



# ORIENTEERING C A N A D A

## 2016 ATHLETE AGREEMENT

### For all High Performance Program (HPP) Athletes

**BETWEEN:** Name: \_\_\_\_\_

Hereinafter referred to as the "Athlete"

**OF THE FIRST PART**

**AND: ORIENTEERING CANADA**  
1239 Colgrove Avenue NE  
Calgary, Alberta, Canada T2E 5C3  
Fax: 403-451-1681  
Tel: 403-283-0807  
Email: hpp@orienteering.ca

**OF THE SECOND PART**

**WHEREAS** Orienteering Canada is recognized by the International Orienteering Federation (hereinafter referred to as the "IOF") as the sole National governing organization for the sport of orienteering in Canada;

**WHEREAS** the IOF requires that Orienteering Canada certify the eligibility of the Athlete to compete;

**WHEREAS** the Athlete wishes to be an active competitor in IOF/Orienteering Canada sanctioned events with his or her rights and obligations clearly defined;

**WHEREAS** Orienteering Canada recognizes the need to clarify the relationship between Orienteering Canada and the Athlete by establishing their respective rights and obligations;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

#### **Preamble**

1. The Athlete will not be eligible to compete in these IOF/Orienteering Canada sanctioned events: World Orienteering Championships, Junior World Orienteering Championships, World Games, World University Orienteering Championships and World Cups, until they execute this Agreement. By entering into this Agreement, the Athlete is confirming their intention to participate in IOF/Orienteering Canada's sanctioned competitions and related training programs prepared and administered by Orienteering Canada, upon selection by Orienteering Canada.

#### **Orienteering Canada's Obligations**

2. Orienteering Canada will:

##### *Communication*

- a. Provide high performance information to the Athlete by email, and make available electronic copies of all relevant policies pertaining to high performance.

- b. Notify the Athlete immediately in writing of any changes to relevant policies pertaining to high performance.

#### *Selection*

- c. Organize, select, register and operate teams of Athlete(s) and team officials which will represent Canada at the World Orienteering Championships (WOC), Junior World Orienteering Championships (JWOC), and various World Cup races, in accordance with the approved budget and policies of Orienteering Canada.
- d. Publish selection criteria for the WOC, JWOC, WUOC, World Games and World Cup teams in conjunction with the athlete handbook.
- e. Provide the Athlete the opportunity to purchase the Orienteering Canada uniform.
- f. Communicate publicly the names of Athletes to whom competitive opportunities are allocated.
- g. Communicate the terms of any specific pre-competition monitoring steps that have been established for the Athlete to complete.

#### *Eligibility*

- h. With the assistance of the Athlete, certify the Athlete's eligibility to compete in IOF sanctioned events, providing the Athlete satisfies the required eligibility criteria and is not in breach of any terms of this Agreement.

#### *High Performance Program*

- i. Organize the High Performance Program (HPP) and publish the HPP handbook annually.
- j. Provide financial assistance for designated Athletes in preparation for international competitions in accordance with the budget of Orienteering Canada.
- k. Administer the High Performance Program Fund. All fundraising done on behalf of the High Performance Program (HPP) (including the junior national and senior national teams) is to be forwarded to Orienteering Canada for allocation by the High Performance Committee.
- l. Have an elected Athlete's Representative sit as a member of Orienteering Canada Board of Directors.

#### *Medical*

- m. Respect the confidentiality of medical information supplied by the Athlete to Orienteering Canada by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with Orienteering Canada's policies.

#### *Dispute Resolution*

- n. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness with respect to any dispute the Athlete may have with Orienteering Canada under the terms of this Agreement.

### **Obligations of the Athlete**

3. The Athlete will:

#### *General*

- a. Maintain status as an athlete in good standing with Orienteering Canada in accordance to the terms contained in this Agreement and Orienteering Canada's Policies. Policies may be amended from time to time.

- b. Receive and read all information pertaining to HPP supplied by Orienteering Canada.
- c. Supply Orienteering Canada with biographical information as requested, including telephone, address and email, and keep Orienteering Canada updated on any such changes.
- d. Promptly pay all dues, levies and fees as approved and assessed by Orienteering Canada.
- e. Understand that after committing to a position on any of the WOC, JWOC, WUOC, World Games or World Cups teams, the Athlete is liable for costs incurred by Orienteering Canada for the Athlete's registration and other arrangements made by Orienteering Canada, even if the Athlete is unable to attend the event for any reason.
- f. Provide regular feedback to the Athletes' Representative on issues related to HPP.
- g. Respond to communication and requests from Orienteering Canada in a timely manner.

