



WHEELCHAIR BASKETBALL CANADA

NATIONAL TEAM AGREEMENT- 2021-2022

CONTACT INFORMATION

NAME: _____ TELEPHONE #s: _____

PERMANENT ADDRESS: _____

ALTERNATE ADDRESS: _____
(i.e., school) _____

EMAIL ADDRESS: _____

Initial _____

BETWEEN:

[NAME OF ATHLETE],

residing at:

ADDRESS _____

(the "Athlete")

AND:

WHEELCHAIR BASKETBALL CANADA a registered Canadian amateur athletic association having its registered office at:

Suite M1062, 27 Auriga Drive,

Nepean, ON

K2E 0b1

(the "National Sport Organization" or "NSO")

BACKGROUND INFORMATION

- A. The NSO is recognized by the International Wheelchair Basketball Federation ("IWBF"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of wheelchair basketball.
- B. The NSO strives to deliver a world-leading National Team program and enter a National Team into competition that achieves the best international results it possibly can.
- C. The Athlete has exceptional and unique knowledge, skill and ability in the sport of wheelchair basketball and wishes to compete for Canada as a member of the NSO's National Team.
- D. Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility to comply with requirements of external sport governance bodies including the International Paralympic Committee ("IPC"), the International Wheelchair Basketball Federation ("IWBF"), the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA").
- E. The Sport Canada Athlete Assistance Program (the "AAP") requires these mutual obligations to be stated in a written agreement to be signed by the NSO and the Athlete who applies for assistance under the AAP.

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

TERM AND SCOPE OF THE AGREEMENT

1. This Agreement is effective from April 1, 2021 to March 31, 2022.
2. The Athlete is a member of the National Team Program for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in section 3 are integral to the Athlete and NSO relationship. The NSO agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to follow these policies:

Initial _____

- a) Code of Conduct and Ethics
- b) Screening Policy
- c) Discipline and Complaints Policy
- d) Abuse Policy
- e) Investigations Policy – Discrimination, Harassment and Abuse
- f) Privacy Policy
- g) Dispute Resolution Policy
- h) Conflict of Interest Policy
- i) Confidentiality Policy
- j) Appeal Policy
- k) Canadian Anti-Doping Program (CADP)
- l) Trans Inclusion Policy

From time to time, the NSO's existing policies may be updated or changed and the Board of Directors of WBC may approve new policies. This Agreement references the most recent policies at the time of signing. The NSO will inform the Athlete of any changes to its policies and agreements and will always have the most current version of its policies available on the NSO's website or by contacting the NSO, in accordance with section 14(f) of this agreement.

DEFINITIONS

4. Unless otherwise stated, in this Agreement:

- a) **“AAP”** means Sport Canada’s Athlete Assistance Program; also referred to as “carding”;
- b) **“Agreed Upon Training Plan”** means a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team;
- c) **“Agreement”** means this written agreement;
- d) **“Athlete”** means one of the parties to the Agreement, listed above;
- e) **“AthletesCAN”** means the association of Canada’s National Team athletes;
- f) **“Athlete’s Emergency Contact”** means a person designated by the Athlete to the NSO, such as a parent, close family member, close friend or spouse, who the NSO will contact in the event of an emergency;
- g) **“Athlete Representative”** means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by the NSO at decision-making bodies such as the NSO’s committees or the NSO’s Board of Directors, and may include Athletes’ Council members;
- h) **“Athlete Sponsor”** means any entity, whether characterized by the Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;
- i) **“Banned Substance”** means those substances and methods listed in the Canadian Centre for Ethics in Sport’s list of “banned and restricted Doping Classes and Methods” with any such additional substances as may from time to time be added to the said list by the various governing bodies of the sport, the NSO, or such other recognized body having at the time jurisdiction over the sport;
- j) **“Business Day”** means Monday through Friday, from 9am to 5pm Eastern Time, and excludes weekends and public holidays;
- k) **“CADP”** means the Canadian Anti-Doping Program;
- l) **“CCES”** means the Canadian Centre for Ethics in Sport;
- m) **“CPC”** means the Canadian Paralympic Committee;
- n) **“Default Notice”** means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure (see the Dispute Resolution Method section);
- o) **“Designated Contact”** means the individual designated by the NSO in section 14.a) of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;
- p) **“Fee Schedule”** means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the National Team, and the amount;
- q) **“HPD”** means High Performance Director;
- r) **“HPP”** means High Performance Program;
- s) **“IWBF”** means the International Wheelchair Basketball Federation, which is the international governing body for the sport of wheelchair basketball;
- t) **“IF”** means the International Federation, which is the International Wheelchair Basketball Federation;
- u) **“IPC”** means the International Paralympic Committee;
- v) **“IST”** means Integrated Support Team and is a multi-disciplinary team of sport science, sport medicine and sport performance professionals including experts in exercise physiology, mental performance, biomechanics, performance analysis, nutrition, strength, conditioning, medicine, physical therapy, massage therapy, and sport administration;
- w) **“Major Games National Team”** means the athletes, coaches and necessary support staff selected to form a Canadian team for a Paralympic, Commonwealth, or Parapan American Games. This term is not limited to athletes receiving AAP;

