



**CSASURF CANADA : NATIONAL TEAM ATHLETE AGREEMENT WJSC '17**

First Name		Middle Initial	Last Name	
Current Address:	City	Province	Postal Code	
Home Phone:	Cell Phone:	Email Address:		

**PARENT/GUARDIAN INFORMATION IF 18 YEARS OF AGE AND YOUNGER**

Parent/Guardian: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Your selection as a participant of the High Performance Development Program (HPDP) requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and CSASurf Canada (Surf Canada). If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully, as by signing this Agreement you are confirming that you have read and understood it.

Please complete the cover page, initial each page in the lower right-hand corner, and sign in the space provided on the last page.



**ATHLETE AGREEMENT**

BETWEEN:

**CSASURF CANADA**

And

\_\_\_\_\_ (the "Athlete")

**CONSIDERING THAT** Surf Canada is recognized by the International Surfing Association (ISA), the Government of Canada, and the Canadian Olympic Committee (COC) as the national governing body of the sport of surfing in Canada;

**AND CONSIDERING THAT** Surf Canada organizes National Teams to represent Surf Canada and Canada in international competition;

**AND CONSIDERING THAT** the Athlete has been selected to, and wishes to be an active participant of Surf Canada's High Performance Development Program (HPDP);

**AND CONSIDERING THAT** Surf Canada and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

**NOW CONSEQUENTLY (So)** 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 recognized as a member of the HPDP until they execute this Agreement. By entering into this Agreement, the Athlete is confirming their intention to participate in Surf Canada's HPDP, ISA and Surf Canada's sanctioned competitions and related training programs prepared and administered by Surf Canada.



## Definitions

2. In this Agreement, the following words will have the following meanings:
  - a. "Agreement" means this written agreement;
  - b. "CCES" means Canadian Centre for Ethics in Sport;
  - c. "COC" means the Canadian Olympic Committee;
  - d. "Head Coach" means the national coach designated from time to time by Surf Canada;
  - e. "HPDP" means Surf Canada's High Performance Development Program
  - f. "IOC" means the International Olympic Committee
  - g. "ISA" means the International Surfing Association
  - h. "WJSC" mean World Junior Surfing Championships: and
  - i. "WADA" means the World Anti-Doping Agency.

## Obligations of Surf Canada

3. Surf Canada will:

### *Communication*

- a. Provide HPDP information to the Athlete by email at the last contact information provided by the Athlete in writing to Surf Canada's Head Office, and make available through the National Office copies of all relevant policies pertaining to the HPDP.
- b. Communicate with Athletes both orally and in writing in the language of English.

### *Selection*

- c. Invite, select, prepare and operate teams of Athletes, coaches and other necessary personnel to represent Canada in the sport of surfing throughout the world, in accordance with the approved budget and policies of Surf Canada.
- d. and at least two (2) months in advance for World Championships, and communicating the selection criteria by posting them on Surf Canada website [www.csasurfcanada.org](http://www.csasurfcanada.org)
- e. Communicate publicly the names of Athletes to whom competitive opportunities are allocated.
- f. Communicate the terms of any specific pre-competition monitoring steps that have been established for the Athlete to complete.



#### *Eligibility*

- g. With the assistance of the Athlete, certify the Athlete's eligibility to compete in ISA events and other international events, providing the Athlete satisfies ISA eligibility criteria and is not in breach of any terms of this Agreement. Surf Canada will make current Surf Canada, ISA, and COC eligibility rules available to the Athlete.
- h. Make reasonable and appropriate efforts to protect the Athlete's eligibility for national and international competitive opportunities by informing the Athlete if any proposed activity, communicated by the Athlete to Surf Canada, appears to be in violation of Surf Canada, ISA, or COC eligibility rules.

