ATHLETE ASSISTANCE PROGRAM (AAP)

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ATHLETE AGREEMENT

THIS AGREEMENT is made as of the ___ day of ____________, 2017 (the “Effective Date”).

BETWEEN:

____________________ (Name) residing at ____________________

____________________

(the “Athlete”)

AND:

ATHLETICS CANADA, a registered Canadian amateur athletic association having its registered office at Suite B-1 - 110, 2445 St. Laurent Blvd. Ottawa ON K1G 6C3

(“AC” or “NSO”)

BACKGROUND INFORMATION

A. The NSO is recognized by the International Association of Athletics Federations (“IAAF”), International Paralympic Committee (“IPC”), Canadian Olympic Committee (“COC”), Canadian Paralympic Committee (“CPC”), and the Government of Canada as the national governing body for the sport of Athletics.

B. The NSO’s vision is to provide world leading programs and services in athletics and to be recognized domestically and internationally for its commitment to: (a) providing a positive experience through sport which develops physical literacy and a love of athletics; (b) systematically developing world class athletes who achieve podium success internationally; and (c) providing opportunities for participants to remain active and competitive through all stages of life.

C. The Athlete has exceptional and unique knowledge, skill and ability in the sport of Athletics 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 IAAF, International Olympic Committee (“IOC”), IPC, Canadian Centre for Ethics in Sport (“CCES”) and the World Anti-doping Agency (“WADA”), as applicable.

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 as of the Effective Date until September 30, 2018 (the “Effective Period”).

2. The Athlete is a member of the National Team (as defined below) for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in this Section 3 are integral to the Athlete and NSO relationship and are contained as Schedules to this Agreement. The NSO agrees to make these available to the athlete, either online or in hardcopy, and the Athlete agrees to follow these policies:

   Schedule “A” – AC Anti-Doping Declaration;
   Schedule “B” – Rule 129 – Code of Conduct and Ethics;
   Schedule “C” – CCES CADP Acknowledgement Form; and
   Schedule “D” – Rule 140 - Commissioner’s Office.

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;

   “Athletes’ Council” means a group of athlete representatives, usually from diverse genders, disciplines and classifications, governed by written terms and appointed by the Athlete Directors to meet, discuss and communicate positions and feedback representing all athletes in the sport governed by the NSO;

   “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;

   “Athlete Director(s)” means the athlete or athletes elected to act as a representative of all athletes within the sport governed by the NSO at decision-making bodies such as the NSO’s Board of Directors and the NSO’s committees;
“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;

“Athletics” means a collection of sporting events that involve competitive running, jumping, throwing, race walking and wheelchair events covering able-bodied and para athletes;

“Assumed Risk” has the meaning ascribed to it in Section 32 of this Agreement;

“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;

“CAIP” means the Canadian Athlete Insurance Plan;

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

“CGF” means Commonwealth Games Federation;

“COC” means the Canadian Olympic Committee;

“Commissioner’s Office” has the meaning ascribed to it in Section 24;

“CPC” means the Canadian Paralympic Committee;

“Default Notice” has the meaning ascribed to it in Section 25(a);

“Designated Contact” means a staff person designated by the NSO as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

“Effective Period” has the meaning ascribed to it in Section 1;

“FISU” means the Federation international du sport universitaire;

“HPD” means High Performance Director;

“HPP” means High Performance Program;

“IAAF” means the International Association of Athletics Federations, which is the international federation for the sport of Athletics;

“International Federations” means the IAAF, IPC, IOC, CGF and FISU;

“IOC” means the International Olympic Committee;

“IPC” means the International Paralympic Committee;

“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 National Team” means the athletes, coaches and necessary support staff selected to form a Canadian team for an Olympic, Paralympic, Commonwealth Games, Pan or Parapan American Games, FISU, World Championship National Team and any other National Team as determined by the NSO, including but not limited to, IAAF World Race Walking Team Championships and IAAF World Cross Country Championships;

“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 Athletics 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 in plain clothes, non-competition environments used in any media whatsoever (print, video, digital, social, etc.);