Initial _____

- x) **“Marketing Rights”** means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete’s image, voice, name, personality, likeness and fame gained in wheelchair basketball as a member of the NSO National Team to promote the NSO and its high performance program and athletes, and includes all Athlete images whether captured in competition, training or other NSO Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);
- y) **“National Team”** means the athletes, coaches and necessary support staff selected to form a Canadian team for an international event. This term is not limited to athletes receiving AAP;
- z) **“Non-Commercial Use”** means any use of Marketing Rights by the NSO solely for the purposes of promoting the NSO using NSO marks on a stand-alone basis, or in conjunction with non-commercial third parties such as IWBF marks or NSO/IWBF event marks, but not affiliated or attached to any NSO partner promotion, activation or activity;
- aa) **“NSO-Sanctioned Activities”** means all NSO training camps, competitions, fitness testing, NSO or IF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;
- bb) **“NSO Sponsor”** means any entity, whether characterized by the NSO as a sponsor, supplier, licensee or otherwise, with whom the NSO has a contract to use, market, advertise, or promote their products or services;
- cc) **“Personal Equipment”** means equipment provided by the Athlete or the Athlete Sponsor;
- dd) **“Personal Information”** means information collected about an identifiable individual, which may include information concerning:
 - i. the physical or mental health of an individual;
 - ii. any health service provided to an individual; or
 - iii. the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.
- ee) **“Individual Performance Plan”** or IPP means the document provided to the Athlete by the NSO to track the status of progress of the Athlete;
- ff) **“Team Uniform and Equipment”** means uniform and equipment provided by the NSO or through an NSO Sponsor;
- gg) **“SDRCC”** means the Sport Dispute Resolution Centre of Canada;
- hh) **“WADA”** means the World Anti-Doping Agency.
- ii) **“ACA”** means the Athlete Commercial Agreement

OBLIGATIONS

Team Selection & Eligibility

5. The NSO will:
 - a) organize, select and operate teams of athletes, coaches and other necessary support staff as part of National Teams to represent Canada in the sport of wheelchair basketball throughout the world;
 - b) publish team selection and eligibility criteria for all National Teams at least three months before the selection of a particular National Team;
 - c) publish team selection and eligibility criteria for all Major Games National Teams at least eight months before the selection of a Major Games National Team;
 - d) communicate the team selection and eligibility criteria by posting it online at: www.wheelchairbasketball.ca and publish this link in the usual communications of the NSO in accordance with section 14(f) of this Agreement;
 - e) post its policies, rules and regulations at: <http://www.wheelchairbasketball.ca/about-us/resources-publications/>;
 - f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway;
 - g) publish any changes to its rules and regulations through the usual communications of the NSO (for example, by email, press release and social media) in accordance with section 14(f) of this Agreement;
 - h) conduct selection of members to all National Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
 - i) notify athletes individually of selection or non-selection and provide reasons;
 - j) 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;
 - k) protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of the NSO, IF or other party and informing the Athlete if any proposed activity, communicated by the Athlete to the NSO, appears to be in violation of such eligibility rules; and
 - l) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all IF or IPC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published NSO eligibility and selection criteria for National Teams or Major Games National Teams.