*Policies and Conduct*

- h. Behave in a courteous and respectful manner and adhere at all times to Orienteering Canada's policies relating to conduct.
- i. Review, understand and comply with Orienteering Canada's policies, procedures, and regulations, as amended from time to time, including:
  - i. Code of Conduct and Ethics
  - ii. Social Media Policy
  - iii. Discipline and Complaints Policy
  - iv. Appeal Policy
- j. Utilize Orienteering Canada's policies for the remedy of complaints and issues, especially situations which involve the conduct or performance of Orienteering Canada volunteers or staff or coaches.

*Eligibility*

- k. Warrant that the Athlete is a Canadian citizen, or is otherwise eligible to compete for Canada according to Orienteering Canada's and/or international regulations in effect from time to time and that, if the Athlete's status changes, the Athlete will forthwith inform Orienteering Canada.
- l. Be a fully registered member in good standing of an club or provincial/territorial association that is affiliated with Orienteering Canada (this means the Athlete must register and pay all club / association registration fees on a yearly basis).

*Training/Competition*

- m. Avoid living in an environment or undertaking activities which are not conducive to high performance achievement or which pose significant risks to the Athlete's health or ability to train or compete, as determined by Orienteering Canada.
- n. Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation for a competition of any other Athlete.
- o. Commit to training consistently and well with the goal of an excellent personal performance at events including the WOC, the JWOC, the WUOC, World Games or World Cup event(s)

- p. Use best efforts to attend and compete at the Canadian Orienteering Championships and North American Orienteering Championships (in other words, prioritize attendance at the COCs and NAOCs if scheduling and finances permit)

#### *Medical and Injury*

- q. At the earliest possible date, notify Orienteering Canada of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligations under this Agreement.
- r. At the request of Orienteering Canada provide medical clearance from a physician to ensure that the Athlete is fit for competition prior to the team being selected and/or prior to the team traveling to an event.
- s. Be responsible for ascertaining proper travel medical insurance and provide proof of out of country medical insurance as requested.
- t. Participate, as may be requested by Orienteering Canada, in any sport science and medical support program as formulated by Orienteering Canada.

#### *Anti-Doping*

- u. The Athlete understands that Orienteering Canada has adopted the 2015 Canadian Anti-Doping Program (CADP).
  1. The Athlete specifically agrees that as a member of the National Athlete Pool (NAP) in orienteering the athlete is subject to the Canadian Anti-Doping Program (CADP) and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
  2. The Athletes agrees that he/she has been educated regarding the anti-doping rules and violations contained in the CADP.
  3. The Athlete acknowledges that information, including personal information about the Athlete, 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.
  4. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, the Athlete consents to having police and law enforcement agencies, border services agencies, Sport Organizations of which the Athlete is a member and sporting clubs and athletic associations to which the Athlete belongs, in Canada and elsewhere, disclose to the CCES information in their possession relating to the Athlete that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against the Athlete.

#### *Clothing and Equipment*

- v. Dress in the National Team uniform or any other official clothing, should the Athlete own the uniform, during official competition days of the Canadian Orienteering Championships (COC), North American Orienteering Championships and other IOF sanctioned events (including World Ranking Events); or as directed by Orienteering Canada. Club uniforms may be worn for all other competition and training including non-championship events during the COC week. It is understood that HPP members who do not compete at WOC, JWOC, WUOC and/or World Cups are not obligated to purchase the uniform.
- w. Not sell, loan, trade, mishandle or otherwise deface the National Team uniform without the permission of Orienteering Canada. The Athlete must have the mandatory team gear from when the uniform is delivered until November 30<sup>th</sup> of that year. If the Athlete wants to trade part of their uniform away, it must be a non-mandatory item or a duplicate item that the Athlete has

purchased. The National Team uniform may be loaned to members of the current year's WOC, JWOC, WUOC, World Cup and World Games Team if required.

