

**ATHLETE AGREEMENT**

You are receiving this agreement in the capacity of (please check appropriate box)

- Senior National Team Member**                       **AAP Card**
- Junior National Team Member**                       **AAP Card**
- Travel Team Member (Select:  Junior or  Senior)**

**THIS AGREEMENT MADE** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**B E T W E E N:**

**CANADIAN AMATEUR DIVING ASSOCIATION INC.**, a corporation incorporated under the laws of Canada, having its head office in the City of Ottawa, in the Province of Ontario

(hereinafter called "CADA")

**OF THE FIRST PART;**

-and-

\_\_\_\_\_ (athlete's name)  
of the City of \_\_\_\_\_  
in the Province of \_\_\_\_\_

(hereinafter called the "Athlete")

**OF THE SECOND PART.**

**WHEREAS:**

1. CADA is recognized by the Aquatic Federation of Canada ("AFC"), the Federation Internationale de Natation ("FINA") and Sport Canada as the sole National Federation governing competitive diving in Canada.
2. FINA requires CADA to certify the eligibility of the Athlete to compete in international competitions.
3. Sport Canada requires that the respective rights and obligations of CADA and the Athlete be agreed to in writing as a precondition to the granting of any financial assistance pursuant to the Athlete Assistance Program (the "AAP") should the Athlete become eligible for carding assistance.
4. The Athlete wishes to be an active competitor in CADA-sanctioned events with his or her rights and obligations clearly defined.
5. CADA recognizes the need to clarify the relationship between CADA and the Athlete by establishing their respective rights and obligations.

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**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual terms, provisions and covenants herein contained, the parties hereto agree as follows:

**1. CADA OBLIGATIONS**

In addition to its other obligations and subject to CADA's priorities, as established from time to time and in accordance with its funding constraints, CADA shall:

- (a) select, organize and operate national team programs consisting of athletes, coaches and other necessary support staff (the "Senior National Team, the Junior National Team or the Travel Team") and, in connection therewith, provide the Athlete with the opportunity to participate in national and international competitions and receive outfitting and other equipment in accordance with CADA sponsorship agreements;
- (b) publish and distribute to the Athlete as soon as practical a tentative outline for the following year's competitive season, specifics of which will not be available until factors including but not limited to budget and international calendar are established. Said outline will be ratified by the national team coaches by no later than the CADA annual general meeting held each fall;
- (c) publish selection criteria at least two (2) months before the selection for any particular team;
- (d) announce the team members for all international events as soon as practical following such selection competition;
- (e) provide funding for qualified athletes, coaches and other support staff to designated national and international competitions in accordance with budget and selection criteria;
- (f) provide coaches with the criteria for the selection of athletes to the AAP as soon as practical prior to the commencement of the AAP eligibility period;
- (g) nominate all athletes eligible for the AAP and thereafter make available to these athletes information regarding the benefits to which they are entitled to under the AAP; and for those junior athletes eligible under the Diving Canada carding program and not under the AAP, make available information regarding benefits to which they are entitled;
- (h) provide accident insurance for Athletes while participating in a diving competition outside Canada which is funded by CADA and while travelling directly to or from such event subject to the limitations and conditions of the insurer, in accordance with CADA's Insurance Policy as published in the 2010 Athlete's Manual;
- (i) assist the Athlete when involved in National Team activities to obtain quality medical care upon request of the Athlete;
- (j) provide necessary information to the Athlete, including a copy of the banned substances list from the International Olympic Committee ("IOC"), the World Anti-Doping Agency ("WADA"), and Canadian Centre for Ethics in Sport ("CCES") along with updates and the eligibility rules of the IOC, FINA, COC, AFC or CADA;

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- (k) provide to the Athlete, in the form of written correspondence, other information on a regular basis, including details regarding international competitions to which the Athlete has been selected;
- (l)
  1. Provide a grievance procedure in accordance with CADA's Guidelines for Disciplinary Action and Grievance Procedure as published in the 2010 Athlete's Manual and
  2. a hearing and appeal procedure that is in conformity with the generally accepted principles of natural justice and procedural fairness in accordance with the procedures set forth in CADA's Appeals Policy as published in the 2010 Athlete's Manual, and
  3. include access to an independent arbitration process with respect to any dispute the Athlete may have with the NSO, through the Sport Dispute Resolution Centre of Canada (SDRCC);
- (m) communicate with athletes both orally and in writing in the language of their choice (French or English);
- (n) provide for a representative selected by the athletes to sit as a voting member of the relevant decision-making body of the NSO.