“National Team” means the athletes, coaches and necessary support staff selected to form a Canadian team for an international event, including Major Games National Teams, but is not limited to athletes receiving AAP;

“National Team Gear” has the meaning ascribed to it in Section 7(a) of this Agreement;

“NSO Sponsor” means any entity, whether characterized by 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;

“Performance Limiting Injury” is an injury or illness that is likely to prevent the Athlete from competing at their normal level within seven (7) days, has already caused the Athlete to miss a planned competition, or is likely to cause, or has already caused, the Athlete to modify training for seven (7) days;

“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;

“Regular Training Report” has the meaning ascribed to it in Section 9(c) of this Agreement;

“Required Modifications” has the meaning ascribed to it in Section 7(b) of this Agreement;

“Team Uniform” means uniform provided by the NSO or through an NSO Sponsor;
“SDRCC” means the Sport Dispute Resolution Center of Canada; and

“WADA” means the World Anti-Doping Agency.

OBLIGATIONS

Team Selection & Eligibility

5. The NSO will:

(a) organize, select and operate teams of athletes, coaches and other necessary support staff (a “National Team”) National Teams to represent Canada in the sport of Athletics throughout the world;

(b) publish team selection and eligibility criteria for all National Teams at least three (3) months before the selection of a particular National Team, provided that the NSO has all necessary information;

(c) publish team selection and eligibility criteria for Major Games National Teams at least six (6) months before the selection of a Major Games National Team, provided that the NSO has all necessary information;

(d) communicate the team selection and eligibility criteria by posting it online at: http://athletics.ca/national-team/criteria/, and publish this link in the usual communications of the NSO (for example, by press release and social media);

(e) post all NSO policies, rules and regulations at: http://athletics.ca/federation/governance/policies-rules-laws/;

(f) publish any changes to its rules and regulations through the usual communications of the NSO (for example, by press release and social media);

(g) 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;

(h) notify athletes who have declared for a National Team event individually of selection or non-selection and provide reasons; and

(i) protect the Athlete’s eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of the NSO and the International Federations.

6. The Athlete:

(a) warrants that he or she is a Canadian citizen, or is otherwise eligible to compete representing the NSO and Canada, and if the Athlete’s status changes, the Athlete will immediately inform the Designated Contact of such a change;

(b) will 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://athletics.ca/federation/governance/policies-rules-laws/;
(c) will be aware of and comply with all eligibility requirements of the NSO and the International Federations, as applicable; and

(d) will notify the Designated Contact immediately of any circumstance which may affect their eligibility, for example, a Performance Limiting Injury or other legitimate reason that will prevent the Athlete from performing any requirements under this Agreement.

Uniforms

7. The NSO will:

(a) provide equipment, uniforms and official team clothing for National Team events or designate such items to be provided by an NSO Sponsor (the “National Team Gear”);

(b) make available a list of National Team Gear items one (1) month prior to the selection of a National Team event; and

(c) pay for and modify National Team Gear, if the parties agree a modification is required, to accommodate a reasonable need of an athlete whose physical structure does not match that of the standard National Team Gear sizing range, including but not limited to, an athlete that is much larger than the largest offered size or an athlete with an amputation or similar physical composition who requires tailoring of sleeves or pant legs length (the “Required Modifications”). Athletes must inform the NSO of their specific requirements at least one (1) month prior to a final selection date for a particular National Team event.

8. The Athlete will:

(a) wear and/or use the National Team Gear as a member of a National Team, as follows:

   (i) during travel, if adequate quantity is provided;
   (ii) during warm-up and competition;
   (iii) during opening, closing and award ceremonies; and
   (iv) during promotional appearances, in a non-commercial capacity, and press conference, as applicable.

(b) communicate any Required Modifications to the Designated Contact at least one (1) month prior to the final selection date of a National Team event.

