



**CROSS COUNTRY BC**

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**NATIONAL DEVELOPMENT CENTRE - CALLAGHAN VALLEY  
ATHLETE AGREEMENT (2013-14)**

PLEASE PRINT CLEARLY

Name: \_\_\_\_\_

Year and Team: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Your selection as a member of the National Development Centre (NDC) - Callaghan Valley (also known as the Callaghan Valley Training Centre (CVTC)) requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and Cross Country BC. 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.

Two copies are provided for your signature. **Please complete and sign the two copies of this Agreement along with your initials at the bottom of each page and return them both**, within one week upon receipt, to:

Cross Country BC  
#106 – 3003 30<sup>th</sup> St.,  
Vernon, BC  
V1T 9J5

Once the Agreement has been signed by Cross Country BC, one of the signed copies will be returned to you in the mail for your records.

**CROSS COUNTRY BC  
NDC – CALLAGHAN VALLEY ATHLETE AGREEMENT**

BETWEEN:

**Cross Country BC**  
#106 – 3003 30<sup>th</sup> St.,  
Vernon, BC V1T 9J5

AND

**NAME OF ATHLETE:** \_\_\_\_\_

Address of Athlete: \_\_\_\_\_  
(Hereinafter referred to as the “Athlete”)

**WHEREAS** Cross Country BC is recognized by Cross Country Canada and the BC Sport Branch as the sole governing body for the sport of amateur cross country skiing in British Columbia;

**AND WHEREAS** the Athlete has been selected to, and wishes to be an active participant of the National Development Centre – Callaghan Valley (also known as the Callaghan Valley Training Centre);

**AND WHEREAS** Cross Country BC and the Athlete wish to clarify the relationship between them by establishing their respective 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:

**Definitions**

1. In this Agreement, the following words will have the following meanings:
  - a) “Agreement” means this written agreement;
  - b) “Athlete” means the individual signing this Agreement and includes an individual selected by Cross Country Canada pursuant to a specific selection process to participate as a member of the NDC – Callaghan Valley Team;
  - c) “CCES” means Canadian Centre for Ethics in Sport;
  - d) “COC” means the Canadian Olympic Committee;
  - e) “FIS” means Fédération Internationale de Ski;
  - f) “Head Coach” means the NDC – Callaghan Valley coach designated from time to time by Cross Country Canada;
  - g) “IOC” means the International Olympic Committee;
  - h) “NDC – Callaghan Valley Team” means Callaghan Valley Training Centre Team; and
  - i) “WADA” means the World Anti-Doping Agency.

**Obligations of Cross Country BC**

2. Cross Country BC will, for so long as this Agreement is in effect:
  - a) Provide the Athlete with NDC – Callaghan Valley program and schedule information for training and competition, which may be amended upon the sole discretion of Cross Country BC.
  - b) Provide the Athlete with NDC – Callaghan Valley program support as outlined in the 2012-13 CVTC Athlete Package posted on the CVTC website. This includes, but is not limited to ski

preparation support at designated competitions, a team van for transportation to and from designated training activities, competitions and camps and CAIP Gold Level medical coverage.

- c) Provide the Athlete funding for travel and accommodation expenses while participating in the training and competitive activities of the NDC – Callaghan Valley program in accordance with the budget and policies of Cross Country BC.
- d) Provide the Athlete team uniforms, apparel, products and other equipment in accordance with the budget, sponsorship availability, team size and policies of Cross Country BC.
- e) Conduct, monitor and provide a formal review of the Athlete's annual training and competition programs.
- f) Provide a dispute resolution mechanism with respect to any dispute the Athlete may have with Cross Country BC. Details regarding these policies are posted on the Cross Country BC website.
- g) Establish policies regarding athlete conduct, clothing, travel arrangements and vehicle usage, which may be amended and updated from time to time upon the discretion of Cross Country BC, and such amendments and updates will be communicated to the Athlete.
- h) Organize programs and provide funding for the provision of National Coaching Certification Program (NCCP) training in accordance with the budget of Cross Country BC.
- i) Assist the Athlete in obtaining quality medical care and advice.
- j) Respect the confidentiality of medical information supplied by the Athlete to Cross Country BC by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with Cross Country Canada's anti-doping policies.
- k) Provide educational materials and resources on the doping rules of the FIS and CCES.

### **Obligations of the Athlete**

#### **3. The Athlete will:**

- a) Be a paid-up member of a Cross Country Canada registered club and obtain a Cross Country Canada and FIS racing license at their own expense.
- b) Maintain status as a member in good standing of Cross Country Canada; abide by all policies, rules and regulations of Cross Country Canada and Cross Country BC; promptly pay all membership dues, health and accident insurance fees and NDC – Callaghan Valley levies associated with training and competition as approved by Cross Country BC.
- c) Supply Cross Country BC with biographical information as requested, including telephone, address and email, and keep Cross Country BC updated on any such changes.
- d) Reside in the vicinity of Whistler, BC for the greater majority of time from May 21<sup>st</sup> to March 31<sup>st</sup>, unless specified and approved otherwise by Cross Country BC. (The NDC – Callaghan Valley Head Coach, following the direction of Cross Country BC's CVTC Committee, will determine the definition of "majority of time".)
- e) Develop with the NST Coach, or his/her designate, an annual training and competition program inclusive of goals for performance; and executed based on performance based decisions as requested by the NDC – Callaghan Valley Head Coach.

- f) Communicate in person, by fax or other electronic means on a weekly basis those forms for reporting of training, monitoring and competition as directed by the NDC – Callaghan Valley Head Coach.
- g) Demonstrate comprehensive commitment to all training programs, competitive activities, and consistent and regular recording and reporting of monitoring procedures as requested by Cross Country BC.
- h) 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 Cross Country BC.
- i) Notify the NDC – Callaghan Valley Head Coach or designate of any health-related problem or other legitimate reason of any significance or that prevents the Athlete's training or prevents the Athlete from fulfilling any obligations under this Agreement. In the event of injury, the Athlete will supply Cross Country BC with a certificate from a medical doctor describing the nature of the injury within one week of the diagnosis of the injury.
- j) Agree to acquaint themselves with, and strictly abide by, the Cross Country Canada and FIS Competition Regulations, the Cross Country Canada Code of Conduct, Harassment and Trust Fund Policies, and various other Cross Country Canada and Cross Country BC policies, rules and regulations which may be amended and updated from time to time by Cross Country Canada or Cross Country BC.
- k) During training camps or competitions, adult athletes will take reasonable steps to manage the responsible consumption of alcoholic beverages so that the Athlete's ability to speak, walk or drive is not impaired or cause the Athlete to behave in a disruptive manner.
- l) Participate in all sport science related lectures, presentations, testing sessions and related programs as may be reasonably requested by Cross Country BC and approved by the NDC – Callaghan Valley Head Coach.
- m) Wear and/or use products as directed by Cross Country BC while engaged in any NDC – Callaghan Valley related athletic or athletic-related activities including travel, training, competition, competition-day warm-ups, opening and closing ceremonies, post-competition ceremonies, press conferences, photo sessions, promotional events and other public appearances, at all times and in the proper manner as directed by Cross Country BC.
- n) Participate in a minimum of three (3) non-commercial promotional activities in support of Cross Country BC and its member clubs, as requested by Cross Country BC and approved by the NDC – Callaghan Valley Head Coach. Re-imbusement will be for expenses only.
- o) Comply with Cross Country BC decisions with respect to competing in FIS and Cross Country Canada events.
- p) Not to publicly criticize (including postings on blogs, websites and social media sites such as Twitter and Facebook) Cross Country Canada or Cross Country BC programs, sponsors, clothing, equipment or personnel/volunteers and instead voice any valid concerns through the normal Cross Country BC channels directly.
- q) Utilize the Cross Country BC Dispute Resolution and Appeal Policy to remedy complaints and issues, especially where the situation involves the conduct or performance of Cross Country BC employed staff or coaches.

- r) Not permit official supplier clothing or equipment to be worn or used by anyone other than NDC – Callaghan Valley team members and such clothing and equipment will not be sold or traded at the end of the season. All items supplied by Cross Country Canada/Cross Country BC are provided on a loan basis and may be required to be returned at the end of the season or if this Agreement is terminated.
- s) Comply with the anti-doping policies of Cross Country Canada, CCES (*Canadian Anti-Doping Program*), FIS, IOC and WADA which may require the Athlete to submit to announced and unannounced doping control testing, both during and outside of competition.
- t) Participate, if asked by Cross Country Canada to do so, in any Doping Control/Education Program developed by Cross Country Canada in co-operation with Sport Canada and the CCES.

#### **Sponsorship and Commercial Activities**

4. Cross Country BC 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 Cross Country Canada/Cross Country BC using, reproducing and distributing without charge, on a worldwide basis, in any format or media, 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 Cross Country Canada/Cross Country BC's and the NDC – Callaghan Valley's sponsorship, licensing, advertising, public relations, sanctioned and non-sanctioned events, youth programs and marketing programs (collectively referred to as the "Marketing Programs"). This consent shall remain in effect for the duration of the Term and for a period of two years thereafter.
  - b) Consents to all licensee's or sponsors of Cross Country Canada or Cross Country BC 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 Cross Country Canada/Cross Country BC's licensees and sponsors will be defined and limited by the terms of the licensing or sponsorship agreements in effect with Cross Country Canada/Cross Country BC, 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 shall remain in effect for the duration of the Term.
  - 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 NDC – Callaghan Valley, and when engaged in any activities of the NDC – Callaghan Valley, 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 NDC – Callaghan Valley, except as specifically allowed by permission of Cross Country BC, and only then to the extent that the products, goods or services of any Personal Sponsors do not conflict or compete with the products, goods or services of any Cross Country Canada or Cross Country BC sponsor, supplier or supporter.
  - d) Undertakes to not enter into any contract or sponsorship venture without first obtaining Cross Country BC's consent. This consent will be evidenced by the execution of a written agreement between the Athlete and Cross Country BC. Cross Country BC may not grant its consent if the proposed contract or venture conflicts, in the sole opinion of Cross Country BC, with contracts that are, or may be, entered into by Cross Country Canada or Cross Country BC as part of Cross Country Canada/Cross Country BC's Marketing Programs.

- 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 Cross Country Canada or Cross Country BC's Marketing Programs.
- f) Agrees to follow and abide by all Cross Country BC, Cross Country Canada, COC, IOC and FIS rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships.
- g) Releases and saves harmless Cross Country Canada and Cross Country BC, and any Licensees and sponsors of Cross Country Canada/Cross Country BC (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 Cross Country Canada or Cross Country BC of promotional material utilizing the Athlete's Attributes.

### Resolution of Disputes

- 5. Where one of the Parties to this agreement is of the opinion that the other Party has failed to conform with its obligations under this Agreement, it will forthwith, where appropriate:
  - a) Notify that party in writing of the alleged default,
  - b) Indicate in the notice to that party the steps to be taken to remedy the situation, and
  - c) Indicate in the notice a reasonable period of time within which such steps shall be taken.
- 6. Where the party who has given the notice referred to in paragraph 5a is of the opinion that the other party has not remedied that situation, the Party will file a complaint pursuant to the Cross Country BC Dispute Resolution or Appeal Policy.
- 7. Notwithstanding the foregoing, the Cross Country BC Dispute Resolution and Appeals Policy will not be used to resolve disputes or sanctions associated with doping infractions pursuant to the Canadian Anti-Doping Program, as amended.

### Liability, Insurance and Indemnification

- 8. The Athlete hereby:
  - a) Acknowledges that cross-country skiing and competitive sport is dangerous and that there are risks, dangers and hazards inherent in cross country skiing 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 cross-country ski training and competition as a member of the NDC – Callaghan Valley Team.
  - b) **Acknowledges that Cross Country BC carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims.** The type of insurance and the limits of the insurance coverage provided by Cross Country BC are specified in Schedule "A" attached to this Agreement. Cross Country BC 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 Cross Country BC shall not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor shall Cross Country BC 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 shall Cross Country BC 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 Cross Country BC and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which Cross Country BC may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification shall survive any termination or expiry of this Agreement.

#### **Term**

- 9. This Agreement will be effective on May 1, 2013 and will terminate on April 30, 2014, unless terminated earlier pursuant to a decision-making Panel appointed in accordance with Cross Country BC's Dispute Resolution or Appeal Policy.

#### **Entire Agreement**

- 10. 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.

- 11. The following Schedules form an integral part of this Agreement:

- a) Schedule "A" – the two Cross Country BC policies of insurance insuring the Athlete – Cross Country Canada's Liability Insurance Policy and CAIP.
- b) The *Canadian Anti-Doping Program*, the Cross Country Canada Anti-Doping Policy and the Guide to Drug-Free Sport from the Canadian Centre for Ethics in Sport;
- c) The FIS Doping Control Policy; and
- d) The IOC Doping Control Policy.

#### **Independent Legal Advice**

- 12. 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 Cross Country BC 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**

- 13. This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.
- 14. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.

#### **Acknowledgement**

- 15. The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
- 16. The Parties have requested that this contract be drafted in the English language. Les parties ont requis que ce contrat soit rédigé en langue anglaise.
- 17. This Agreement shall binding upon and ensure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns.
- 18. THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement.

**CROSS COUNTRY BC**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**ATHLETE'S NAME**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



**THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS 17 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 Cross Country BC.

I recognize that the Athlete derives significant benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize Cross Country BC'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 Cross Country BC 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 Cross Country BC 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 shall survive termination of this Agreement.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness