



ATHLETE AGREEMENT

2020-2021

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THIS AGREEMENT as of May 01. 2020

BETWEEN:

[NAME] residing at [address] of
athlete _____

_____ (the "Athlete")

AND:

Wrestling Canada Lutte, a Registered Canadian Amateur Athletic Association having its registered office at c/o House of Sport – RA Centre, 2451 Riverside Dr, Ottawa, ON K1H 7X7 (the "National Sport Organization" or "NSO")

BACKGROUND INFORMATION

- a) Wrestling Canada Lutte (WCL) is recognized by United World Wrestling ("UWW"), Canadian Olympic Committee ("COC"), and the Government of Canada as the national governing body for the sport of wrestling.
- b) WCL strives to deliver a world-leading program and enter a 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 wrestling and wishes to compete for Canada as a member of WCL's event teams.
- 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 Olympic Committee ("IOC"), United World Wrestling ("UWW"), 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 WCL 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 May 01, 2020 to April 30, 2021.
2. The Athlete is an AAP funded athlete member of WCL for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in this section are integral to the Athlete and WCL relationship and are contained on the WCL website located here: <https://wrestling.ca/resources/policy-manual/> and <https://wrestling.ca/safe-sport/>. WCL agrees to make these available to the athlete, either online or in hardcopy, and the Athlete agrees to follow these policies.

From time to time, WCL's existing policies may be updated or changed and the Board of Directors may approve new policies. WCL will inform the Athlete of any changes to its policies and agreements and will have the most current version of its policies available online.

DEFINITIONS

4. Unless otherwise stated, in this Agreement:

"AAP" means Sport Canada's Athlete Assistance Program; also referred to as "carding";

"Agreement" means this written agreement;

"Athlete" means one of the parties to the Agreement, listed above;

"Athlete Commercial Agreement, or ACA" means a separate and optional contract entered into between the NSO and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;

"Athlete Council" means a group of Athlete Representatives, usually from diverse genders, disciplines and classifications, governed by written or unwritten terms and elected or selected to meet, discuss and communicate positions and feedback representing all athletes in the sport governed by WCL

"Athlete's Emergency Contact" means a person designated by the Athlete to WCL, such as a parent, close family member, close friend or spouse, who WCL will contact in the event of an emergency;

"Athlete Representative" means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by WCL at decision-making bodies such as WCL's committees or WCL's Board of Directors, and may include Athlete Council members;

“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;

“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, WCL, or such other recognized body having at the time jurisdiction over the sport;

“Business Day” means Monday through Friday, from 9am to 5pm Eastern Time, and excludes weekends and public holidays;

“CADP” means the Canadian Anti-Doping Program;

“CCES” means the Canadian Centre for Ethics in Sport;

“COC” means the Canadian Olympic Committee;

“Designated Contact” means the individual designated by WCL in s. 0 of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

“GMP” means Gold Medal Profile;

HPD” means High Performance Director;

“HPC” means High Performance Coordinator, the Designated Contact;

“HPP” means High Performance Program;

“IF” means the International Federation, which is United World Wrestling;

“IOC” means the International Olympic Committee;

“IPI” means International Performance Index

“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.

“Major Games Team” means the athletes, coaches and necessary support staff selected to form a Canadian team for an Olympic, Francophone, Commonwealth, Pan American, Federation internationale du sport universitaire (FISU) or World Championship Team or other major games team not listed herein. This term is not limited to athletes receiving AAP;

“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 wrestling as a member of WCL’s Event Team to promote the NSO and its high performance program and athletes, and includes all Athlete images whether captured in competition, training or in plain clothes, non-competition environments used in any media whatsoever (print, video, digital, social, etc.).

“Event 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;

“Non-Commercial Use” means any use of Marketing Rights by WCL solely for the purposes of promoting WCL using WCL marks on a stand-alone basis, or in conjunction with non-commercial third parties such as UWW marks or WCL/IF event marks, but not affiliated or attached to any WCL partner promotion, activation or activity.

“WCL Sponsor” means any entity, whether characterized by WCL as a sponsor, supplier, licensee or otherwise, with whom the NSO has a contract to use, market, advertise, or promote their products or services;

“Personal Equipment” means equipment provided by the Athlete or the Athlete Sponsor;

“Personal Information” may include information collected about an identifiable individual concerning:

- a) the physical or mental health of an individual;
- b) any health service provided to an individual; or
- c) 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.

“Team Uniform and Equipment” means uniform and equipment provided by WCL or through an WCL Sponsor;

“SDRCC” means the Sport Dispute Resolution Centre of Canada;

“WADA” means the World Anti-Doping Agency.

OBLIGATIONS

TEAM SELECTION & ELIGIBILITY

5. WCL will, where/when possible:

- a) organize, select and operate teams of athletes, coaches and other necessary support staff to represent Canada in the sport of wrestling throughout the world;
- b) publish team selection and eligibility criteria for all Event Teams at least three months, or as soon as reasonably possible, before the selection of a particular Team;
- c) publish team selection and eligibility criteria for all Major Games Teams at least four (4) months, or as soon as reasonably possible, before the selection of a Major Games Team where possible;
- d) communicate the team selection and eligibility criteria by posting it online at: www.wrestling.ca, and publish this link in the usual communications of WCL (for example, by press release and social media);
- e) post its policies, rules and regulations at: <https://wrestling.ca/resources/policy-manual>;
- f) publish any changes to its rules and regulations through the usual communications of WCL (for example, by press release and social media);
- g) conduct selection of members to all Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
- h) notify athletes of selection, and provide an explanation of non-selection where requested in writing, within an agreed upon timeline.
- i) inform the Athlete about applicable and potentially applicable eligibility requirements of WCL, UWW (www.unitedworldwresting.org) or other Games stakeholders.
- j) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all UWW, or IOC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published WCL selection and eligibility criteria for Teams or Major Games Teams.

6. The Athlete:

- a) is a Canadian citizen, or is otherwise eligible to compete representing WCL and Canada. If the Athlete's status changes, the Athlete will immediately inform the HPD or Designated Contact;

- b) will be aware of and comply with all policies, rules and regulations of WCL, which may change from time to time and are posted online at: <https://wrestling.ca/resources/policy-manual> and <https://wrestling.ca/safe-sport/>;
- c) will be aware of and comply with all WCL, UWW or other applicable eligibility requirements; and
- d) will notify the 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. WCL will:

- a) provide equipment, uniforms and official team clothing, as per WCL Uniform Guidelines and Budget considerations, for WCL Team events or designate such items to be provided by an WCL Sponsor (the “Team Gear”);
- b) seek feedback from the Athlete Representatives, and where possible the Athlete regarding the Team Gear;

8. The Athlete will:

- a) wear and/or use WCL Team Gear and other items as per WCL Uniform Guidelines;
- b) provide feedback to WCL regarding the Team Gear.
- c) Not wear club or other team wear when at a national team event.

TRAINING AND COMPETITION

9. WCL will:

- a) present 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. The plan will be developed in consultation with the Athlete and the Athlete’s coaches (Yearly Training Plan, “YTP”);
- b) oversee the Agreed Upon Yearly Training Plan;
- c) not unreasonably withhold its approval of proposals by the Athlete to make changes to the YTP; and

- d) provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, and proposed changes to competition and training plans, as soon as the circumstances permit.

10. The Athlete will:

- a) in conjunction with their personal coach(es) and WCL, develop a YTP;
- b) present to WCL, for approval, proposed changes to the YTP, if any, as soon as the circumstances permit;
- c) not unreasonably withhold the approval of proposals by the WCL to make changes to the YTP; and
- d) Demonstrate commitment to the national training program. This will include:
 - i. Continuous communication between the National Head Coach, the Athlete and their personal coach, or other authorized coach;
 - ii. Mandatory reporting of the Athlete's daily training on a regular basis in the current Athlete Monitoring System; a compliance rate of 80% or higher is required
 - iii. Participation in all testing sanctioned by WCL;
 - iv. Participation in training events, education and GMP camps that WCL deems mandatory; and,
 - v. Participation in WCL identified competitions.
- e) not participate in any competitions not approved or sanctioned by WCL
- f) not participate in any competitions where federal government sport policy has determined that such participation is not permitted; and
- g) Maintain his / her status as a member in good standing of a WCL approved training environment;
- h) Complete the Coaching Association of Canada's Safe Sport Training Elearning module by the 30th of May

INFORMATION AND PRIVACY

11. WCL:

- a) may collect Personal Information from the Athlete;
- b) will communicate to the Athlete which recordings, technology, tactics, methods, logistics or other information that WCL deems confidential as soon as the circumstances permit;

- c) will protect all information gathered in relation to the Athlete; and
- d) will not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.

12. The Athlete:

- a) will provide WCL with any Personal Information required to confirm the eligibility of the Athlete;
- b) will provide WCL with Personal Information required for WCL to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of WCL; and
- c) will not disclose WCL recordings, technology, tactics, methods, logistics or other information that WCL deems confidential, unless required to do so by law.

COMMUNICATION

13. WCL:

- a) assigns High Performance Coordinator, or their designate, as the Designated Contact for the Athlete;
- b) will ensure that the Designated Contact, the Designated Assistant Contact or an alternate WCL staff person at the WCL office is available for communication each business day WCL is open for business;
- c) will communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- d) will communicate in a timely manner, using appropriate methods such as telephone, email, SMS, text or video messaging, or other methods, taking into consideration the preferred nature of the communication and the Athlete's expressed communication preferences; and
- e) will respond in a timely fashion.

14. The Athlete:

- a) will provide WCL with an up-to-date email address that accepts file attachments and that the Athlete will check at least once every seven days;
- b) will provide WCL with the required information to communicate by some other reasonable method of communication should the Athlete so choose (eg. mobile phone); and

- c) will respond to WCL correspondence and communication as soon as the circumstances permit.
- d) Provide notice of receipt by email from WCL within seven business days. If the Athlete does not provide notice of receipt after seven business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.
- e) Athletes will not make comments or posts that are offensive, abusive, racist, sexist or otherwise disrespectful. Likewise, athletes shall refrain from making derogatory or disparaging comments through social media about other athletes, coaches, officials, WCL as an organization, WCL staff, independent contractors or service providers, WCL Partners, United World Wrestling, the International Olympic Committee, and / or the Canadian Olympic Committee either in a direct or implied manner

MEDICAL AND INJURY

15. In the event of a serious medical situation and corresponding lack of Athlete legal capacity to make healthcare decisions arising while the Athlete is training or competing, WCL will make every effort to contact the Athlete's Emergency Contact prior to medical treatment being initiated. Should this not be possible, WCL reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.

16. In the event of an injury or illness, the Athlete will:

- a) notify the Designated Contact verbally within 24 hours, and WCL 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 WCL with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - i. date or estimated 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 during rehab – as a Return to Play Policy ("RTP policy"); 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 HPD's discretion, a WCL designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.

ANTI-DOPING

17. WCL will:

- a) Forward relevant communications from UWW, WADA, IOC, 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) promote procedural fairness; 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 WCL's activity, and under sanction by WCL or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

18. The Athlete will:

- a) comply with the anti-doping rules of the IOC, UWW and WCL, including submitting to announced and unannounced doping control testing when required by the WCL, UWW, CCES, WADA or any other agency authorized to conduct testing;
- b) 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 required by Sport Canada and not more than once per calendar year;
- c) participate, if asked by WCL to do so, in any doping control and/or education program developed by WCL 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 WCL or an anti-doping agency for a doping-related offence;
- f) not use banned substances that contravene the rules of the IOC, WADA, UWW or the CADP;
- 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