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

The Athlete covenants and agrees to abide by all policies and directions of CADA as set out in the Agreement, as the same may be amended from time to time and, without limiting the generality of the foregoing, the Athlete specifically covenants and agrees as follows:

- (a) subject to written resignation, to remain a member of CADA in good standing during the term of this Agreement;
- (b) Senior National Team member - to follow a recognized training program with no more than two consecutive months off from training (subject to properly documented injuries or illness) that is designed to permit the Athlete to achieve competitive excellence as agreed to with the Athlete's personal coach.  
Junior National Team Member – Work in collaboration with Diving Canada representatives to establish individual training and competitive program, agree to period training assessments and monitoring, and maintain a training log to be made available to Diving Canada upon request , and provide Diving Canada with pre-season, mid-season and end of season reports (templates to be provided);
- (c) to abide by the injury and illness reporting policy as set out in CADA's Injury and Illness Report Policy as published in the 2010 Athlete's Manual (failure to abide by such policy shall be considered a default of this Agreement);
- (d) to participate and compete to the best of the Athlete's abilities at all competitions funded by CADA and to advise CADA immediately, of any reason that may prevent the Athlete from so participating, including the reporting of any injury or illness in accordance with the Injury and Illness Reporting Policy;

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- (e) to reimburse CADA for all costs incurred by CADA on behalf of the Athlete for any competitions to which the Athlete travels at the expense of CADA and at which the Athlete cannot compete or at which his/her performance may be inhibited because of a limiting injury that has not been reported in accordance with the Injury and Illness Reporting Policy, and in accordance with the selection criteria for that competition, unless a medical clearance letter has been delivered to the National Office with respect to such injury prior to departure;
- (f) to participate in each of the National Diving Championships (Senior or Junior depending on age category) and in National Team or junior training camps as required (the “mandatory events”), during the term of this Agreement unless:
  - i) application to be excused made at least forty-five (45) days in advance to the High Performance Director and the High Performance director has communicated acceptance of the reasoning for non-attendance in writing or,
  - ii) the Athlete is injured or ill and has complied with the Injury and Illness Reporting Policy.If the Athlete does not compete in the mandatory events, the Athlete shall not be eligible for international competitions funded by CADA without the approval of the High Performance Director, which shall be applied for by written request from the Athlete or the Athlete's personal coach;
- (g) fully comply with the Trip/Event policies set out in the 2010 Athlete’s Manual;
- (h) to abide by the CADA Code of Conduct and Discipline Policies set out in the 2010 Athlete’s Manual;
- (i) to respect the authority of those persons designated by CADA in the trip/event policies outlined in the National Team Trip/Event Policy in their enforcement of the trip/event policies, the Code of Conduct and the provisions of this Agreement;
- (j) avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
- (k) to avoid the use of banned substances and methods in contravention of the rules of the IOC, WADA, FINA and CCES as same may be amended from time to time and, in accordance with CADA policies in effect from time to time, to submit to announced and unannounced doping control tests upon request by CADA, FINA, WADA, CCES or other authority so designated by CADA;
- (l) to avoid possession of anabolic drugs, and not supply such drugs directly or indirectly to others, encourage their use, nor condone the use of these substances by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices;
- (m) 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 the NSO, FINA, WADA, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;

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- (n) to participate as may be reasonably requested by CADA in any Doping Control/Education Program and to ensure timely completion of Athlete Location Forms and Therapeutic Use Exemption Forms as may be required by CCES, FINA and/or WADA. Athletes will also abide by the CADA Doping Policy, as set out in the 2010 Athlete's Manual;
- (o) to participate as a representative of the National Team in marketing and promotional activities that may take place from time to time and as may be reasonably requested by CADA, and to lend the Athlete's name to CADA sponsorship initiatives that do not contravene any existing personal sponsorship relationships the athlete may have;
- (p) participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. The NSO 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 athlete per year;
- (q) to avoid participating in all competitions where Federal Government sport policy (and the policies of CADA) have determined that such participation is not permitted;
- (r) AAP athletes - 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 provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation;
- (s) to abide by the FINA Regulations, Rules GR 1-GR 8 so as to avoid the loss of eligibility to compete and to do no act or omit to do any act which would result in the loss of such eligibility prior to the Athlete's voluntary retirement from the sport of diving, including ensuring that CADA endorses all personal endorsement, sponsorship and commercial contracts;
- (t) to comply with CADA Athlete Sponsorship Policy set out in the 2010 Athlete's Manual;
- (u) AAP Athlete – at the earliest possible date, notify CADA in writing of the Athlete's intention to retire in order that CADA may advise Sport Canada to cease AAP payments. Any AAP payments received after an Athlete has ceased training must be refunded. Failure to notify CADA of retirement prior to unauthorized payments being made could result in collection action being initiated by Sport Canada or CADA and the withholding of funds otherwise due to the Athlete;
- (v) to abide by the CADA Clothing Policy set out in the 2010 Athlete's Manual;
- (w) to show a commitment to diving in the Synchronized Diving events when requested. This will include identifying suitable synchro partners, working on strategies to enhance ability to compete in synchro diving, remaining flexible to alternate synchro partners when and where required and competing in synchro events when traveling with the Canadian Team.