#### *HPDP*

- i. Plan and manage training programs and competitive activities for the ongoing development of the Athlete, the HPDP and the National Team Program in accordance with the budget and policies of Surf Canada.
- j. Monitor the Athlete's ongoing training and development through the HPDP regular training program as well as through any individual training and/or monitoring program.
- k. Communicate to the Athlete, in a timely manner, the terms and conditions of the HPDP regular training program and any individual training and/or monitoring program.

#### *Medical*

- l. Assist the Athlete in obtaining appropriate sport science expertise and medical care.
- m. Respect the confidentiality of medical information supplied by the Athlete to Surf Canada medical staff by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with Surf Canada's anti-doping policies or appeal.

#### *Dispute Resolution*

- n. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which will include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with Surf Canada under the terms of this Agreement.



#### *Marketing and Sponsorship*

- o. Assist the Athlete in enhancing the Athlete's personal commercial interests when desired, practical and possible. This includes, but may not be necessarily limited to, assistance in the negotiation of sponsorships, developing media information packages, and arranging personal appearances.
4. All funding is subject to the Athlete's meeting the appropriate eligibility criteria, as well as the restraints imposed by the financial resources available to Surf Canada.

#### **Obligations of the Athlete**

5. The Athlete will:

##### *General*

- a. Maintain status as an athlete in good standing with Surf Canada in accordance to the terms contained in this Agreement and Surf Canada's Policies.
- b. Receive and read all information pertaining to the HPDP supplied by Surf Canada.
- c. Supply Surf Canada with biographical information as requested, including telephone, address and email, and keep Surf Canada updated on any such changes and promptly pay all dues, levies and fees as reasonably approved and assessed by Surf Canada, and agreed to by the Athlete.
- d. Execute any further documents required by Surf Canada to give effect to the undertakings set out in this Agreement.

#### *Policies and Conduct*

- e. Behave in a courteous and respectful manner and adhere at all times to Surf Canada's policies relating to conduct.
- f. Review, understand and comply with Surf Canada's policies, procedures, and regulations, including:
  - i. Surf Canada Procedures and Regulations as published from time to time, and with the Code of Conduct, which is available for reference on Surf Canada's website [www.csasurfcanada.org](http://www.csasurfcanada.org)
  - ii. Surf Canada, ISA, COC and IOC Eligibility Rules
  - iii. Dispute Resolution Procedures and Surf Canada Disciplinary Procedures, which are available for reference at [www.csasurfcanada.org](http://www.csasurfcanada.org)



### *Eligibility*

- g. Warrant that the Athlete is a Canadian citizen, or is otherwise eligible to compete for Canada according to Surf 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 Surf Canada.
- h. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.

### *Social Media*

- j. Use publicly accessible social media – including blogs, Facebook Fan pages, Twitter and other social media platforms -- in a manner benefitting their status as representatives of a National Sport Organization. Members shall refrain from comments or behaviors that are offensive, abusive, racist, sexist or otherwise disrespectful. Likewise, Members shall refrain from making derogatory or disparaging comments about other athletes, coaches, officials, Surf Canada as an organization, Surf Canada staff and/or Surf Canada partners, either in a direct or implied manner.

### *Training/Competition*

- k. Actively participate to the best of your ability in all activities, and follow the mutually agreed training programs, competitive activities and reporting procedures of the HPDP. Attendance is expected for all activities set by the national team coaches and athletes are expected to put forth best effort and retain a positive attitude during and towards these activities.
- l. Avoid living in an environment or undertaking in 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 Surf Canada.
- m. Accept instruction only from Surf Canada designated coaches and technical staff during HPDP Training camps and competitions. Private Coaches may be allowed at the discretion of Surf Canada outside of the national team program with the condition that "Any private coach hired by an athlete must arrange a meeting with the Surf Canada HPDP Director and or President and develop a coaching plan prior of his or her hire, and must arrange meetings to discuss the training and competition program of the athlete.



