

SECTION 14.3

CARDED ATHLETE'S CONTRACT

2008-2009

CARDED ATHLETE'S CONTRACT

This agreement made and entered into this 1st day of May, 2008, by and between the Canadian Amateur Wrestling Association, Unit #7, 5370 Canotek Road, Ottawa, Ontario, hereinafter referred to as the "CAWA", and _____, residing at _____, hereinafter referred to as the "Athlete".

WHEREAS the Athlete desires to participate in National Team programs and services provided by the CAWA;

WHEREAS the CAWA is recognized by the Federation International de Lutte Amateur, hereinafter referred to as the "FILA", by Sport Canada and by the Canadian Olympic Committee ("COC") as the sole National Sport Organization with jurisdiction over the sport of wrestling in Canada;

WHEREAS the FILA and COC requires that the CAWA certify the eligibility of the Athlete to compete at the international level as a member in good standing;

AND WHEREAS the Sport Canada Athlete Assistance Program hereinafter referred to as "AAP" requires a written agreement to be signed by the CAWA and the Athlete nominated for assistance under the AAP, which clearly defines the athlete's rights and obligations as a member of the CAWA National Team;

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - GOVERNING LAW

This Agreement has been entered into in the Province of Ontario and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the Province of Ontario.

ARTICLE II - TERM OF AGREEMENT

The term of this agreement shall be from 12:01 a.m. on May 1st, 2008 through to 10:00 p.m. on April 30th, 2009.

ARTICLE III - CAWA OBLIGATIONS

The CAWA shall:

- 3.1 provide health and disability insurance for the Athlete when the Athlete participates in National Team events;
- 3.2 communicate with athletes both orally and in writing in the language of their choice (French or English);
- 3.3 publish fair and equitable selection criteria for athlete selection to national teams representing Canada at major games (e.g. Olympic, Commonwealth, Pan American, FISU) and World Championships and that such criteria be published at least five (5) months in advance of such events. Selection criteria shall conform with generally accepted principles of natural justice and procedural fairness;
- 3.4 publish reasonable criteria for the selection of athletes to the AAP at least five (5) months prior to the commencement of the AAP carding cycle;
- 3.5 nominate all eligible athletes for the AAP and thereafter ensure that these athletes will receive all the benefits to which they are entitled;
- 3.6 provide the Athlete selected to be a member of the National Team with the National Team uniform;
- 3.7 regularly provide National Team program information to the Athlete in the form of mailed correspondence;
- 3.8 maintain a record of the Athlete's competitive results and provide a review of the Athlete's annual training program;
- 3.9 provide funding for the Athlete if relocation is necessary to attend training camps or competitions in accordance with the budget of the CAWA;
- 3.10 protect the amateur status of the Athlete by ensuring that a financial management system (trust fund) exists that is designed in accordance with the bylaws of FILA and International Olympic Committee (IOC) and shall advise the Athlete of the nature of all payments to and withdrawals from the trust fund;
- 3.11 provide for an athlete's representative elected by the athletes to sit as a voting member on the High Performance Committee and Board of Directors;
- 3.12 provide an appeal and grievance and discipline procedure that is in conformity with the principles of natural justice and procedural fairness (CAWA Policy Manual, Sections 14.4 and 14.5 - Grievance and Discipline Procedure), which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC)

with respect to any dispute the Athlete may have with the CAWA, other than those related to the AAP, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete.

ARTICLE IV - INDEPENDENT CONTRACTOR

The Athlete is an independent contractor providing services to the CAWA on a contract basis. Nothing herein shall be construed to create an employee / employer relationships between CAWA and the Athlete, or between Sport Canada and the Athlete.

