 9.
- k) “Team Rep” means a current athlete elected annually by the National Team program members.
- l) “VP Athlete Rep” means the board member elected bi-annually by the National Team program members.
- m) “WADA” means the World Anti-Doping Agency.

Obligations of the Association

2. The Association will:

- a) Invite, select and prepare Athletes to represent Canada in international wheelchair basketball competitions in accordance with the budget and policies of the Association;
- b) Recommend eligible and qualified Athletes for financial support under the Sport Canada Athlete Assistance Program (“AAP”), and thereafter assist each carded Athlete to receive the benefits to which he or she is entitled;
- c) Provide the Athlete with eight (8) weeks written notice of any change or withdrawal of AAP financial support, in the event the Athlete receives AAP financial support;
- d) Plan and manage training programs and competitive activities for the ongoing development of Athletes and the National Team in accordance with the budget and policies of the Association;
- e) Provide funding for travel, accommodation and meal expenses of Athletes participating in training and competitive activities of the National Team in accordance with the budget and policies of the Association;
- f) Provide the Athletes with excess travel and medical insurance coverage for all National team events in and outside of Canada through AllSport Insurance. In addition, all senior and development carded athletes can be covered by the Canadian Athlete Insurance Plan (CAIP) Gold Plan for use inside Canada applicable for sport related injuries and overuse. A summary of applicable insurance policies will be attached as Schedule A and a full copy of the policies will be provided to the Athlete upon request from the Athlete.

The Canadian Athlete Insurance Plan is only applicable for sport related injuries incurred to athletes training in Canada.

If you would like Wheelchair Basketball Canada to enroll you in CAIP, please initial here _____.

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- g) Provide team uniforms, footwear, apparel, products and equipment in accordance with the budget and policies of the Association;
- h) Certify the Athlete's eligibility to compete in IWBF events, providing the Athlete satisfies IWBF eligibility criteria and is not in breach of any terms of this Agreement;
- i) Assist the Athlete in obtaining appropriate sport science expertise and medical care;
- j) Respect the confidentiality of medical information supplied by the Athlete to the Association's medical staff by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with the Canadian Anti-Doping Program;
- k) Provide the Athlete access to the Association's policies namely the Code of Conduct and Ethics, Discipline and Complaints Policy, Appeals Policy, Dispute Resolution Policy, Confidentiality Policy, Conflict of Interest Policy and National Team Program Athlete Fee Policy which will be displayed on the Association's website.
- l) Make available through the Association's National Office copies of relevant Association policies pertaining to the National Team as well as up-to-date lists of International Paralympic Committee ("IPC"), CPC and CCES banned substances and practices as well as provide reasonable access to a medical professional to advise the athlete on doping related matters.
- m) Communicate with athletes both orally and in writing in the language of their choice (French or English)
- n) Publish reasonable selection criteria for all National Teams at least 3 months prior for a particular team; at least 8 months before for a major games team and for AAP, at least 10 months before the start of the carding cycle.
- o) Provide a copy of this Agreement to all athletes invited to try out for a National Team at least 3 months in advance of their tryout.
- p) Provide for the Team Rep to sit as a voting member of the High Performance Committee.
- q) Allow the Team Rep the opportunity to participate in the Association's planning and evaluation meetings at the AGM at the Association's expense (minimum of one meeting per year).
- r) Provide funding for the VP Athlete Rep to meet face to face at least twice annually with the Team Rep (AGM and National Championship are likely locations) as well as for telephone meetings as issues arise.

Obligations of the Athlete

3. The Athlete will:

- a) Abide by all policies, rules and regulations of the Association;
- b) Pay the National Team Program Fee (\$500.00) as indicated in the National Team Program Athlete Fee Policy as approved by the Board of Directors of the Association;
- c) Hereby warrant that he or she is a Canadian citizen, or is otherwise eligible to compete for Canada according to IWBFF regulations in effect from time to time and that, if the Athlete's status changes, the Athlete will forthwith inform the Association;
- d) Provide the Association with contact information including: mailing address; telephone number; email address; fax number and cell phone number for the delivery of the Association's mailings and notices; and provide the Association with any information which may be requested in order to confirm the whereabouts of the Athlete for drug-testing purposes;
- e) Actively participate in all training programs, competitive activities, evaluation activities and reporting procedures of the National Team under the supervision of the Head Coach;
- f) Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with the Athlete's preparation for, or participation in, a wheelchair basketball competition;
- g) Demonstrate commitment to individual training programs developed in consultation with the Head Coach (and/or designate) and maintain regular contact with the Head Coach (and/or designate) regarding his or her progress in training. Submit training logs in accordance with the instructions of the head coach and Sport Canada's Athlete Assistance Program;
- h) Avoid living in an environment or undertaking activities that are not conducive to high performance achievement, or that pose significant risks to the Athlete's health or ability to train or compete;
- i) At the earliest possible date, notify the Head Coach in writing of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligations under this Agreement. In the event of injury and upon request of the Association, the Athlete will supply the Association with a certificate from a medical doctor describing the nature of the injury within three weeks of the diagnosis of the injury;
- j) Provide pertinent medical information to the Association's medical staff as requested, and consult with the National Team's medical staff regarding the use of prescription or non-prescription drugs;
- k) Participate in reasonable educational or non-commercial, promotional activities as may be requested by the Association, provided the Athlete will be compensated for out-of-pocket expenses. Educational or non-commercial, promotional activities will not exceed more than two total days.

- l) Comply with the anti-doping policies of the Association, which adopted the 2009 Canadian Anti-Doping Program, CPC, IWBF, WADA, and the IPC and submit to announced and unannounced doping control testing, both during and outside of competition. A copy of the *Canadian Anti-Doping Program* is attached at Appendix “B”;
- m) Participate, in any Doping Control/Education Program required by Sport Canada and the CCES.
- n) Participate in National Team program and personnel evaluation activities as requested by the Association;
- o) Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. The Association usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per year.
- p) Supply the Association with biographical information as requested, and keep the Association updated on any changes to the Athlete’s contact information;
- q) Behave in a courteous and respectful manner and adhere at all times to the Association’s policies relating to conduct as amended from time to time, including but not limited to, the Code of Conduct and Ethics, Discipline and Complaints Policy, Appeals Policy, Dispute Resolution Policy, Confidentiality Policy and Conflict of Interest Policy. Copies of these policies will be posted on the Association’s website.
- r) During National Team training camps or competitions, take reasonable steps to manage the responsible consumption of alcoholic beverages so that the athlete’s ability to maximize athletic performance, speech, or drive is not impaired or cause the athlete to behave in a disruptive manner.
- s) Actively participate in all AAP evaluation activities. Athletes will cooperate fully in any evaluation of the AAP that may be conducted by the Minister or anyone authorized to act on the Minister’s behalf and will provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

Sponsorship and Commercial Activities

- 4. The Association expressly recognizes the Athlete’s right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:
 - a) Agrees to wear and/or use ADIDAS Products as supplied by the Association while engaged in any activities of Wheelchair Basketball Canada National Team including training, practices, competition, competition-day warm-ups, opening and closing ceremonies (excluding the Paralympics). During such activities, the Athlete may not wear or use products other than ADIDAS products supplied by the Association, except that the Association acknowledges and agrees that an Athlete may wear the footwear of a third party if that Athlete has a written endorsement agreement with such third party or if an Athlete has a medical reason (supported by a doctor’s note) for not wearing ADIDAS footwear.

- b) Athletes will consent to the Association using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as "Athlete's Attributes") in team photos and team action shots, that do not imply endorsement or testimonials by an individual athlete, from sanctioned events to promote the Association's and the National Team's sponsorship, licensing, advertising and marketing programs (collectively referred to as the "Marketing Programs").
- c) Upon the Athletes written authorization, consent to the Association or licensee's or sponsors of the Association using (excluding team photos and actions shots defined in paragraph 4 (b)), without charge, on a worldwide basis, in any format or media, the Athlete's Attributes. All use of the Athlete's Attributes by the Association or the Association's licensees and sponsors will be defined and limited by the terms of the licensing or sponsorship agreements in effect with the Association.
- d) Covenants that the Athlete will not, while playing, training, competing, receiving awards while representing the National Team, endorse or promote the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") in the form of clothing, competition attire or in the form of visible tattoos, temporary tattoos, or such other body applications. Nothing in this subparagraph will prevent the Athlete, in his or her personal capacity, from endorsing or promoting the various products, goods and services of the Athlete's Personal Sponsors when not representing or engaging in National Team activities.
- e) Undertakes to not enter into any commercial contract or sponsorship venture associated with the Athlete's role as a competitive wheelchair basketball player without first obtaining the Association's consent. This consent will be evidenced by the execution of a written agreement between the Athlete and the Association. The Association may not grant its consent if the proposed contract or venture conflicts, in the sole opinion of the Association, with contracts that have already been entered into or currently under negotiation by the Association as part of the Association's Marketing Programs;
- f) Agrees to follow and abide by all the Association, CPC, IPC and IWBF rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships;
- g) Ensure that the Association is informed of any personal, commercial or sponsorship contracts that the Athlete has entered into or may enter into during the terms of this Agreement. Information to be disclosed will include the name of the sponsor, the activity of the sponsor, the start and end date of the agreement and any restrictions that impact Wheelchair Basketball Canada.
- h) Warrant that he/she has not granted and will not grant to any person or entity during the term of this Agreement an exclusive license to use the Athlete's player attributes in team photos and team action shots, that do not imply endorsement or testimonials by an individual athlete, which would conflict with this Agreement and/or with the Athlete's participation in the Association's marketing programs.

5. The Association agrees the Athlete is not required to:

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- a) Grant use of his/her image, picture, likeness, voice, name or biographical information for the purpose of trade except in accordance with paragraph 4(b).
- b) Attend functions other than National Team meeting, practices, competitions and competition related events.
- c) Cover up a manufacturer logo on wheelchairs, strappings, braces and cushions (referred to as “Specialized Equipment”), as long as said logos are in compliance with IPC and PASO rules.
- d) Place a sponsor logo or advertisement on Specialized Equipment.
- e) Use designated Specialized Equipment. Athletes may choose their own Specialized Equipment as long as it is compliant with applicable competition standards.
- f) Grant any right of first refusal to any Association’s sponsors.

Resolution of Disputes

6. The Association and the Athlete agree that alleged breaches and disputes relating to this Agreement will be dealt in accordance with the principles of the Association’s Discipline and Complaints Policy.

No Liability for the Association and Athlete Indemnification

7. The Athlete hereby:
 - a) Acknowledges that sport is potentially dangerous and that there are risks, dangers and hazards inherent in competition and in training, and in preparing for and traveling to and from such competition and training. 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 as a member of the National Team.
 - b) Acknowledges that the Association carries only limited insurance to protect its members in the event of death, injury, damage, loss of income, medical expenses or travel claims. The limits of the insurance coverage provided by the Association are summarized in Schedule “A” attached to this Agreement. The Association is not responsible for any medical costs, including extra billing charges over and above Provincial medical health plan benefits. 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 and to purchase, at the Athlete’s sole expense, all additional insurance coverage deemed necessary.
 - c) Acknowledges that the Association will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused.
 - d) Acknowledges that the Association will not be liable to the Athlete, or to any other party, including the personal representatives and assigns of the Athlete in the event of the Athlete’s death, for any loss, claims or damages arising from an injury to or death of the Athlete or injury

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to or death of any other person resulting, directly or indirectly, from any activity undertaken by the Athlete pursuant to this Agreement.

- e) Agrees to indemnify and hold harmless the Association and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which the Association may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive any termination or expiry of this Agreement.

Entire Agreement

- 8. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.
- 9. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.
- 10. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.
- 11. The following Schedules are attached hereto and form an integral part of this Agreement:

Schedule "A" - the list of all the Association policies of insurance insuring the Athlete.

Schedule "B" - *Canadian Anti-Doping Program*

Independent Legal Advice

- 12. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal contract. The Athlete confirms to the Association that:
 - a) He or she has obtained independent legal advice, or in the alternative,
 - b) That he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

TERM

- 13. This Agreement comes into force on the _1st_ day of _June_ 2010 and continues in effect until the _28th_ day of _Feb_ 2011 unless terminated earlier pursuant to this Agreement.

ATHLETE DECLARATION

- 14. 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.
- 15. This Agreement will be binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.

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IN WITNESS WHEREOF this Agreement has been executed.

WHEELCHAIR BASKETBALL CANADA

Wendy Gittens, Executive Director

Witness

Date

ATHLETE

Signature

Witness

Date

THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS 17 YEARS OF AGE OR UNDER

PARENT/GUARDIAN INDEMNITY AGREEMENT

A parent or guardian’s signature must accompany the National Team Athlete Agreement if the Athlete is under the age of 18 at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete’s signature on the Agreement.

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the National Team Athlete Agreement with Wheelchair Basketball Canada.

I recognize that the Athlete derives benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize Wheelchair Basketball Canada’s desire and need to enforce these obligations.

In consideration of the Athlete and Wheelchair Basketball Canada entering into the National Team Athlete Agreement, I hereby agree to indemnify and hold harmless Wheelchair Basketball Canada from any losses that Wheelchair Basketball Canada may incur as a result of the breach of any provision of this Agreement by the Athlete. This indemnification will survive termination of this Agreement

Parent/Guardian name

Date

Parent/Guardian signature

Witness

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