



CARDED ATHLETE AGREEMENT (2015-2016)

May 2015

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WRESTLING CANADA LUTTE
CARDED ATHLETE AGREEMENT

BETWEEN:

WRESTLING CANADA LUTTE (“WCL”)

and

_____ (“Athlete”)

WHEREAS WCL is recognized by United World Wrestling (“UWW”), Sport Canada and the Canadian Olympic Committee (“COC”) as the sole National Sport Organization governing the sport of Olympic Wrestling in Canada;

AND WHEREAS UWW and the COC require that WCL certify the eligibility of the Athlete to represent Canada internationally as a participant in good standing;

AND WHEREAS the Athlete wishes to participate in WCL sanctioned programs and activities;

AND WHEREAS WCL and the Athlete recognize the need to clarify the relationship between WCL and the Athlete by establishing their respective rights and obligations pursuant to this Agreement;

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 WCL and the Athlete who applies for assistance under the AAP;

NOW THEREFORE the parties agree to the following:

1 - WCL RESPONSIBILITIES

WCL Shall:

1. Organize programs and services for all national teams, major championships and games teams in accordance with the WCL approved budget;
2. Contribute to the funding of athletes participating in WCL sanctioned training and competition programs and activities in accordance with the WCL approved budget;

3. Assist the Athlete in obtaining appropriate sport science, sport medicine care and advice in accordance with the WCL approved budget;
4. Respect the confidentiality of medical or other personal information supplied by the Athlete to WCL by not sharing this information to outside parties without the prior consent of the Athlete, unless required to do so by law or in accordance with other WCL related policies;
5. Provide basic health insurance for the Athlete, as defined by the policy located on the WCL website;
6. Provide the Athlete with a National Team uniform if the Athlete is selected to be a member of a National Team;
7. Post fair and equitable WCL approved selection criteria for all national teams, major championships and games teams one (1) month before the selection or as soon as reasonably possible;
8. Provide national team, major championships and games program information to the Athlete in the form of electronic correspondence;
9. Communicate with athletes both verbally and in writing in the language of their choice (French or English);
10. Post WCL approved, AAP compliant criteria for the selection of eligible athletes to be nominated for the AAP eight (8) months before the start of the AAP eligibility cycle;
11. Nominate to Sport Canada, all eligible athletes who meet the published WCL approved, AAP compliant carding criteria;
12. Ensure that each carded Athlete adheres to WCL approved training and competition programs and activities throughout the carding cycle;
13. Inform Sport Canada if a carded Athlete fails to honour his / her APP commitments, retires or withdraws from the AAP;
14. Ensure athlete involvement in the form of an athlete's representative who shall sit as a voting member on the High Performance Committee and the Board of Directors;
15. Provide an appeal and grievance and discipline procedure that is in conformity with the principles of natural justice and procedural fairness which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with WCL, *other than those related to the AAP*, and post the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete.
16. AAP related disputes must follow the Appeal Policy as outlined within the Sport Canada Athlete Assistance Program Policies and Procedures.

2 - ATHLETE RESPONSIBILITIES

The Athlete shall:

1. Pay an annual carded athlete administration fee of \$150 to WCL upon submission of this signed Agreement;
2. Maintain his / her status as a member in good standing of a WCL approved training centre, and promptly pay any outstanding athlete fees and national team levies as approved by WCL;
3. Notify WCL and Sport Canada within 7 days of a change in contact information, including mailing address, telephone or email address;
4. Submit to WCL any and all requested contact information including biographical information for administration and promotional purposes;
5. As a registered participant of WCL and as a member of any respective national team, major championships and games team, behave in a courteous and respectful manner and adhere at all times to WCL's code of conduct or similar document;
6. Respect and abide by the Canadian Anti-Doping Program ("CADP") as administered by the Canadian Centre for Ethics in Sport ("CCES");
 - a. Avoid the use of banned substances that contravene the rules of the International Olympic Committee ("IOC"), the rules of United World Wrestling and the Canadian Policy on Doping in Sport;
 - b. Submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping-control testing when requested by WCL, the CCES or other authorities designated to do so;
 - c. Avoid the possession of anabolic drugs and neither supply drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices;
 - d. Participate, if asked by WCL to do so, in any Doping Control / Education Program developed by WCL in cooperation with Sport Canada and the CCES;
 - e. Adhere to any CCES responsibilities as determined by his / her respective athlete pool designation;
7. Complete any and all CCES required online anti-doping education training, including 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;

8. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
9. Under the supervision of an approved WCL training centre coach(es), adhere to WCL approved training and competition programs throughout the carding cycle, including any sport science, sport medicine assessment and testing. Failure to adhere to these programs may result in the Athlete having his / her carded status withdrawn by Sport Canada, and / or removal from any national teams, major championships and games teams;
10. Notify WCL in writing of any injury or other legitimate reason that may prevent him / her from participating in WCL approved training and competition programs and activities;
11. Provide pertinent medical information to WCL's medical and office staff as requested;
12. Communicate regularly with WCL through the National Coaches and the High Performance Manager;
13. Maintain and submit to the National Coaches and the High Performance Manager yearly training and competition plans including training logs, and detailed international event results upon submission of this Agreement and as requested from time to time throughout the carding cycle;
14. Wear National Team uniforms at all WCL identified national team competitions as well as any identified WCL sanctioned events, as directed by WCL;
15. Maintain his / her amateur status in accordance with Sport Canada rules and regulations;
16. Agree to cooperate reasonably with any WCL marketing and / or sponsorship requests;
17. Comply with AAP policies and procedures, including those dealing with Sport Canada AAP decisions as described in Sport Canada Athlete Assistance Program Policies and Procedures.
18. Refund any financial assistance provided if his / her carding status changes or is withdrawn;
19. Actively participate in all Sport Canada and AAP evaluation activities;
20. Actively participate in all WCL directed debriefs and evaluation activities;
21. Participate in sport-related promotional activities on behalf of the Government of Canada, as requested.
22. Comply with WCL's by-laws, rules, regulations and policies, including appeals procedures, as approved and amended from time to time.

3 - RELEASE

The Athlete:

1. Acknowledges and agrees that there are risks, dangers and hazards inherent in wrestling competition, training, preparing for and travelling to and from such activities. These risks include, but are not limited to, severe or fatal injury to the Athlete as well as a loss of or damage to property;
2. Acknowledges that he / she will be undertaking all activities pursuant to this Agreement at his / her own risk and agrees to assume all risk associated with activities pursuant to this Agreement;
3. Agrees to indemnify and hold harmless WCL and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages and expenses, which WCL may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification shall survive any termination or expiry of this Agreement.

4 - DEFAULT OF AGREEMENT

WCL and the Athlete agree that alleged breaches and disputes related to this Agreement shall be resolved as follows:

1. Where the National Team Coach, or the High Performance Manager in consultation with the Executive Director, is of the view that the Athlete is in breach of any provisions of the Agreement, the Athlete shall be notified immediately in writing;
2. The written notification will include the alleged breach and where applicable, indicate the steps and timelines to be taken to remedy the situation, as well as the consequences of failing to remedy the situation;
3. Disciplinary actions for breaching the Agreement may include:
 - a. a reprimand;
 - b. suspension from any WCL sanctioned activities;
 - c. suspension or dismissal from any WCL national team, major championships and games teams;
 - d. recommendation of withdrawal of carding support to Sport Canada;
 - e. any other sanctions as determined by the Discipline Committee;
4. Any disputes or decisions related to an alleged breach of this Agreement may be addressed through WCL's Grievance Procedures or similarly amended and approved document.

5 - GENERAL

1. This Agreement has been entered into in the Province of Ontario and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the Province of Ontario.
2. The term of this agreement shall be from May 1st, 2015 through to April 30th, 2016.

WRESTLING CANADA LUTTE

Executive Director
(I have the authority to bind the Corporation)

High Performance Manager

Date

ATHLETE

Athlete Signature

Witness

Date