ARTICLE V - ATHLETE'S ADMINISTRATIVE OBLIGATIONS

The Athlete shall:

- 5.1 pay an annual Athlete's fee of \$100.00 to the CAWA due on May 1st;
- 5.2 notify the CAWA Office and the Sport Canada AAP Office within seven (7) days of a change in address or telephone number;
- 5.3 maintain an annual training chart and daily training log and provide the National Coach with such information when requested to do so;
- 5.4 maintain an up to date accurate record of all international matches, including the name of the opponent, the nationality of the opponent, the score of the match, the eventual placement of the opponent in the competition and provide CAWA with written documentation of such record when requested to do so;
- 5.5 obtain and read all selection criteria and policies that relate to National Team Programs (including the National Team Handbook). Seek assistance, clarification, and advice from his/her personal coach or the High Performance Manager until such selection criteria is clearly understood;
- 5.6 provide his/her own health and disability insurance for non-wrestling activities (provincial medical insurance);
- 5.7 protect his/her amateur status by adhering to the financial management system (trust fund) established by CAWA to ensure that the Athlete's amateur status is protected in accordance with the bylaws of FILA and the IOC;
- 5.8 agree to return any overpayment of AAP funds, or any AAP funds received while not fulfilling the terms of the carded athlete's contract as set forth herein;
- 5.9 when eligible for tuition voucher, obtain an AAP "Tuition Voucher" form from the High Performance Manager, and submit the form to the school's registrar office in a timely manner;

- 5.10 agree to keep the terms and conditions of this agreement strictly confidential and shall not divulge or disclose the terms and conditions to any third party other than the Athlete's personal coach or legal counsel;
- 5.11 actively participate in all AAP evaluation activities. Athletes will cooperate fully in any evaluation of the AAP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

ARTICLE VI - ATHLETE'S TRAINING PROGRAM

The Athlete shall:

- 6.1 agree to train and compete as a member of the National Team on a full time basis. Full time basis in this context is defined as fulfilling the National Team training and competitive program as established by the National Coach, the Athlete's personal coach and the Athlete, and that these events be included in the Individual Game Plan, attached as Schedule 'A';
- 6.2 provide in writing any request to alter the training and competitive program outlined in Schedule 'A';
- 6.3 make himself/herself available as a training partner as needed for World and/or Olympic Team members. If relocation is required the CAWA must provide four weeks notice, return transportation and room and board. Relocation will normally be restricted to the period June 1st to August 31st;
- 6.4 avoid participating in all competitions where Federal Government Sport Policy (and the policies of the CAWA) have determined that such participation is not permitted;
- 6.5 notify, in writing, the CAWA of any injury or other legitimate reason that will prevent the Athlete from training or participating in National Team programs as outlined in Schedule 'A' and to ensure that in the case of an injury that a medical certificate setting out the specific nature of the injury and the estimated rehabilitation time is forwarded to the CAWA within seven days after the occurrence of the injury;
- 6.6 in the case of injury or illness, follow physiotherapy, special conditioning, testing or rehabilitation programs under the supervision of the CAWA medical staff at a level which minimizes risk to the Athlete's personal health, and ensures optimum return to full training and competition at the earliest possible date;
- 6.7 undergo medical and physiological assessments when requested to do so by the CAWA;

ARTICLE VII - ACKNOWLEDGEMENT

Nothing herein shall guarantee the Athlete a position on the National Team or an international team sanctioned by the CAWA. The Athlete acknowledges that the CAWA shall continue to have unfettered discretion as to the selection of National Team members and releasing National Team members from the National Team. Upon release from the National Team for any reason, all financial support considerations, AAP payments, terminate on the date of release.