19. WCL warrants:

- a) that the Athlete will be required to pay the Team Fee to WCL during the term of the Agreement and to be invoiced to the Athlete from time to time based on the actual budget of WCL (the "Invoiced Fees");

- b) that the Athlete will be required to pay the WCL Team Fee in the Athlete's own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by Team athletes; and

20. The Athlete will:

- a) pay the Invoiced Fees and within 30 days of being provided an invoice by WCL, except as set out in paragraph 19.b) or as the circumstances require;
- b) reimburse expenses incurred by WCL on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require;

COMMERCIAL

21. The Athlete and WCL agree that:

- a) the parties have significant mutual interests in the promotion and independent commercial success of WCL and the Athlete;
- b) it is in the best interests of the parties to work together to promote the commercial and non-commercial interests of each party;
- c) the Athlete and WCL may enter into a separate Athlete Commercial Agreement (the "ACA"); and
- d) WCL will only offer the separate ACA to the Athlete, once this Agreement is executed.

22. If the Athlete and WCL do not enter into a separate ACA, the Athlete agrees and gives consent to WCL to use the Athlete's Marketing Rights solely for Non-Commercial Use, and WCL and Athlete agree that such consent does not extend to WCL Sponsors.

ATHLETE ASSISTANCE PROGRAM (AAP)

23. WCL will:

- a) publish criteria for the selection of athletes to the AAP within a reasonable timeframe; 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.

24. 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;
 - 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: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>
 - 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 WCL 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.
25. WCL 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: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>.

DISPUTE RESOLUTION METHOD

26. WCL will provide a hearing and appeal procedure with respect to any dispute between the Athlete and WCL that conforms with principles of natural justice and procedural fairness. The details of this procedure will be published by WCL under its "Appeal Policy" found at <https://wrestling.ca/resources/policy-manual>.
27. 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) 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; and
 - d) if the party receiving the Default Notice fails to remedy the breach within the specified period of time, and defaulting party 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.

28. 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.

NOTICE

29. Any notice required or permitted to be given to the WCL Designated Contact (or alternate) by the Athlete under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to WCL at [c/o House of Sport – RA Centre, 2451 Riverside Dr, Ottawa ON, K1H 7X7] or delivery by email on the date the email is sent to: info@wrestling.ca.
30. Any notice required or permitted to be given to the Athlete by WCL under this Agreement will be in writing and will be effective and deemed to have been received upon its delivery by courier to the Athlete at [Physical Address: _____] or delivery by email on the date the email is sent to [Athlete email: _____].

INSURANCE

31. WCL will provide the Athlete with the option of enrolment in the Canadian Athlete Insurance Plan (CAIP).
32. The Athlete and WCL acknowledge that the Athlete is eligible to purchase group insurance coverage under the [AthletesCAN] benefits plan by visiting: <http://athletescan.com/en/bbd-health-and-dental-plan>.

ASSUMPTION OF RISK

33. The Athlete agrees that participation as a member of WCL 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 WCL;

- b) understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation on the Team, including payments under the AAP, and the right to compete internationally at UWW, and IOC sanctioned events.

35. WCL may terminate this Agreement, subject to s. 36 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 criminal offense involving violence; or
- c) has become ineligible to represent WCL;
- d) has failed to meet obligation of contract terms of this agreement;
- e) has failed to demonstrate commitment to the national team program plan as described in the TRAINING AND COMPETITION section 10 d.

36. Any decision by WCL to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through the WCL'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. WCL will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Representative(s) prior to board approval and distribution of the draft to athletes.

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 WCL confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement 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 Wrestling Canada Lutte
in the presence of:

Signature of Witness

Signature of WCL Representative

Name of Witness

WRESTLING CANADA LUTTE
Authorized Representative

Occupation of Witness

Signed by _____ (athlete name)
in the presence of:

Signature of Witness

Signature of Athlete

Name of Witness

[ATHLETE NAME]

Occupation of Witness