The private coach must acknowledge these terms by completing and signing the following:

DATE: _____
COACH NAME: _____
COACHSIGNATURE: _____

*Medical and Injury*

- n. At the earliest possible date, notify the Surf Canada office of any injury or other legitimate reason that will prevent the Athlete from fulfilling any obligations under this Agreement.
- o. Provide pertinent medical information to Surf Canada's medical staff as requested, and consult with the Team's medical staff regarding the use of prescription or non-prescription drugs.
- p. While the Athlete is training, competing or traveling with the HPDP or National Team Program, Surf Canada requires that they purchase Sport Accident Insurance Policy Level 1 sport accident insurance with out-of-country travel coverage

*Anti-Doping*

- q. Avoid the use of banned substances and banned practices that contravene the Anti-Doping rules of the International Olympic Committee, ISA, Surf Canada, the Canadian Anti-Doping Policy, and the Canadian Policy Against Doping in Sport and submit to announced and unannounced doping control testing, both during and outside of competition. Adhere to the CCES Whereabouts Program requirements and timelines. A copy of Surf Canada's Anti-Doping Policy may be obtained through the National Office.
- r. Participate, if asked by Surf Canada to do so, in any Doping Control/Education Program developed by Surf Canada in co-operation with Sport Canada and the CCES.
- s. Avoid the possession of anabolic drugs and neither supply such 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;
- t. Respect and abide by the Canadian Anti-Doping Program (CADP) as administered by the Canadian Centre for Ethics in Sport (CCES).



*Clothing and Equipment*

- u. Make best efforts to display a Surf Canada emblem, provided by Surf Canada, on the surface of her or his surfboards during competitions, training camps, and other activities at which the Athlete is a representative of Surf Canada given currently contracted obligations with individual sponsors.

*Marketing, Sponsorship, Public Appearances and Statements*

- v. Make themselves available to media during training camps, special activities and following competitions; and give first priority to interview requests arranged through Surf Canada provided that this does not unreasonably interfere with the Athlete's training or competition program.
- w. Refrain from making comments that could reasonably be expected to have a detrimental effect on the moral or image of Surf Canada, the HPDP and/or other athletes participating in the HPDP.
- x. Address any issues related to any member, manager or official of Surf Canada through the established dispute resolution procedure, and at no point discuss such matters with the media until such time as all internal dispute resolution procedures have been exhausted.
- y. Participate in any special activities such as news conferences, Surf Canada receptions, business development, or promotional activities that arise from the Athlete's role as a member of the HPDP, provided that reasonable written notice is given by Surf Canada and provided that the activity does not unreasonably interfere with the Athlete's training and competition program. Without limiting the generality of the foregoing, the Athlete will ordinarily be required to make personal appearances on Surf Canada's behalf for no more than three (3) days or appearances a year. The Athlete must obtain prior approval from Surf Canada for any personal financial expense for which the Athlete expects to be reimbursed.
- z. Participate, at no expense to the Athlete, in sport-related non-commercial promotional activities on behalf of the Government of Canada, provided that reasonable written notice is given by Surf Canada and the Government of Canada and provided that the activity does not unreasonably interfere with the Athlete's training program. Such activities will not ordinarily involve more than two days per year.





aa. The Athlete as a representative of Surf Canada and/or the Canadian National Surf Team shall make best attempts to refrain from actively participating in any promotional event on behalf of conflicting sponsors of Surf Canada during Surf Canada events. There can be no association made between the athlete and any of the identified conflicting sponsors while actively representing Surf Canada in an official promotional environment and at ISA events. Current national team sponsors are: N/A

6. The Athlete will be responsible for completing and returning the following documents:
  - a. "Athlete Paper Work" documentation which includes Code of Conduct, Anti-Doping Policy, biography questionnaire, contact information, IST consent form and sizing form.
  - b. Applicable yearly Surf Canada Membership Application, with the appropriate payment.