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**3. DISCIPLINE**

The Athlete acknowledges and agrees that CADA shall have the right to administer reasonable disciplinary measures to the Athlete as CADA may see fit, acting reasonably and consistent with the terms of this Agreement for any breaches by the Athlete of the Athlete's obligations under this Agreement and the policies referred to herein, including the Guidelines for Disciplinary Action and Grievance Procedure, that has been established for all disciplinary actions and the Appeals Process. The Athlete hereby further agrees to utilize and exhaust the grievance and appeal procedures as set out in the said Policy prior to having recourse to the court of law. Please refer to the CADA Discipline Policy and Code of Conduct.

**4. ATHLETE DECLARATION**

I hereby declare that I undertake to fulfill all commitments and responsibilities outlined in the Athlete/NSO Agreement.

AAP athletes – I hereby declare that in return for any financial assistance provided by the Sport Canada Athletes Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet, Athlete Assistance Program Policies, Procedures and Guidelines and my Athlete/NSO Agreement. I agree to refund any assistance provided to me, payable to the Receiver General of Canada, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

**5. LICENSE**

The Athlete hereby grants to CADA the right to the use of the Athlete's name, likeness, photograph, image, sketch, voice, video taped image and/or voice, televised image and/or voice, radio broadcast, signature endorsement and performance records (hereinafter called the "Personal Identification") for promotional purposes of CADA and for the purpose of raising revenue to support CADA's objectives. CADA shall have the right to grant and assign its rights to the Personal Identification to such persons, corporation or parties as CADA shall determine provided that the granting or assignment of such rights shall be for the purpose of providing financial support to CADA. The Athlete agrees to co-operate with CADA and assist CADA in fulfilling any obligations it may incur as a result of such grant or assignment of the rights in the Personal Identification and without limiting the generality of the foregoing the Athlete agrees:

- (a) to make promotional appearances at all reasonable times directed by CADA;
- (b) at the expense of CADA, to participate in such reasonable number of promotional or fund-raising activities and to attend such photographic, television or radio production sessions as may be requested by CADA which do not unduly interfere with the Athlete's training, competitive schedule or other pre-existing commitments;

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- (c) to conform with CADA's policy on advertising and promotional rights which allow CADA the use of the Athlete's image while in National Team uniform and normally in the company of at least two other national team members for promotional or fund-raising purposes provided there is no individualized endorsement of a corporation without negotiating a fee with the Athlete, and provided there is no implied endorsement of the corporation to which the Athlete reasonably objects;
- (d) that CADA has no rights to market the Athlete except with the Athlete's express consent.

**5. WAIVER OF LIABILITY**

It is understood and agreed that CADA shall not be liable for injury, death or loss occasioned by the Athlete, howsoever caused whether such injury, death or damage or loss of property is occasioned by the Athlete while traveling as a representative of the National Team, engaged in any team training or competition or any other time whatsoever.

It is further understood and agreed that CADA shall not be responsible for any actions, costs, losses, damages or expenses arising out of the acts or omissions of the Athlete while the Athlete is travelling as a representative of the National Team or engaged in any team training or competition or at any other time whatsoever and the Athlete hereby agrees to indemnify and hold harmless CADA from any claims, actions, demands or expenses in respect of such loss, damage or expenses.

**6. DEFAULT OF AGREEMENT**

- (a) In the event of a default of a party of any obligation under this Agreement the non-defaulting party shall: (i) forthwith notify the defaulting party of the alleged default; (ii) indicate the steps to be taken by the defaulting party to remedy the situation; (iii) give to the defaulting party a reasonable period of time within which such corrective measures shall be taken; and (iv) outline the action to be taken in the event the default is not remedied within the reasonable period of time.
- (b) Where notice of default has been provided to a party and the party receiving notice disagrees with the notice of default or the remedy outlined or the reasonableness of the time period, then such party may, within thirty (30) days, file a complaint which shall proceed through the Appeals and Hearing procedure set out in the Appeals Process.
- (c) Each party hereby agrees to accept full responsibility for any and all costs incurred by the non-defaulting party in respect to any disciplinary action taken by a non-defaulting party as a result of the breach of this Agreement by a party.
- (d) The failure of CADA to insist upon the strict performance by the Athlete of any of the agreements, terms, covenants and conditions contained herein shall not be deemed a waiver of any rights of CADA to discipline the Athlete for any subsequent breaches or defaults of this Agreement. If any term of this Agreement or the application thereof to any person or

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**CONSENT FOR ATHLETES UNDER 18 YEARS OF AGE**

The undersigned parent, (or legal guardian of the Athlete), hereby acknowledges having read and approved the foregoing Agreement on behalf of the Athlete, and having explained the provisions to the Athlete. The undersigned further agrees, for good and valuable consideration, not to make any claim or demand against the Canadian Amateur Diving Association Inc. ("CADA"), and the undersigned hereby releases CADA from all claims or causes of action of any kind whatsoever arising out of or in any way connected with the Athlete's participation in National Team activities at the senior or junior level.

Name of Athlete

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Parent or Legal Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please initialize