Training and Competition

9. The HPD, on behalf of the NSO, may:

(a) appoint a “performance contact” for the athlete, which may be any one of the following persons: the HPD, a coach or staff member employed by the NSO, or a National Team coach (the “Performance Contact”);

(b) request, at any time during the Effective Period, that the Athlete provide the Performance Contact within one (1) month of that request an individualized training plan and/or competition plan (the “Yearly Training Plan”), and if there are any aspects of the Yearly Training Plan, or changes to the Yearly Training Plan, that the
Performance Contact and/or the HPD do not approve of, the HPD will inform the athlete within one (1) month of receipt of the Yearly Training Plan;

(c) request that the Athlete provide on a regular basis a progress report in the form and the frequency agreed upon by the Performance Contact, the Athlete and the Athlete’s personal coach (the “Regular Training Report”), and unless specifically requested by the HPD, the frequency of the Regular Training Report will be no more than once a week but not less than once a month; and

(d) not unreasonably withhold, nor the Performance Contact unreasonably withhold, as the case may be, approval of the Yearly Training Plan made by the Athlete and/or the Athlete’s personal coach.

10. The Athlete will:

(a) provide the Performance Contact with the Yearly Training Plan within one (1) month of receipt of a request;

(b) subject to Section 9(b) of this Agreement, change or revise the Yearly Training Plan in accordance with the comments received from the HPD;

(c) communicate to the Performance Contact of any significant changes to the Yearly Training Plan, including any Performance Limiting Injury or any other events that may have a significant impact to the previously agreed Yearly Training Plan;

(d) demonstrate commitment to the Yearly Training Plan;

(e) subject to Section 9(c), provide the Performance Contact with the Regular Training Report, as requested; and

(f) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.

11. If the Athlete has AAP status and fails to submit the Yearly Training Plan or Regular Training Report as and when required, or fails to take account of the HPD’s approval of the plan, the Athlete may, per Sport Canada policy, have their AAP status withdrawn with due process.

Information and Privacy

12. The NSO:

(a) may collect Personal Information from the Athlete;

(b) will protect all Personal Information gathered in relation to the Athlete; and

(c) will not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by applicable law.

13. The Athlete:

(a) will provide the NSO with any Personal Information required to confirm the eligibility of the Athlete; and
(b) will provide the NSO with Personal 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.

Communication

14. The NSO will:

(a) assign a staff person (AAP_Contact@athletics.ca) as the designated contact for the Athlete (the “Designated Contact”);

(b) ensure that the Designated Contact, or an alternate NSO staff person, is available for communication each Business Day;

(c) communicate both orally and in writing in the official Canadian language of the Athlete’s choice;

(d) 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; and

(e) meet any deadlines for responding provided they have been mutually agreed upon by the parties.

15. The Athlete will:

(a) provide the NSO with an up-to-date email address that accepts file attachments and that the Athlete will check each Business Day, as the circumstances permit;

(b) provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose; and

(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.

Medical and Injury

16. The NSO will assist the Athlete in maintaining health or returning to health, relevant for high level sports performance.

17. 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, the NSO will make every effort to contact the Athlete’s Emergency Contact prior to medical treatment being initiated. 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.

18. In the event of a Performance Limiting Injury, the Athlete will:

(a) notify the Designated Contact at AAP_Contact@athletics.ca, the assigned Performance Contact (as applicable) and the NSO IST staff at Injury_Illness_Updates@athletics.ca within 48 hours, or as soon as possible thereafter; and
(b) follow a recovery and rehabilitation program for the Performance Limiting Injury, approved by the Athlete’s personal coach, the Athlete’s personal IST, the HPD or his delegate, and a member of the NSO’s IST, to ensure return to training and/or competition in a safe and timely manner.

**Anti-Doping**

19. The NSO will:

   (a) ensure that the Athlete receives communications from the WADA, CCES, IAAF, IOC, IPC, or other bodies, as applicable, 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, 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.

20. The Athlete will:

   (a) comply with the anti-doping rules of WADA, CCES, IAAF, IOC and IPC, including submitting to announced and unannounced doping control testing when required by the IAAF, CCES, WADA or any other agency authorized to conduct testing;

   (b) complete the CCES online anti-doping education program’s 2 courses “True Sport Clean and Sport Canada’s Athlete Assistance Program at the beginning of each new carding cycle. Failure to do so will result in AAP payments being kept on hold until requirement is met.

   (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, or any other medical professional sanctioned by their designated professional body;

   (f) not use banned substances that contravene the rules of the IAAF, IOC, IPC, WADA, or the CCES; and

   (g) not supply banned substances to others, directly or indirectly, nor encourage or condone the use of banned substances, for example by knowingly aiding in any effort to avoid detection.
ATHLETE ASSISTANCE PROGRAM (AAP)

21. The NSO will:

(a) publish criteria for the selection of athletes to the AAP at least six (6) months prior to the start of a new AAP cycle; and

(b) ensure all athletes accepted by Sport Canada for AAP receive all the benefits to which they are entitled under the AAP.

22. 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: www.pch.gc.ca/sportcanada;

(c) actively participate in all Sport Canada program evaluation activities, including any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister’s behalf; 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 effective date of retirement of the Athlete.

23. 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

24. The Athlete and the NSO agree to discuss and seek resolution of any issue or dispute between the parties. Any dispute between the Athlete and the NSO that remains unresolved that relates to selection, eligibility, carding and discipline, including matters related to the Code of Conduct and Ethics (Rule 129 of the Rules and Bylaws of the NSO as set out in Schedule “B”), is to be referred to the independent commissioner of the NSO, pursuant to Rule 140 of the Rules and Bylaws of the NSO, as set out in Schedule “D” (the “Commissioner’s Office”).

25. 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) to notify the other party in writing of the particulars of the alleged default of this Agreement (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 process for resolving the dispute through the Commissioner’s Office is described in Schedule “D”.

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ATHLETICS CANADA
AAP ATHLETE AGREEMENT
26. 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 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 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.

NOTICE

27. Any notice required or permitted to be given to the NSO 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 the NSO at 2141 Thurston Dr, Suite 105, Ottawa, ON K2G 6C9 or delivery by email on the date the email is sent to the Designated Contact (AAP Contact@athletics.ca).

28. Any notice required or permitted to be given to the Athlete by the NSO 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 the Athlete’s address, as set out on page 2 of this Agreement, or delivery by email on the date the email is sent to the email address provided by the Athlete.

INSURANCE

29. The NSO will provide the Athlete with the option of enrolment in the Canadian Athlete Insurance Plan (“CAIP”).

30. The Athlete will confirm his/her enrolment in CAIP with the Designated Contact at the start of the Effective Period and by December 1 at the latest.

31. The Athlete and NSO acknowledge that the NSO will pay for coverage under CAIP, as follows:

   (a) Gold level coverage - Senior 1 and Senior 2;
   (b) Silver level coverage - Senior and C-1; and
   (c) Bronze level coverage – Development.

   The Athlete may contact the Designated Contact to upgrade his/her level of coverage under CAIP, as applicable, but such upgrade is at the athlete’s own expense.

ASSUMPTION OF RISK

32. 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.
TERMINATION

33. 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 under this Agreement, including payments under the AAP.

34. The NSO may terminate this Agreement, subject to Section 35, by providing written notice, prior to its scheduled expiry if the Athlete:

(a) breaches any terms of this Agreement;

(b) 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;

(c) has been convicted of a serious criminal offense (as defined in Rule 129 of the Rules and Bylaws of the NSO);

(d) has become ineligible to represent the NSO; or

(e) has retired from competition.

35. Any decision by the NSO to terminate this Agreement prior to expiry of the Effective Period may be appealed by the Athlete through the NSO’s Appeal Policy, as set out in Schedule “D”.

GOVERNING LAW

36. 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

37. The NSO will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Director(s) prior to board approval and distribution of the draft to athletes.

38. 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.

39. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
40. The Athlete and NSO 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.

41. This Agreement may be executed in any number of counterparts, each of which when delivered, either in original or in electronic form, shall be deemed to be an original and all of which together shall constitute on and the same document.

[Signature page follows.]
IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

ATHLETICS CANADA

Name: Rob Guy
Title: Chief Executive Officer

ATHLETE:

By: ______________________________
Name: _________________________

Signed by _______________________
in the presence of: ____________________________

Signature of Witness

______________________________
Name of Witness

______________________________
Occupation of Witness
SCHEDULE “A”

AC Anti-Doping Declaration

1. In consideration of being selected as a member of Athletics Canada National Team (see below), I agree to be bound by all the rules applicable to Athletics Canada National Team Members as determined by Sport Canada and Athletics Canada. I further agree to participate in, and be subject to the Athletics Canada adopted Canadian Anti-Doping Program. I will provide a urine sample or any other requested samples, as required, within the specified time frames and acknowledge that failure to do so will result in suspension from competition in accordance with International Association of Athletic Federations or International Paralympic Committee and Athletics Canada Doping Control Policies.

2. As required under the Canadian Anti-Doping Program (CADP), I agree to submit detailed whereabouts to the CCES (and IAAF/IPC if applicable) on a quarterly basis – if selected as a member of the respective Registered Testing Pool.

3. I agree to be bound by the terms of this contract for the duration of the Athlete Agreement and for a period of eighteen (18) months following the expiry of the Athlete Agreement.

4. All athletes requiring the use of prohibited substances (as found in the CADP) must apply for a Therapeutic Use Exemption through the CCES and IAAF/IPC. For more information on this process, please contact the CCES (www.cces.ca) or Athletics Canada’s National Team Unit. Therapeutic Use Exemptions must be obtained prior to participation on a National Team. Failure to follow this process can result in de-selection from the National Team.

5. I agree to notify Athletics Canada upon retirement from athletics and understand that I am bound to the Canadian Anti-Doping Program for 18 months after my official notification of retirement. The retirement notification form is available by contacting the Designated Contact or CCES.

6. Subject to Section VI – 271 of the AC Rules and Bylaws, I understand that an automatic provisional suspension will be put into effect for any athlete who receives a notification, after initial review, of an adverse analytical finding, as per section 7.3 of the Canadian Anti-Doping Program, except where the proposed sanction is a warning or a reprimand.

7. For the purpose of this policy, National Team athletes include:

   (a) All nationally carded athletes, so long as they remain carded.

   (b) All athletes of a National Team – from when the team is announced until the completion of the event.

   (c) Athletes receiving direct or indirect financial assistance from Athletics Canada.

   (d) All athletes attending a national training camp or other national program – for the duration of the training camp or national program.

8. Complete information on the Canadian Anti-Doping Program (CADP), and a list of substances may be found by visiting the CCES website: www.cces.ca. Please note that the CADP and related substance lists may be updated and changed from time to time. Please be sure to contact the CCES prior to taking any substances.
SCHEDULE “B”

Rule 129 – Code of Conduct and Ethics (“Member Conduct Policy”)

The Member Conduct Policy applies to all members of Athletics Canada (“Members”), where Members are defined to include coaches, event group leaders, officials, athletes, team managers and team staff, meet and race directors, administrators, volunteers, staff and contractors of Athletics Canada. This Member Conduct Policy applies to the conduct of Members at any Athletics Canada activities, programs and events.

Please complete the Code of Conduct form: https://athletics.ca/machform/view.php?id=86960
SCHEDULE “C”

CCES CADP Acknowledgement Form

I understand that Athletics Canada has adopted the 2015 Canadian Anti-Doping Program (CADP).

1. I specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.

2. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.

3. I acknowledge that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency’s International Standard for the Protection of Privacy and Personal Information and in accordance with the applicable laws of Canada.

4. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, I consent to having police and law enforcement agencies, border services agencies, sport organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to me that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.

By signing this form I acknowledge that I agree with and remain subject to the clauses outlined above until such a time as I am removed from the NAP.

______________________________  ______________________________
Athlete Name                                  Athlete Signature

______________________________  ______________________________
Parent/Guardian Name  Parent/Guardian Signature
(if athlete is a minor)  (if athlete is a minor)
The Appeals Policy is the appeals policy and procedures of AC, a copy of which is available on the AC website at: http://athletics.ca/wp-content/uploads/2015/02/RulesandBylawsMarch2017.pdf.