#### Financial Consideration

7. The Athlete will maintain, at all times, a non-interest bearing deposit of five hundred and dollars (\$500) on account with Surf Canada. This deposit may be used to pay any amounts owing to Surf Canada, but must then be repaid within thirty (30) days of such payments being made.
8. The Athlete's deposit will be returned to the Athlete upon her or his retirement from the HPDP, less any amounts owed by the Athlete to Surf Canada and unpaid at the time of the Athlete's retirement.
9. Should the Athlete not pay to Surf Canada any amounts owing, or make suitable arrangements to pay such amounts, the Athlete may be deemed by Surf Canada to be "not in good standing". An Athlete deemed to be "not in good standing" for failing to pay monies owed to Surf Canada may have her or his funding suspended and may be suspended from participation in HPDP activities, including training camps and competitions, until such time as a payment schedule is approved by Surf Canada.



10. An ongoing failure by an Athlete to pay any amount owed to Surf Canada may result in discipline or legal proceedings being brought against the Athlete, or in the assignment of the debt to a collection agency.

### **Sponsorship and Commercial Activities**

11. Surf Canada expressly recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:

- a. Consents to Surf Canada and its Sponsors to generating, 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 Surf Canada and Surf Canada's website, 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 one year thereafter from the date of contract execution.
- b. Consents to all licensee's or sponsors of Surf 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 Surf Canada's licensees and sponsors will be defined and limited by the terms of the licensing or sponsorship agreements in effect with Surf 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, Surf Canada will use its best efforts to obtain prior approval of the Athlete and/or the Athlete's agent prior to using or transferring these rights to a third party. The Athlete's approval will not be unreasonably withhold or delayed



- c. Agrees not to endorse or promote, the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") as an identifiable member of the HPDP and when engaged in any activities of the HPDP, including, but not limited to, training, practices, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards, awards ceremonies and other applicable times when being identified as a member of the HPDP.
- d. Undertakes to not enter into any contract or sponsorship venture without first obtaining Surf Canada's consent. This consent will be evidenced by the execution of a written agreement between the Athlete and Surf Canada. Surf Canada may not grant its consent if the proposed contract or venture conflicts, in the sole opinion of Surf Canada, with contracts that are, or may be, entered into by Surf Canada as part of Surf Canada Marketing Programs. This consent will not be unreasonably withheld or delayed. \* Non-conflicting agreements \*
- e. 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 Surf Canada's Marketing Programs.
- f. Releases and saves harmless Surf Canada, and any sponsors of Surf 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 Surf Canada of promotional material utilizing the Athlete's Attributes.



12. The Parties agree that Surf Canada retains the exclusive right to:
- a. Use of its logos, marks, materials, the phrases “Surf Canada”, “Canadian National Surf Team”, “Canadian Surf World Championship Team”, “National Development Group”, and all similar phrases and/or representations that state or suggest a connection to Surf Canada and/or the HPDP.
  - b. Assign the use of the logos, marks, materials, phrases, and representations identified in Sub-Section (a) above to sponsors, suppliers, licensees, and such other commercial partners as it may choose.
  - c. Affix the logos, images, or names of sponsors or commercial partners, chosen by it in its sole discretion, on clothing and equipment used by the Athlete when competing in official HPDP activities including World Championships and the Canadian Nationals. Logos as a sticker will be adhered on the equipment or affixed as a patch on the competition apparel. If an alternative placement is preferred, it must be mutually agreed upon by Surf Canada and the athlete in writing a minimum of two (2) weeks prior to the event. The following will be the sponsors or commercial partners whose logos will be affixed on clothing and equipment for the 2017 program year: TBD
    - i. Sponsor(s) and placement as to be determined in point 15 below.
13. Below lists current partners for the upcoming year of Surf Canada of which there is “Category Exclusivity” in which Athletes will be excluded from soliciting or entering into sponsorship contracts, endorsements and business relationships as an identifiable member of the HPDP within those categories listed. The current list of “Category Exclusivity” is:
- a. Sponsor(s) to be determined

Below lists partner categories that are currently being pursued for potential sponsorships. If one of these categories is filled with a new sponsor during the season of which this agreement is valid, athletes will be informed and the new sponsor(s) will be added to the above list of exclusives, as well as the requirements of the athletes subject to this sponsorship.



The following list is provided as an example and potential new sponsors are not limited to the categories identified below.

- a. PARTNER TBD exclusive in the consumer electronics category.
- b. PARTNER TBD, exclusive in the action sports camera category.
- c. PARTNER TBD, exclusive in the resource and energy category.
- d. PARTNER TBD exclusive in the beer category.
- e. PARTNER TBD exclusive in the soft drink category.
- f. PARTNER TBD exclusive in the credit card category
- g. PARTNER TBD exclusive in the automotive category
- h. PARTNER TBD exclusive in the retail banking category
- i. PARTNER TBD exclusive in the insurance category
- j. PARTNER TBD exclusive in the nutritional supplement category
- k. PARTNER TBD exclusive in the air travel category

If an athlete has a current personal sponsor that has been identified in writing to Surf Canada prior to the agreement with a new national team sponsor in a conflicting category, Surf Canada may grant that athlete the right to fulfill that contract for the remainder of the year (or the term of the said agreement between the athlete and his or her sponsor) and be excluded from any requirements of the new sponsor. At the end of that year, the athlete would be required to adhere to the exclusivities of the new sponsor in any future national team agreement.

14. As provided by ISA International Competition Rules, Surf Canada will allow the Athlete the right to (so long as such personal sponsor identification complies with the ISA regulations, does not conflict with a Surf Canada sponsor and has obtained the express written approval of Surf Canada):

- a. Display identification of a personal sponsor on the Athlete's headgear.
- b. Display the logos of personal sponsors on the upper surface of her or his surfboard.

15. The Athlete will not enter into any contracts that conflict with or violate ISA and/or Surf Canada's regulations.



16. Surf Canada and the Athlete recognize that the following are industry categories in which the Athlete may enter into her or his own commercial agreements, and that Surf Canada may not enter into an exclusive agreement with a company in any of these categories that will restrict the Athlete's personal commercial interests:
  - a. Headgear
  - b. Surfboards
  - c. Eyewear
  - d. Wetsuits
  
17. The Athlete will disclose in writing to Surf Canada (the "**Notice**") the name of the potential sponsor, the contact person of the sponsor as well as the particular product and/or service to be endorsed. Without limiting the generality of the foregoing, Surf Canada's consent shall be withheld if the contemplated product and/or service to be endorsed by the Athlete conflicts, directly or indirectly, with:
  - a. Any advertising or marketing agreements to which Surf Canada is a party to;
  - b. Any product or service endorsed or promoted by Surf Canada; or
  - c. The product and/or service to be endorsed is inappropriate in the sole and absolute discretion of Surf Canada.
  - d. Any product or service that may be in conflict with a potential sponsor of Surf Canada.
  
18. Upon receipt of the Notice to Surf Canada, Surf 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 Surf 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.
  
19. If a sponsor approaches Surf Canada about sponsorship for a particular athlete, the Athlete or their representative will receive the name of the potential sponsor, the contact person of the sponsor as well as the particular product and/or service to be endorsed, and in the circumstances described above Surf Canada does not have the right to negotiate a contract on behalf of the Athlete.



20. Upon execution of this Agreement, the Athlete will provide Surf Canada with a list of all current contracts, and will update this list upon the execution of any new contract. Only approved sponsors by Surf Canada will be allowed on equipment or head gear.
21. The rights and obligations set out in this Agreement with respect to sponsorships and sponsor relations will not expire with the termination of this Agreement, but will remain in effect for a period of two (2) months following the termination of this Agreement, unless the Athlete and Surf Canada have agreed in writing that the Athlete will not be returning as a member of the HPDP in the coming year.

#### **Medical Consent**

22. 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, Surf Canada or its agent (Team Manager, Coach, HPDP Director, or other designated person) will adhere to the following procedure:
  - a. Surf 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 Surf 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**

23. A breach by the Athlete of Surf Canada's Code of Conduct, Harassment Policy or any other applicable Policy and/or this Agreement will be dealt with using the provisions of Surf Canada's Discipline and Complaints Policy.
24. In the event of a conflict between the provisions of Surf Canada's Harassment Policy and the terms of this Agreement, the provisions of Surf Canada's Harassment Policy will prevail.



25. Notwithstanding the foregoing, Surf 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.
26. Notwithstanding any other terms of this Agreement, Surf Canada retains the right to withdraw any allocation of competitive opportunities in any events regulated by Surf Canada if, in the reasonable and fair exercise of its discretion, Surf 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 Surf Canada's established disciplinary procedures; Any athlete considered to be "not in good standing" is one who has breached the Surf Canada Code of Conduct and has outstanding invoices from Surf Canada.
  - 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 Surf Canada Coaching Staff; does not attend or put forth best effort at planned activities; or
  - d. The Athlete is unable to compete due to a health related curtailment of activities.

### **Dispute Resolution**

27. The Athlete and Surf Canada recognize that there may be occasions on which one of them is of the opinion that the other party has failed to conform with its obligations under this Agreement. All issues with respect to breaches of this Agreement for which a specific remedy has been set out (e.g., with respect to harassment) will be addressed through that remedy. All other issues will be addressed through Surf Canada's Dispute Resolution Policy dispute resolution process set out below.
28. The Athlete may appeal, under the provisions of Surf Canada Appeals Protocol, any decision of Surf Canada, or any decision of anybody or individual delegated authority to make decisions on behalf of Surf Canada, that may be considered to have a material adverse effect on the Athlete in her or his capacity as a member of the HPDP. The decision of the Appeals Officer will be final and binding, subject only to the right of the Athlete to seek recourse to independent arbitration through the Sport Dispute Resolution Centre of Canada





(SDRCC).

29. Any dispute which may arise with respect to the Athlete's training and competition program will be addressed as follows:
  - a. The matter will first be addressed through discussion between the Athlete (or the Athlete's representative or legal guardian) and the Head Coach of Athlete's discipline.
  - b. If the matter cannot be resolved through review with the Head Coach, or if it relates to a matter other than the Athlete's training and competition program, then it will be documented by writing as a "Notice of Dispute" sent to the High Performance Director.
  - c. A "Notice of Dispute" will be addressed through discussion between the Athlete (or the Athlete's representative or legal guardian) and the High Performance Director (or, in his/her absence, the Executive Director).
  - d. If, following this final internal review, the matter remains unresolved, either party may file an appeal in accordance with the terms of Surf Canada Appeals Protocol.
30. All disputes will be dealt with in a prompt manner, recognizing that time is of the essence in dealing with matters that affect an Athlete's training and competition program.
31. Appeals related to the Sport Canada Athlete Assistance Program should first be heard under Surf Canada's Appeals Protocol, and then must follow Section 13.1 of the AAP Policies and Procedures [http://canada.pch.gc.ca/DAMAssetPub/DAM-PCH2-sport-sport/STAGING/text-text/athleteAssistanceProgram\\_1421333786429\\_eng.pdf?WT.contentAuthority=13.0](http://canada.pch.gc.ca/DAMAssetPub/DAM-PCH2-sport-sport/STAGING/text-text/athleteAssistanceProgram_1421333786429_eng.pdf?WT.contentAuthority=13.0)

### **Confidentiality**

32. The Athlete acknowledges that they hold a position of trust within Surf Canada and that they have been and will be entrusted Confidential Information and trade secrets (including information conceived, originated, discovered or developed by the offices, employees, staff, partners or consultants either employed or retained by Surf Canada) concerning the business and affairs of Surf Canada including, without limitation:
  - a. Development and information related to technology;
  - b. Information related to sponsorships, grants, bursaries and donations;
  - c. Development and training techniques, or



- d. The present and contemplated plans, strategies, costs, systems and financial information used by Surf Canada in connection with its business and information concerning athletes and coaches of Surf Canada, including, but not limited to, names, addresses, need and preferences.
33. The disclosure of any Confidential Information and trade secrets to competitors of Surf Canada or to the general public would be highly detrimental to the best interest of Surf Canada. The Athlete further acknowledges and agrees that the right to maintain confidential such Confidential Information and trade secrets constitutes a valid proprietary right which Surf Canada is entitled to protect and that such Confidential Information and trade secrets will be held by the Athlete in a loyal and trustworthy capacity and solely for the benefit of Surf Canada.
  34. During the time of their involvement with the HPDP and following the completion of their participation within programs of Surf Canada, the Athlete will not use, disclose, sell, transfer, give, circulate or otherwise make public any Confidential Information and trade secrets to any person or entity for any purposes, other than in relation to the performance of their duties, in which even, the Athlete will, at all times take all reasonable measures in order to prevent the disclosure or non-authorized use of Confidential Information.

#### **Liability, Insurance and Indemnification**

35. The Athlete hereby:
  - a. Acknowledges that surfing and competitive sport 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 surf training and competition.



- b. **Acknowledges that Surf Canada carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims.** Surf 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 Surf Canada will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor will Surf 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 Athletes or any other parties death, nor will Surf 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 Surf Canada and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which Surf 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**

36. 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**



37. This Agreement will be effective on the 1<sup>st</sup> day of January 2017 and will terminate on the 31st day of December 2017, (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 Surf Canada's Policies.
38. The Athlete may terminate this Agreement at any time by providing written notice of termination to Surf Canada. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the HPDP, including the right to compete internationally in ISA competitions and the right to identify himself or herself as a National Team member.
39. Surf Canada may terminate this Agreement prior to its scheduled expiry in the event the Athlete has committed a breach of this agreement. Any decision by Surf Canada to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Surf Canada Appeals Protocol.

**Entire Agreement**

40. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

**Independent Legal Advice**

41. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal agreement. The Athlete confirms to Surf 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**

42. 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 British Columbia and the laws of



Canada applicable therein. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

43. This Agreement constitutes the entire Agreement between the parties hereto and replaces all previous Agreements entered into between them.
44. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties hereto.
45. If any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable in whole or in part, then the remaining provisions or the application thereof to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, will not be affected thereby, and every provision hereof will be valid and enforceable to the fullest extent permitted by law.
46. 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.
47. 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**

48. The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
49. THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement.
50. This Agreement may be executed via electronic signature.



**SURF CANADA**

**ATHLETE**

-----  
Signature

-----  
Signature

\_\_\_\_\_  
Dom Domic  
Per:

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Jan.1, 2017  
Date

\_\_\_\_\_  
Date



**THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS 18 YEARS OF AGE OR UNDER**

## **PARENT/GUARDIAN INDEMNITY AGREEMENT**

*A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of 18 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 Surf 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 Surf 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 Surf 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 Surf 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



## Appendix A

### Agent contact info

Name:

Company:

Email:

Phone number:

### List of current sponsors

1.

2.

3.

4.

5.





## Appendix B

By signing below, I \_\_\_\_\_ understand that while I am training, competing or traveling with the HPDP or National Team Program, Surf Canada requires that I hold Sport Accident Insurance Policy Level 1 sport accident insurance with out-of-country travel coverage.

Any athlete training or competing internationally without the presence of a national team coach, or in non-sanctioned activities is responsible for their own insurance coverage. The Sport Accident Insurance Policy is not valid without the event being sanctioned by Surf Canada and a National team coach being present.

## Appendix C

Athletes will be provided with Surf Canada stickers in red and white to identify themselves as national team athletes with a board sticker. Should the athlete require additional stickers or have any questions regarding stickers they are encouraged to consult their coach or a staff member of Surf Canada.