- x. Refrain from wearing the National Team uniforms of any other national team when participating in any designated activities, including IOF sanctioned events, the Canadian Orienteering Championships, official marketing activities and media appearances on behalf of Orienteering Canada.

*Marketing, Sponsorship, Public Appearances and Statements*

- y. Make himself or herself available to media during training camps, special activities and following competitions; and give first priority to interview requests arranged through Orienteering Canada provided that this does not unreasonably interfere with the Athlete's training or competition program.
- z. Contribute uncompensated time and volunteer services to promote the sport of orienteering as requested by Orienteering Canada. Among other things, this contribution may consist of appearances, promotions, fundraising events, use of photographic, visual media or electronic images and other promotional activities in general support of the objects and activities of Orienteering Canada.
- aa. Refrain from making comments that could reasonably be expected to have a detrimental effect on the morale or image of Orienteering Canada, and/or other athletes.
- bb. Attend race banquets and award ceremonies where possible.
- cc. Ensure that Orienteering Canada is party to all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; this excludes any personal endorsement for the Athlete as an individual with no connection to the sport of orienteering or the National Orienteering Team.
- dd. Actively participate in fundraising efforts for the High Performance Program Fund. An Athlete may choose to fundraise for him/herself. Money raised during fundraising efforts that are billed as fundraisers for the HPP, Orienteering Canada or the national teams, must be forwarded to Orienteering Canada.
- ee. Take an active role in communication projects regarding the national team i.e. team photos, Orienteering Canada Newsletter, team thank-you letters, press conferences, national team blog postings; such activities may be reasonably requested by Orienteering Canada, where the scheduling does not unreasonably interfere with the Athlete's training, competition, employment and education.

**Endorsement, Sponsorship and Marketing**

4. The Athlete hereby:

- a. Consents to Orienteering Canada using, reproducing and distributing without charge, on a worldwide basis, in any format or media (including, but not limited to, photo, video, etc.) the Athlete's image, name, nickname, likeness or other identifiable attribute which can be linked to the Athlete (collectively referred to as "Athlete's Attributes") to promote Orienteering Canada's website, social media platforms, media guide, media kit, sponsorship, licensing, advertising, public relations, sanctioned and non-sanctioned events, youth programs and marketing programs (collectively referred to as the "Marketing Programs"). This consent will remain in effect for the duration of the Term and for a period of two years thereafter.

- b. Consents to all licensees or sponsors of Orienteering Canada using, without charge, on a worldwide basis, in any format or media, the Athlete's Attributes to promote their businesses. All use of the Athlete's Attributes by Orienteering Canada's licensees and sponsors will be defined and limited by the terms of the licensing or sponsorship agreements in effect with Orienteering Canada, except that any use of the Athlete's Attributes will not imply a testimonial or endorsement of any product without first obtaining the Athlete's authorization. This consent will remain in effect for the duration of the Term. As a form of courtesy but not intended to be binding, Orienteering Canada will use its best efforts to obtain prior approval of the Athlete prior to using or transferring these rights to a third party. The Athlete's approval will not be unreasonably withheld or delayed.
  - c. Undertakes to not enter into any contract or sponsorship venture without first obtaining Orienteering Canada's consent (the Notice). The Athlete will disclose in writing to Orienteering Canada the name of the potential sponsor, the contact person of the sponsor as well as the particular product and/or service to be endorsed. Orienteering Canada may not grant its consent if the proposed contract or venture conflicts, in the sole opinion of Orienteering Canada, with:
    - i. Any advertising or marketing agreements to which Orienteering Canada is a party;
    - ii. Any product or service endorsed or promoted by Orienteering Canada; or
    - iii. The product and/or service to be endorsed is inappropriate in the sole and absolute discretion of Orienteering Canada.
    - iv. Any product or service that may be in conflict with a potential sponsor of Orienteering Canada.
  - d. Warrants that he/she has not granted and will not grant to any person or entity during the term of this Agreement an exclusive license to use the Athlete's Attributes, which would conflict with this Agreement and/or with the Athlete's participation in Orienteering Canada's marketing programs.
  - e. Releases and saves harmless Orienteering Canada, and any sponsors of Orienteering Canada (collectively the "Indemnified Parties"), from any and all claims that the Athlete may have against the Indemnified Parties, now or in the future, arising from the use by Orienteering Canada of promotional material utilizing the Athlete's Attributes.
5. Upon receipt of the Notice (4c) to Orienteering Canada, Orienteering Canada shall have ten (10) days to decide whether or not the potential sponsor is a suitable sponsor for the Athlete to endorse. In the event Orienteering Canada decides that the potential sponsor is not a suitable sponsor, then the Athlete and/or his/her Advisor shall immediately cease all dealings and negotiations with the potential sponsor.
6. Upon execution of this Agreement, the Athlete will provide Orienteering Canada with a list of all current contracts, and will update this list upon the execution of any new contract. Only sponsors approved by Orienteering Canada will be allowed on uniforms.
7. Elements of personal sponsorship agreements must include the following:
- a. Term - all personal sponsorships should be developed for one season. State the term of the contract.
  - b. Clothing - Mention that the Athlete will obtain his/her uniform from Orienteering Canada and that the Athlete must wear Team Canada clothing as outlined in this Agreement.
  - c. Conflict of interest - Include a statement regarding conflict of interest with Orienteering Canada suppliers and that if Orienteering Canada brings on a company that conflicts with the Athlete's, the Athlete's contract will terminate following the current season.
  - d. Disclosure - All personal endorsement agreements shall comply in all respects with all applicable rules established by IOF and Orienteering Canada in the competition rules.