ARTICLE VIII - CODE OF CONDUCT

The Athlete shall:

- 8.1 agree to abide by the rules, regulations, and bylaws of the CAWA, COC, IOC and FILA. In particular, attention is drawn to the Canadian Anti-Doping Program (CAWA Policy Manual, Section 15);
- 8.2 avoid the use of banned substances in contravention to the rules of the IOC, the FILA and the Canadian Policy on Doping in sport.
- 8.3 submit, without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and at other times to doping-control testing when requested by the CAWA, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or any other authority designated to do so;
- 8.4 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;
- 8.5 avoid "Substance Abuse", whether alcohol or drug abuse, that would reasonably be expected to impair the Athlete's ability to speak, walk or drive, or cause the Athlete to behave in a disruptive manner and avoid the use and possession of illegal drugs, as defined according to the laws of Canada;
- 8.6 participate in substance abuse counselling or "Drug-Free Education" programs when requested to do so;
- 8.7 avoid any behaviour which would cause unreasonable disruption, or interference in competitions, training camps or the preparation of any athlete for a competition; (i.e. fist fighting, abusive or foul language, etc.)
- 8.8 avoid vandalism to any property, hotel rooms, dormitories, training facilities and equipment. The athlete shall be held accountable for such vandalism and agrees to reimburse the CAWA directly for any such damage;
- 8.9 avoid living in an environment not conducive to high performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance.

ARTICLE IX - DISCIPLINARY AND GRIEVANCE PROCEDURES

- 9.1 If the Athlete is in violation of the terms of this Agreement or National Team rules the Athlete is subject to disciplinary action which may include: a reprimand; suspension from the National Team; withdrawal of AAP support; dismissal from the National Team; or a combination of such actions;
- 9.2 An Athlete who has been given disciplinary sanction or who has a grievance or dispute regarding the Agreement or any part hereof has the right, through a request made in writing, to a review of his/her sanction, grievance or dispute as provided by the CAWA Policy Manual, Sections 14.4 and 14.5 - Grievance and Discipline Procedure;

ARTICLE X - RELEASE AND GRANT OF PERMISSION: LICENSING, APPEARANCES, PROMOTIONAL ACTIVITIES

The Athlete shall:

- 10.1 agree to grant the CAWA the exclusive right to use, in connection with any matter associated with a promotion, publicity, licensing, sponsorship, fund raising, commercial ventures for team support, or other activities relating to the normal conduct of the affairs of the CAWA, the Athlete's name, initials, likeness, signature, facsimile and biographical sketch, as well as film, photograph or sketched image of the Athlete and/or Athlete's wrestling performance. The CAWA shall be entitled to make such use of film, video, photographs, tape recordings, radio, television, commercial presentations, posters, calendars or any other reproduction;
- 10.2 designate the CAWA as the exclusive bargaining agent for all purposes contemplated in article 10.1;
- 10.3 participate in reasonable promotions of the CAWA as determined by the High Performance Manager on behalf of the CAWA or in sport-related, non-commercial promotional activities on behalf of the Government of Canada, where the arrangements for such activities are made through the CAWA. Unless supplementary compensation is arranged and agreed to by the Athlete, these activities do not normally involve more than two working days per athlete per year;
- 10.4 not jeopardize his/her amateur status. The Athlete must conform with the eligibility requirements of the rules, bylaws and regulations of the CAWA, FILA, COC or the IOC;
- 10.5 agree that in the event the Athlete is no longer a carded athlete or member of the CAWA, the CAWA shall be entitled to leave all promotional, advertising and commercial materials in place and will not be required to withdraw existing materials from circulation as a result of the Release and Grant of Permission having expired or having been terminated;
- 10.6 dress in the National Team uniform and other official clothing, if applicable, while travelling or participating as part of the National Team;

- 10.7 shall use his/her best efforts to positively support CAWA sponsorship, endorsements, equipment suppliers and will not make any public negative statements about such agreements, the parties thereto, or the product effected thereby;

ARTICLE XI - CONTRACTUAL AGREEMENTS

Any direct solicitation to the Athlete (or by the Athlete) from any third party for sponsorships rights, marketing agreements and/or endorsements shall be presented in writing to the CAWA for approval; Such agreements must meet the following policies, procedure and/or requirements:

- 11.1 The contracting third party shall not be in conflict or be in competition with the product/business category of a current CAWA sponsor;
- 11.2 The contracting third party shall not be in conflict or be in competition with the product/business category of a potential sponsor actively being negotiated at the time the Athlete submitted the third party proposal for approval;
- 11.3 The CAWA retains the right and shall have sole unfettered discretion to determine if an Athlete's third party proposal falls in the same product/business category as an existing CAWA agreement or a CAWA agreement being actively negotiated;
- 11.4 All Athlete third party agreements shall not include the right to photographic film, video, sketch, or other likeness of the Athlete wearing National Team equipment or CAWA logos or referring to the Athlete as having worn such;
- 11.5 The CAWA may withhold its approval, in its discretion, if it deems that an Athlete's third party agreement is detrimental to the image of the CAWA or the National Team, or that such Agreements would place demands upon the Athlete which it deems would seriously interfere with the Athlete's performance with the National Team;

ARTICLE XII - ACCIDENT OR INJURY

The Athlete acknowledges and agrees that wrestling is an activity which involves the risk of bodily injury, including possible paralysis or death, as well as the loss of or damage to property. The Athlete knowingly and freely assumes all such risk and for and on behalf of himself, his/her heirs, assigns, and next of kin. The Athlete, for and on behalf of him/herself, his/her heirs, assigns and next of kin, releases, hold harmless and waives any claim or right to sue the CAWA, the National Team, the National Team Coaches, the organizers of wrestling events, competitions, trials, training camps, the COC, the IOC, the FILA, Sport Canada, and all the officers, officials, agents and/or employees of any of the above-named organizations, with respect to any and all such injury, paralysis, death and/or loss of damage to property, except that which has resulted from gross negligence and/or wilful or wanton misconduct by any of the above.

ARTICLE XIII - HEADINGS

The article headings contained herein are for convenient reference only. They shall not be used in any way to govern, limit, modify or construe this Agreement and shall not be given any legal effect.

ARTICLE XIV - ENTIRE AGREEMENT

This writing, consecutive pages, 14.3.1 to page 14.3.10, constitutes the entire Agreement between the parties hereto and may not be changed or modified except in writing signed by the party or parties to be changed thereby.

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 shall forthwith: notify that party in writing of the alleged default; where applicable, indicate in the notice to that party the steps to be taken to remedy the situation; and where applicable, indicate in the notice a reasonable period of time within which such steps shall be taken.

On AAP-related matters, the Athlete may direct such notice to the Manager of the Sport Canada AAP, who may act on behalf of the Athlete and indicate to the CAWA the steps to take to remedy the situation.

Where the party that has given the notice referred to in paragraph 2 is of the opinion that the other party has not remedied the situation, it shall file a complaint through the hearing and appeal procedure.

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

In witness whereof, the parties hereunto set their hands and seals on the day and year designated:

The CANADIAN AMATEUR WRESTLING ASSOCIATION:

High Performance Manager

Date

ATHLETE:

Signature

Date

Schedule 'A'

INDIVIDUAL GAME PLAN

The Athlete agrees to participate in the following events and activities, as per items 6.1 and 6.2 of this contract, provided that the athlete meets the selection criteria, adheres to the training requirements, and funds are available:

Mandatory Activities:

- *Full Medical Assessment (1 time per year)*
- *Pre-competition Medical Screening (as requested)*
- *Physical Testing (2 times per year)*
- *Specialized Training (Integrated Support Team specialists)*
- *Video Analysis and Enhanced Scouting Program*
- *Athlete Relocation for Event Specific Training (at request of National Coach)*
- *CCES and/or WADA Whereabouts Forms (as requested)*

Mandatory Events:

(will vary with Men's and Women's and Olympic/World Team/Alternate/U24 programs)

- *2008 Canada Cup Tournament (June 28, 2008)*
- *National Team Training Camp (June 29 to July 5, 2008)*

Other Events Agreed to by Athlete, Personal Coach and National Coach

- _____
- _____
- _____
- _____
- _____

Athlete

Date

Personal Coach

Date

National Coach

Date