



## ***Athlete Agreement***

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AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN Pentathlon Canada, (hereinafter referred to as "the NSO")

AND \_\_\_\_\_

residing at \_\_\_\_\_

\_\_\_\_\_ (herein after referred to as "the Athlete").

### **Duration of Agreement**

This AGREEMENT comes into force on the 1<sup>st</sup> day of January, 2018, and terminates on the 31<sup>st</sup> day of December, 2018.

### **Athlete Declaration**

I hereby declare that I undertake to fulfill all commitments and responsibilities outlined in

- the High Performance Athlete Agreement
- the Athlete's code of conduct
- Waiver

Athlete (Parent or Guardian for Minors)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Pentathlon Canada (Board of Directors representative)

\_\_\_\_\_  
Shaun LaGrange, President 01/28/18

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## High Performance Athlete Agreement

WHEREAS the Athlete has been duly nominated by Pentathlon Canada (PC) in accordance with their High Performance Program (HPP) selection process to be a member of the PC HPP and to partake fully in the program as designated by PC;

WHEREAS the Athlete wishes to be an active competitor in NSO sanctioned events with his or her rights and obligations clearly defined;

WHEREAS if the Athlete is under the age of eighteen, the parent/guardian hereby joins in this document and in so doing agrees with the Athlete joining the PC HPP and partaking fully in its activities and agrees to be responsible for the Athlete meeting all of his or her obligations under this Agreement;

WHEREAS the NSO is recognized by Union Internationale De Pentathlon Moderne (the NSO's International Federation), the Canadian Olympic Committee and Sport Canada as the sole National Federation governing the sport of Modern Pentathlon in Canada;

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

AND WHEREAS the International Federation requires that the NSO certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

### **NSO's Obligations**

1. The NSO shall, in accordance with its Bylaws, Rules and Regulations and Policies and Procedures:

- a. organize, select and operate teams of athletes, coaches and other necessary support staff (a National Team) to represent Canada in the sport of Modern Pentathlon throughout the world;
- b. communicate with athletes both orally and in writing in the language of their choice (French or English) in the form of electronic correspondence and/or via the PC web site;
- c. publish selection criteria for all national teams at least three (3) months before the selection for any particular team and at least eight (8) months before the selection of major games teams (e.g., Olympic, Pan American, World Cup Finals) and World Championship Teams;
- d. conduct selection of members to all national teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness;
- e. organize programs and provide funding for the development and provision of coaching expertise, officials and event training centers in Canada in the sport of Modern Pentathlon in accordance with the budget of the NSO and the priorities of the Executive Board;

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- f. assist the Athlete in obtaining quality medical care and advice;
  - g. provide the Athlete selected to be a member of the National Team with the National Team uniform, within the financial restraints of the NSO's budget;
  - h. regularly provide National Team program information (training and competition) to the Athlete in the form of mailed or electronic correspondence;
  - i. provide a formal review of the Athlete's annual training program. This formal review shall include the national team coach(es), the athlete and any of the athletes' personal coaches (where requested in writing by the athlete);
  - j. publish NSO approved, AAP (Athlete Assistance Program aka "carding") compliant criteria for the selection of Eligible Athletes to be nominated for the AAP ten months before the start of the AAP eligibility cycle for the particular sport.
  - k. provide funding for the Athlete for training camps and competitions in accordance with the budget of PC;
  - l. provide for two (one male and one female) representatives elected by the athletes to sit as voting members (one vote) of the Executive Board of PC; and
  - m. provide a hearing and appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent arbitration process with respect to any dispute the Athlete may have with PC, 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.

## **Athlete's Obligations**

### **2. The Athlete shall:**

- a. recognizing the responsibilities of the coaches in coaching-related decisions, follow the training and competitive program mutually agreed to by the following:
  - o the Athlete;
  - o the PC National Coach or Director responsible for developing and monitoring National Team training and competitive programs; and
  - o the Athlete's personal coach(es).
- b. be a member in good standing of their provincial association and hold a valid UIPM athlete license;
- c. 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;
- d. provide the PC National Coach or HP Director or his or her designate with an annual training chart and a monthly log of training, or any other appropriate information that PC may request;
- e. subject to paragraph 2(e), participate in all mandatory training camps and competitions as designated by PC;
- f. notify the PC National Coach or HP Director immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming mandatory training camp or competition and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to PC within three weeks of the injury;

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- g. dress in the National Team uniform and other official clothing, if applicable, while traveling or participating as part of the National Team;
  - h. avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
  - i. during or at National Team training camps and competitions, avoid alcoholic consumption to a level 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;
  - j. acknowledge and understand that Pentathlon Canada has adopted the 2015 Canadian Anti-Doping Program (CADP)
  - k. specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am 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.
  - l. agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.
  - m. complete the CCES on line anti-doping education course True Clean Sport 101 and the Sport Canada Athlete Assistance module at the beginning of each new carding cycle. Failure to do so will result in AAP payments being suspended until requirements are completed.
  - n. acknowledge that information, including personal information about me, can be shared between anti-doping organizations for anti-doping purposes and such information will be used only in a fashion that is fully consistent with the limitations and restrictions contained in the World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information.
  - o. understand that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, I consent to having police and law enforcement agencies, border services agencies, Sport Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to me that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.
  - p. 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.
  - q. Athletes approved for the Sport Canada AAP carding must adhere to the Athlete Responsibilities as outlined in Section 3.2 of the AAP Policies and Procedures.
  - r. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
  - s. participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. The NSO usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year; and
  - t. adhere to and comply with PC's appeal procedure;

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- u. abide by the PC team rules. Failure to do so may lead to suspension; and/or withdrawal of international competition privileges; and/or immediate dismissal from the National Team.

Nothing in this agreement shall be taken to supersede or replace any other commitments, responsibilities or obligations to which an Athlete is subject under PC Bylaws, Rules and Regulations, Policies and Guidelines (such as those found in the Harassment Policy, the Code of Conduct, etc.) The obligations detailed in this Agreement are supplemental to all other obligations.

### **3. Default of Agreement**

- a. 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 the following shall occur shall forthwith:
  - i. The one part shall notify the other party in writing of the particulars of the alleged default.
  - ii. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.
  - iii. The parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement.
- b. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

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## ATHLETES CODE OF CONDUCT

The Code of Conduct of Pentathlon Canada is to be observed by all members.

1. Any athlete displaying unacceptable behaviour at a competition will be prohibited from finishing the competition, and can be sent home immediately at his/her expense. Any funding for this event will be rescinded.

Unacceptable behaviour includes:

- Harassing any other person;
- Committing any act which would be considered an offence under Federal, Provincial or local laws;
- Breaking curfew as set out by the NTC and/or failure to show for an event;
- Refusal to cooperate with reasonable requests from the Manager(s)/Coach(es) duly appointed by Pentathlon Canada;
- Cheating or interfering with a fellow competitors opportunities;
- Unsportsmanlike conduct;
- Disregard for the international list of banned substances and methods

Any athlete guilty of one or more of the above infractions may be barred from further competition for 12 months.

An appeal may be made in writing to the Appeals Committee of Pentathlon Canada should the member or his/her guardian feel he/she has been unfairly treated. The appeal will be ruled on by the committee within 7 days.

2. Every athlete and other person participating in the sport shall reasonably cooperate with the Canadian Centre for Ethics in Sport (CCES) or another anti-doping organization investigating anti-doping rule violations and a failure to do so may be the basis for disciplinary action within the sport

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# WAIVER

## **Covering all Modern Pentathlon Competitions, Local, Provincial, National and International**

I am aware that modern pentathlon involves many inherent risks, dangers and hazards, including but not limited to, the use and operation of air pistols, fencing equipment, equestrian equipment, horses and obstacles, cross-country running terrain with associated hazards, negligence on the part of event organizers, event volunteers, coaches, other athletes and spectators.

I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting from such risks, dangers, and hazards. In consideration of Pentathlon Canada allowing me to take part as a manager, coach or athlete in Modern Pentathlon competitions, whether they be local, provincial, national or international, (hereafter referred to as "the Competitions"), I hereby agree as follows:

1. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my participation in, and/or travel to or from, the Competitions;
- 2.. TO WAIVE ANY AND ALL CLAIMS that I may have against Pentathlon Canada, its directors, officers, employees, agents and representatives (all of whom are collectively referred to as "Pentathlon Canada");
3. TO RELEASE Pentathlon Canada from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my participation in, and/or travel to or from, the Competitions, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF Pentathlon Canada;
4. TO HOLD HARMLESS AND INDEMNIFY Pentathlon Canada from any and all liability for property damage or personal injury suffered by myself or by a third party as a result of my participation in, and/or travel to or from, the Competitions.

I have read and understood this Waiver prior to signing it and am aware that by signing this document, I am accepting the terms of this Waiver and am thereby affecting the legal rights and liabilities of myself, my family, administrators and assigns in relation to Pentathlon Canada I confirm that I am over the age of majority in my Province.

*(For those under the age of majority in their Province)* I understand that my parent or guardian is required to sign this Waiver before I can participate in any competition under the auspices of Modern Pentathlon.