- e. All agreements should not interfere with the Athletes training or competition schedule and National Team obligations or appearances.
  - f. The Athlete is fully responsible for servicing and implementing the contract.
8. Orienteering Canada obligations associated with Athletes' personal sponsorship agreements:
- a. Orienteering Canada shall provide as a benefit to National Team Athletes the opportunity to utilize space on the uniform. Orienteering Canada will designate where that space will be on the uniform. Technical specifications about the size, form and the number of commercial markings on clothing are decided by the IOF.
  - b. All personal sponsor commercial marks added to the uniform will be at the Athlete's cost.
  - c. National Team Athletes are also provided with promotional space in their Athlete information on Orienteering Canada website for their personal sponsors. This space will be provided to non-conflicting sponsors only.

### **Medical Consent**

9. In the event of an emergency situation where undue delay for the purpose of obtaining consent prior to medical treatment could endanger the Athlete's life, limb, or a vital organ, Orienteering Canada or its agent (Team Leader, Coach, or other designated person) will adhere to the following procedure:
- a. Orienteering Canada or its agent will make all reasonable efforts to contact the Athlete's family, designated guardian, or other individual previously identified by the Athlete as an emergency contact, to obtain consent for medical treatment.
  - b. If such efforts are unsuccessful, or if in the opinion of a duly qualified medical practitioner immediate medical treatment is urgently required, then if the Athlete is of legal age at the time of signing this Agreement, the Athlete hereby agrees (and if the Athlete is not of legal age at the time of signing this Agreement, the Athlete's parent or legal guardian who has signed this Agreement similarly agrees) that Orienteering Canada or its agent is authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary.

### **Conduct/Discipline/Breach of this Agreement**

10. A breach by the Athlete of Orienteering Canada's Code of Conduct or Social Media Policy, or any other applicable Policy and/or this Agreement will be dealt with using the provisions of Orienteering Canada's Discipline and Complaints Policy.
11. Notwithstanding the foregoing, Orienteering Canada's Policies will not be used to resolve disputes or sanctions associated with doping infractions pursuant to the Canadian Anti-Doping Program, as amended.
12. Notwithstanding any other terms of this Agreement, Orienteering Canada retains the right to withdraw any allocation of competitive opportunities at WOC, JWOC and/or World Cups if, in the reasonable and fair exercise of its discretion, Orienteering Canada determines that it should withdraw such allocation because:
- a. Of concern for the health or safety of the Athlete, as supported by a qualified physician;
  - b. An Athlete is held to be "not in good standing" for any reason whatsoever as determined by Orienteering Canada's established disciplinary procedures;
  - c. The Athlete is unable or unwilling to meet the provisions of the established training and/or competition program agreed to between the Athlete and Orienteering Canada; or
  - d. The Athlete is unable to compete due to a health related curtailment of activities.