6. The Athlete:
 - a) abide by all policies, rules and regulations of the NSO;
 - b) warrants that he or she is a Canadian citizen or is otherwise eligible to compete representing the NSO and Canada. If the Athlete's status changes, the Athlete will immediately inform the NSO's HPD or Designated Contact;
 - c) will make best efforts to be aware of and comply with all policies, rules and regulations of the NSO, which may change from time to time and are posted online at: <http://www.wheelchairbasketball.ca/about-us/resources-publications/> and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication in accordance with section 14(f) and 15(d), respectively;
 - d) will make best efforts to be aware of and comply with all NSO, IF or other applicable eligibility requirements; and
 - e) will notify the HPD or Designated Contact immediately of any circumstance which may affect their eligibility, for example, an injury or other legitimate reason that will prevent the Athlete from attending an event for which they have been selected.

Uniforms and Equipment

7. The NSO will:
 - a) pay for and provide Team Uniform and National Team Equipment (not game chairs) for National Team events or designate such items to be provided by an NSO Sponsor;
 - b) seek feedback from the Athlete Representatives regarding the Team Uniform and Equipment, including material and design at least two (2) weeks before such items are ordered by the NSO or NSO Sponsor;
 - c) implement the Team Uniform and Equipment feedback subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
 - d) pay for and modify Team Uniform and Equipment if the parties agree a modification is required to accommodate a reasonable need of the Athlete including a disability or performance need. A reasonable modification request will not be withheld.

8. The Athlete will:
 - a) wear and/or use the WBC Team Uniform and Equipment;
 - b) wear the WBC supplied heart rate monitor when possible at all camps and competitions and replace heart rate monitor (at their own expense) if lost or misplaced within a 14-day time frame;
 - c) The Athlete Representatives will provide feedback to the NSO regarding the Team Uniform and Equipment, including material and design at least one (1) week before such items are ordered by the NSO or NSO Sponsor; and
 - d) communicate any required modifications to the HPD or Designated Contact before or when the NSO seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by the NSO.

Training and Competition

9. The NSO will:
 - a) present a schedule of mandatory training days and competitions tailored to the needs of the National Team program to progress towards achieving the objectives and goals of the National Team program.
 - b) plan and manage National Team training programs and competitive activities for the ongoing development of athletes and the National Team in accordance with the budget and policies of the NSO;
 - c) provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed changes to competition and/or training plans and an individual performance plan (IPP).
 - d) provide funding for travel, accommodation and meal expenses to Athletes participating in training and competitive activities of the National Team in accordance with the budget and policies of the NSO;

10. The Athlete will:
- a) actively participate in all training programs, competitive activities, evaluation activities and reporting procedures of the National Team under the supervision of the Head Coach;
 - b) Demonstrate commitment to individual training programs developed in consultation with Head Coach/IST staff and maintain regular contact with Head Coach/IST staff regarding his/her progress in training. Submit daily monitoring and daily training activity in accordance with the instruction of the Head Coach.
 - c) participate in National Team program and personnel evaluation activities as requested by the NSO;
 - d) demonstrate commitment to the National Team program plan and comply with all NSO athlete monitoring tools provided to the Athlete by the NSO (e.g. athlete monitoring, using heart rate monitors, etc.);
 - e) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by the NSO.
11. If the Athlete has AAP status and fails to submit the Regular Training Report as and when required, the Athlete may, per Sport Canada policy, have their AAP status withdrawn with due process.

Information and Privacy

12. The NSO will:
- a) collect personal Information from the Athlete;
 - b) collect personal testing information and consent to share information with WBC IST, WBC provided therapist and WBC coaches;
 - c) communicate to the Athlete which recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential as soon as the circumstances permit;
 - d) protect all information gathered in relation to the Athlete; and
 - e) not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.
13. The Athlete will:
- a) provide the NSO with any Personal Information required to confirm the eligibility of the Athlete;
 - b) provide the NSO with any information which may be requested in order to confirm the whereabouts of the Athlete for drug-testing purposes;
 - c) provide the NSO with personal medical information required for the NSO to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of the NSO;
 - d) provide the NSO medical staff with consent to assessment/treatment when attending NSO planned training and competition by WBC provided medical professionals or other allied health professionals; and
 - e) not disclose NSO recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential, unless required to do so by law.

Communication

14. The NSO will:
- a) assign a High Performance Director as the Designated Contact for the Athlete;
 - b) ensure that the Designated Contact or an alternate NSO staff person at the NSO office is available for communication each Business Day the NSO is open for business, and will respond within two (2) days;
 - c) ensure that all NSO full-time and contract staff respond to athlete questions within two (2) Business Days;
 - d) communicate both orally and in writing in the official Canadian language of the Athlete's choice;
 - e) communicate in a timely manner, using appropriate methods such as telephone, email, SMS, text or video messaging, or other methods depending on the nature of the communication and the Athlete's expressed communication preferences;
 - f) respond to the Athlete correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they do not exceed the timeframe in subsection 14(b); and
 - g) notify the Athlete forthwith by email if there are any changes made to the NSO's policies or agreements listed in section 3, and post all new or updated NSO policies, agreements, or general updates on the NSO's website.
15. The Athlete will:
- a) provide the NSO with an up-to-date email address that accepts file attachments and that the Athlete will make reasonable efforts to check at least once every two (2) days;
 - b) provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose;
 - c) respond to NSO correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they don't exceed the timeframe in subsection 15a) of this section; and
 - d) provide receipt by email or electronic signature of notice from NSO as per section 14(f) within two (2) business days. If the Athlete does not provide receipt of notice after two (2) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

Medical and Injury

16. In the event of an injury or illness of the Athlete, the NSO will:
- a) assist the Athlete in maintaining health or returning to health;
 - b) make every effort to contact the Athlete's emergency contact prior to medical treatment being initiated in the event of a serious medical situation where the Athlete lacks legal capacity to make healthcare decisions arising while the Athlete is training or competing. Should this not be possible, the NSO reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.

Initial _____

17. In the event of an injury or illness, the Athlete will:
- a) notify the National Team Head Coach and/or Designated Contact verbally within 24 hours, and the Designated Contact 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;
 - b) provide the NSO with a written document from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - (i) date or estimated date the injury or illness was incurred;
 - (ii) nature of the injury or illness, and whether it is an overuse or chronic injury;
 - (iii) rehabilitation protocol, if any;
 - (iv) amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
 - (v) expected date for return to full training and full recovery.
 - c) 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 the NSO's discretion, an NSO designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.
 - d) The Athlete acknowledges and directs that the medical personnel retained by WBC to examine and treat the Athlete may make known to the Head Coach and HPD of the National Team any medical condition affecting the Athlete that might interfere with the player's performance.

Anti-Doping

18. The NSO will:
- a) ensure that the Athlete receives communications from the IF, WADA, IPC, CCES or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
 - b) promote an environment and culture of clean sport;
 - c) ensure procedural fairness, where neither doping, nor unreasonable violations of the Athlete's rights to privacy or a just and fair process are tolerated; and
 - d) as soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST or other person known to be involved, likely to be involved, or desiring to be involved in the NSO's activity, and under sanction by the NSO or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

19. The Athlete will:
- a) comply with the anti-doping rules of the IF, IPC, CCES and WBC (if any), including submitting to announced and unannounced doping control testing when required by the NSO, IF, CCES, WADA or any other agency authorized to conduct testing;
 - b) if asked, 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 or at another time specified by Sport Canada and not more than once per calendar year;
 - c) participate, if asked by the NSO to do so, in any doping control and/or education program developed by the NSO in co-operation with Sport Canada and the CCES;
 - d) abide by the CADP as administered by the CCES;
 - e) refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by the NSO or an anti-doping agency for a doping-related offence;
 - f) not use banned substances that contravene the rules of the IPC, IF or the CADP; and
 - g) not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

Funding and Financial

20. The NSO will:
- a) provide an estimated amount that the Athlete will be required to pay approximately to cover their own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by National Team athletes;
 - b) provide a \$500 National Team program fee to the Athlete that the Athlete will be required to pay to the NSO during the term of the National Team program fee policy and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to the NSO;
 - c) inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees as set out in the Fee Schedule, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.
21. The Athlete will:
- a) review any Fee Schedule provided to them as soon as possible after it is received;
 - b) pay the invoiced fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph **Error! Reference source not found.** or as the circumstances require; and
 - c) reimburse additional expenses incurred by the NSO on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require.

Commercial

22. The Athlete and NSO agree that:
- a) Any agreement entered into either between both parties or by the Athlete themselves at a future date, will not unreasonably interfere with the Athlete's training and competition schedule as determined by the HPD or Head Coaches or the Athlete's obligations in accordance with this Agreement;
 - b) both parties have significant mutual interests in the promotion and independent commercial success of both the NSO and the Athlete;
 - c) it is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
 - d) the Athletes and NSO may enter into a separate Athlete Commercial Agreement (the "ACA");
 - e) NSO will only offer the separate ACA to the Athlete, once this Athlete Agreement is executed.
23. If the Athlete and NSO do not enter into a separate ACA, the Athlete agrees and gives consent to the NSO to use the Athlete's Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and the NSO and Athlete agree that such consent does not extend to NSO Sponsors.

ATHLETE ASSISTANCE PROGRAM (AAP)

24. The NSO will:
- a) publish reasonable carding criteria for all National Teams for the selection of athletes to the AAP 8 months before the start of the AAP eligibility cycle; and
 - b) nominate all eligible athletes for AAP and ensure those Athletes approved for carding receive all the benefits to which they are entitled under the AAP.
25. If receiving AAP, the Athlete will:
- a) participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada for up to two working days per year as requested;
 - b) comply with AAP policies and procedures, including those dealing with Sport Canada AAP Decisions as described in Section 13 of the AAP Policies and Procedures available online at: www.pch.gc.ca/sportcanada;
 - c) actively participate in all Sport Canada program evaluation activities, including the Status of the Athlete Study. The Athlete will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. The Athlete will also provide such data as considered necessary for the proper conduct of the evaluation; and
 - d) notify the Designated Contact, at the earliest possible date, of the Athlete's intention to retire so that the NSO may advise Sport Canada to cease AAP payments. The Athlete will refund any AAP payments to Sport Canada received after the Athlete has ceased training.
26. The NSO 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 Guidelines manual available online at: www.pch.gc.ca/sportcanada.

DISPUTE RESOLUTION METHOD

27. The NSO will provide a hearing and appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with principles of natural justice and procedural fairness. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC. The details of this procedure will be published by the NSO under its Appeal Policy.
28. Where one of the parties to this Agreement alleges that the other party has failed to conform to their obligations under this Agreement, the parties agree:
- a) the one party will notify the other party in writing of the particulars of the alleged default (the "Default Notice");
 - b) to indicate in the Default Notice, the steps to be taken to remedy the situation, and set out a reasonable period of time within which steps may be taken; and
 - c) where the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out, that party will file a complaint through the process set out in the Appeal Policy.
29. 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 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.

NOTICE

30. Any notice required or permitted to be given to the Designated Contact by the Athlete under this Agreement will be done in accordance with section 14 of this Agreement. Notice will be executed by delivery by courier to the NSO's address or delivery by email to jdunbrack@wheelchairbasketball.ca.
31. Any notice required or permitted to be given to the Athlete by the NSO under this Agreement will be done in accordance with section 15 of this Agreement. Notice will be executed by delivery by courier to the Athlete at the athlete's physical address and/or email address.

INSURANCE

32. The NSO will provide the Athletes with excess travel and medical insurance coverage for all National Team events in and outside of Canada. In addition, all senior and development carded athletes will be covered by the WBC National Team Insurance Policy for sport related and overuse injuries.

ASSUMPTION OF RISK

33. The Athlete agrees that participation as a National Team member exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the "Assumed Risk").

TERMINATION

34. The Athlete:
- a) may terminate this Agreement at any time by providing written notice of termination to the NSO;
 - b) 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 IF or IPC sanctioned events.
35. The NSO may terminate this Agreement, subject to section 38 by providing written notice, prior to its scheduled expiry if the Athlete:
- a) has been found guilty by the CCES, WADA, or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
 - (i) the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
 - (ii) the sanction against the Athlete was not reduced;
 - b) has been convicted of a violent criminal offense; or
 - c) has become ineligible to represent the NSO.
36. Any decision by the NSO to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through the NSO's Appeal Policy.

GOVERNING LAW

37. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

GENERAL PROVISIONS

38. The NSO will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Representative(s) and will distribute a draft to athletes prior to approval of the Board of Directors.
39. If any provision of this Agreement is deemed invalid or unenforceable, then the remaining provisions will not be affected and every other provision will be valid and enforceable to the fullest extent permitted by law.
40. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.

41. The Athlete and NSO confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement and that they have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Signed by **Wheelchair Basketball Canada**
in the presence of:



Signature of Witness

Jeff Dunbrack

Name of Witness

Wheelchair Basketball Canada
Wendy Gittens – Authorized Representative

Signed by _____
[ATHLETE NAME]

in the presence of:

Signature of Witness

Name of Witness

[Athlete Signature]

Initial _____

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

Initial _____