### **Dispute Resolution**

13. The Athlete may appeal certain decisions of Orienteering Canada, or certain decisions made by an individual delegated authority to make decisions on behalf of Orienteering Canada, under the provisions of Orienteering Canada's Appeal Policy.

## **Liability, Insurance and Indemnification**

14. The Athlete hereby:

- a. Acknowledges that orienteering is dangerous and that there are risks, dangers and hazards inherent in competition and in training, preparing for and traveling to and from such competition and training. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete or to other persons and the risk of property loss and damage. The Athlete acknowledges that they will be undertaking all activities pursuant to this Agreement at their own risk and agrees to assume all risks associated with, and incidental to, the Athlete's participation in training and competition.
- b. **Acknowledges that Orienteering Canada carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims.** Orienteering Canada is not responsible for any medical costs, including extra billing charges, over and above the normal Provincial medical health plans. **The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete's sole expense, all additional insurance coverage deemed necessary.**
- c. Acknowledges that Orienteering Canada will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor will Orienteering Canada be liable to the Athlete or to any other party, including the personal representatives and assigns of the Athlete or any other party, in the event of the Athlete or any other party's death, nor will Orienteering Canada be liable for any loss or damage arising from an injury to the Athlete or to any other party resulting from any activity undertaken by the Athlete pursuant to this Agreement.
- d. Agrees to indemnify and hold harmless Orienteering Canada and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which Orienteering Canada may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive any termination or expiry of this Agreement.

## **Notice**

15. Notice to either Party may take the form of hand delivery, courier, mail, fax or e-mail. Notice to either party will take effect when:
- a. Receipt is acknowledged verbally by the recipient, in the case of hand delivered notice;
  - b. Receipt is confirmed through courier records, in the case of couriered notice;
  - c. Five business days after the post-marked date of mailing, in the case of mailed notice;
  - d. One business day after the date the notice was sent, in the case of faxed or e-mailed notice.

## **Term and Termination**

16. This Agreement will be effective on the date of execution and will terminate on the 30<sup>th</sup> day of November, 2016, (except for those provisions which are specifically identified as continuing in effect beyond that date) unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Orienteering Canada's Policies.
17. The Athlete may terminate this Agreement at any time by providing written notice of termination to Orienteering Canada. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the HPP, including the right to compete internationally at IOF sanctioned championships.
18. Orienteering Canada may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a breach of Orienteering Canada Code of



Conduct, or has been found guilty on a doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent Orienteering Canada or this agreement. Any decision by Orienteering Canada to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Orienteering Canada's Appeal Policy.

### **Independent Legal Advice**

19. The Athlete confirms to Orienteering Canada that the Athlete has obtained independent legal advice, or in the alternative, that the Athlete has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

### **General**

20. This Agreement will be governed by and construed in accordance with, and the rights of the parties will be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.

21. This Agreement constitutes the entire Agreement between the parties hereto and replaces all previous Agreements entered into between them.

22. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties hereto.

23. 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.

24. The parties hereto confirm having requested that this Agreement and all deeds, documents, or notices relating thereto and all communications with respect thereto be in the English language. Les Parties aux présentes ont exigé que la présente convention ou tout autre contrat, document ou avis s'y rapportant et toute communication soient rédigés en anglais.

25. This Agreement will ensure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

**Acknowledgement**

26. The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

27. The Parties agree to the signing exchange of this Agreement by fax and/or email.

**Orienteering Canada**

**Athlete**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Athlete Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Athlete Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

**SIGNED AGREEMENTS TO BE FORWARDED TO:**

Orienteering Canada  
1239 Colgrove Avenue NE  
Calgary, Alberta, Canada T2E 5C3  
Fax: 403-451-1681  
Email: hpp@orienteering.ca

***THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF MAJORITY***

**PARENT/GUARDIAN INDEMNITY AGREEMENT**

A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of majority at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete's signature on the Agreement.

I am the parent/guardian of \_\_\_\_\_, who was born on \_\_\_\_\_ and is therefore a minor at the time of signing the Athlete Agreement with Orienteering Canada.

I recognize that the Athlete derives significant benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize Orienteering Canada's desire and need to enforce these obligations.

In consideration of the benefits accruing to the Athlete, to me and to my family by reason of the Athlete and Orienteering Canada entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless Orienteering Canada from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive termination of this Agreement.

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Witness Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature