



Athlete Agreement

1 December 2022 – 30 November 2023

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THIS AGREEMENT as of [month] [day], [year]

BETWEEN:

[NAME OF ATHLETE], residing at:

ADDRESS

(the “Athlete”)

AND:

Bowls Canada Boulingrin, a registered Canadian amateur athletic association having its registered office at:

2451 Riverside Drive, % House of Sport, Ottawa, ON K1H 7X7,
CANADA

(the “**National Sport Organization**” or “**NSO**”)

BACKGROUND INFORMATION

- A. The NSO is recognized by World Bowls, Commonwealth Sport Canada, and the Government of Canada as the national governing body for the sport of bowls.
- B. The NSO strives to deliver a world-leading program and enter a National Team into competition that achieves the best international results it possibly can.
- C. The Athlete has exceptional and unique knowledge, skill and ability in the sport of bowls and wishes to compete for Canada as a member of the NSO’s National **Senior** Squad.
- D. Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility to comply with requirements of external sport governance bodies including the Commonwealth Games Federation (“CGF”), the International Federation (“IF”), the Canadian Centre for Ethics in Sport (“CCES”) and the World Anti-Doping Agency (“WADA”).

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:



TERM AND SCOPE OF THE AGREEMENT

1. This Agreement is effective from December 1, 2022, to November 30, 2023.
2. The Athlete is a member of the National Senior Squad for the duration of this Agreement, unless earlier terminated in accordance with this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in this Section 3 are integral to the Athlete and NSO relationship and are an integral part of this Agreement. The NSO agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to follow and adhere to these policies:
 - (a) [NSO Anti-Doping Policy](#);
 - (b) [NSO Code of Conduct](#);
 - (c) [NSO Uniform Policy](#);
 - (d) NSO Fee Schedule; (APPENDIX B)
 - (e) [NSO Governance Policies](#);
 - (f) [NSO Dispute Resolution Policy](#);
 - (g) [NSO Discipline and Complaints Policy](#);
 - (h) [NSO Social Media Policy](#);
 - (i) [NSO Athlete Reporting Procedures](#);
 - (k) [NSO Appeals Policy](#);
 - (l) [NSO Team Protocols](#)

From time to time, the NSO's existing policies may be updated or changed and the Board of Directors of the NSO may approve new policies. This Agreement references the most recent policies at the time of signing. The NSO will inform the Athlete of any changes to its policies and agreements and will always have the most current version of its policies available through the usual communications of the NSO in accordance with section 14(f) of this Agreement.



DEFINITIONS

4. Unless otherwise stated, in this Agreement:
- (a) **“Abuse Free Sport”** means Canada’s independent system for preventing and addressing maltreatment in sport created by the SDRCC.
 - (b) **“Agreed Upon Training Plan”** means a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team;
 - (c) **“Agreement”** means this written agreement, its appendices and policies;
 - (d) **“Athlete”** means the person identified as the Athlete to the Agreement, listed above;
 - (e) **“Athlete Commercial Agreement, or ACA”** means a separate and optional contract entered into between the NSO and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;
 - (f) **“AthletesCAN”** means the association of Canada’s National Team athletes;
 - (g) **“Athlete’s Emergency Contact”** means a person designated by the Athlete to the NSO, such as a parent, close family member, close friend or spouse, who the NSO will contact in the event of an emergency;
 - (h) **“Athlete Representative”** means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by the NSO at decision-making bodies such as the High-Performance Committees;
 - (i) **“Athlete Sponsor”** means any entity, whether characterized by Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;
 - (j) **“Banned Substance”** means those substances and methods listed in the Canadian Centre for Ethics in Sport’s list of “banned and restricted Doping Classes and Methods” with any such additional substances as may from time to time be added to the said list by the various governing bodies of the sport, the NSO, or such other recognized body having at the time jurisdiction over the sport;
 - (k) **“Business Day”** means Monday through Friday, from 9am to 5pm Eastern Time, and excludes weekends and public holidays;



- (l) “**CADP**” means the Canadian Anti-Doping Program;
- (m) “**CCES**” means the Canadian Centre for Ethics in Sport;
- (n) “**Default Notice**” means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure (see the Dispute Resolution Method section);
- (o) “**Designated Contact**” means the individual designated by the NSO in section 14(a) of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;
- (p) “**Fee Schedule**” means the schedule of when an Athlete will have to pay any fees or costs associated with participation on a national squad, and the amount;
- (q) “**HPM**” means High Performance Manager
- (r) “**HPP**” means High Performance Program;
- (s) “**IF**” means the International Federation, which is World Bowls;
- (t) “**IST**” means Integrated Support Team and is a multi-disciplinary team of sport science, sport medicine and sport performance professionals including experts in exercise physiology, mental performance, biomechanics, performance analysis, nutrition, strength, conditioning, medicine, physical therapy, massage therapy, and sport administration;
- (u) “**Major Games National Team**” means the athletes, coaches and necessary support staff selected to form a Canadian team for a Commonwealth Games or World Championship.
- (v) “**Marketing Rights**” means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete’s image, voice, name, personality, likeness and fame gained in **bowls** as a member of the NSO National Team to promote the NSO and its high performance program and athletes, and includes all Athlete images whether captured in competition, training or other NSO Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);
- (w) “**National Team**” means the athletes, coaches and necessary support staff selected to the National Senior quads and those athletes selected to form a Canadian team for an international event. (May include World Championship, international qualifier, international invitational, or other particularly meaningful events);



- (x) **“National Team Event”** means the identified international events at which a national team will compete such as an international invitational or Major Games qualifying event.
- (y) **“Non-Commercial Use”** means any use of Marketing Rights by the NSO solely for the purposes of promoting the NSO using NSO marks on a stand-alone basis, or in conjunction with non-commercial third parties such as **World Bowls** marks or NSO/IF event marks, but not affiliated or attached to any NSO partner promotion, activation or activity;
- (z) **“NSO Sanctioned Activities”** means all NSO training camps, competitions, fitness testing, NSO or IF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;
- (aa) **“NSO Sponsor”** means any entity, whether characterized by NSO as a sponsor, supplier, licensee or otherwise, with whom the NSO has a contract to use, market, advertise, or promote their products or services;
- (bb) **“OSIC”** means the Office of the Sport Integrity Commissioner;
- (cc) **“Personal Equipment”** means equipment provided by the Athlete or the Athlete Sponsor;
- (dd) **“Personal Information”** means information collected about an identifiable individual, which may include information concerning:
 - (ee) the physical or mental health of an individual;
 - (ff) any health service provided to an individual; or
 - (gg) the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.
- (hh) **“Privacy Officer”** means the person responsible for privacy within the NSO;
- (ii) **“Progress Report Information”** means the information provided to the Athlete by the NSO to track the status of progress of the Athlete on a monthly basis;
- (jj) **“Team Uniform and Equipment”** means uniform and equipment provided by the NSO or through an NSO Sponsor;
- (kk) **“SDRCC”** means the Sport Dispute Resolution Center of Canada;
- (ll) **“WADA”** means the World Anti-Doping Agency.



(mm) **“WB”** means World Bowls, which is the International governing body for the sport of bowls;



OBLIGATIONS

Team Selection & Eligibility

5. The NSO will:
 - (a) organize, select and operate teams of athletes, coaches and other necessary support staff as part of National Teams to represent Canada in the sport of bowls throughout the world in accordance with the approved budget and policies of the NSO;
 - (b) publish team selection and eligibility criteria for all National Teams at least three months before the selection of a particular National Team;
 - (c) publish team selection and eligibility criteria for all Major Games National Teams at least five months before the selection of a Major Games National Team;
 - (d) communicate the National Team Event or Major Games selection and eligibility criteria by circulating same by email to all eligible National Team athletes and in accordance with section 14(f) of this Agreement;
 - (e) post its policies, rules and regulations online at:
<https://bowlsCanada.com/en/news-about-us/governance/> ;
 - (f) not make changes to any policies, rules and regulations regarding an athlete selection while the selection process is underway;
 - (g) publish any changes to its rules and regulations through the usual communications of the NSO (for example, by e-mail) in accordance with section 14(f) of this Agreement;
 - (h) conduct selection of members to all National Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
 - (i) notify athletes individually of selection or non-selection and provide reasons;
 - (j) protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of the NSO, IF or other party and informing the Athlete if any proposed activity, communicated by the Athlete to the NSO, appears to be in violation of such eligibility rules; and
 - (k) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all IF sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published NSO eligibility and selection criteria for National Teams or Major Games National Teams.
6. The Athlete:
 - (a) warrants that they are a Canadian citizen or is otherwise eligible to compete representing the NSO and Canada. If the Athlete's status changes, the Athlete will immediately inform the NSO's Chief Executive Officer or Designated Contact;



- (b) will be aware of and comply with all policies, rules and regulations of the NSO, which may change from time to time and are posted online at: <https://bowlscanada.com/en/news-about-us/governance/>, and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication in accordance with section 14(f) and 14(d), respectively;
 - (c) will comply with all NSO, IF or other applicable eligibility requirements;
 - (d) will notify the Designated Contact immediately of any circumstance which may affect their eligibility, for example, an injury or other legitimate reason that will prevent the Athlete from attending any training event, selection event and/or competition event for which they have been or may be selected;
 - (e) will maintain status as an athlete in good standing with the NSO by maintaining a current membership with a Canadian bowls club affiliated with the NSO and in accordance to the terms contained in this agreement and NSO policies; and
 - (f) agrees to provide their consent to be bound by the [Universal Code of Conduct to Prevent and Address Maltreatment in Sport](#) (the UCCMS), as amended from time to time, and to be subject to proceedings initiated related to potential violations of the UCCMS, including, without limitation, accepting the jurisdiction of the OSIC/Abuse-Free Sport if they are, at any point, designated as a UCCMS Participant by the NSO.
7. Notwithstanding any other terms of this Agreement, the NSO retains the right to withdraw any allocation of competitive opportunities in any events regulated by the NSO if, in the reasonable and fair exercise of its discretion, the NSO 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 the NSO’s established disciplinary procedures;
 - (c) The Athlete is unable or unwilling to meet the provisions of the established training and/or competition program agreed to between the Athlete and, the NSO’s Coaching Staff and HPM; or
 - (d) The athlete is unable to compete due to a health-related curtailment of activities.



Uniforms and Equipment

8. The NSO will:
 - (a) provide team uniforms, products and equipment in accordance with the budget and policies of the NSO for use during all official training, competition and public appearances;
 - (b) seek feedback from the Athlete Representatives regarding the Team Uniform and Equipment, including material and design before such items are ordered by the NSO or NSO Sponsor;
 - (c) implement the Team Uniform and Equipment feedback subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
 - (d) pay for and modify Team Uniform and Equipment if the parties agree a modification is required to accommodate a reasonable need of the Athlete including a disability or performance need. A reasonable modification request will not be withheld, and each request is dealt with on an individual, case-by-case basis.

9. The Athlete will:
 - (a) wear and/or use the Team Uniform and Equipment in accordance with the NSO Uniform Policy;
 - (b) provide feedback to the NSO regarding the Team Uniform and Equipment, including feedback regarding the material and design before such items are ordered by the NSO or NSO Sponsor; and
 - (c) communicate any required modifications to the Designated Contact before or when the NSO seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by the NSO.

Training and Competition

10. The NSO will:
 - (a) present a schedule of training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team (the “Agreed Upon Training Plan”). The plan will be developed in consultation with the Athlete and the Athlete’s coaches in accordance with section 11(a);
 - (b) manage the Agreed Upon Training Plan in accordance with the budget and policies of BCB. This includes monitoring the Athlete’s ongoing training and development and providing feedback where necessary to assist in athlete development;
 - (c) not unreasonably withhold its approval of proposals by the Athlete to make changes to the Agreed Upon Training Plan; and



- (d) provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed changes to competition and training plans and Progress Report Information as soon as the circumstances permit.

11. The Athlete will:

- (a) consult with the National Team coaches to develop the Agreed Upon Training Plan, and present to the NSO for the NSO's approval, proposed changes to the Agreed Upon Training Plan, if any, as soon as the circumstances permit;
- (b) not unreasonably withhold their approval of proposals by the NSO to make changes to the Agreed Upon Training Plan;
- (c) demonstrate commitment to the Agreed Upon Training Plan and provide the National Team coaches with completed Progress Report Information provided to the Athlete by the NSO;
- (d) avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by the NSO; and
- (e) Not engage in unacceptable conduct, on or off the greens at any domestic or international event. At an international event this may result in immediate removal from a Team and immediate flight back to Canada at the Athlete's own expense. These actions may be subject to discipline in accordance with the BCB Discipline and Complaints Policy.



Information and Privacy

12. The NSO will:
 - (a) designate an employee who acts in the role of the NSO's Privacy Officer and communicate that designation and any changes to the designation to the Athlete as soon as the circumstances permit;
 - (b) collect Personal Information from the Athlete;
 - (c) communicate to the Athlete which recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential as soon as the circumstances permit;
 - (d) protect all information gathered in relation to the Athlete; and
 - (e) not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.
13. The Athlete will:
 - (a) provide the NSO with any Personal Information required to confirm the eligibility of the Athlete;
 - (b) provide the NSO with Personal Information required for the NSO to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of the NSO; and
 - (c) Excluding safe sport related concerns or complaints, not disclose, sell, transfer, give, circulate or otherwise make public any NSO recordings, technology, tactics, methods, logistics or other information that the NSO deems confidential, unless required to do so by law.
 - (d) at all times take all reasonable measures in order to prevent the disclosure or non-authorized use of Confidential Information.

Communication

14. The NSO will:
 - (a) assign HPM Don Caswell (dcaswell@bowlscanada.com) as the Designated Contact for the Athlete;
 - (b) ensure that the Designated Contact or an alternate NSO staff person at the NSO office is available for communication each business day the NSO is open for business, and will respond within seven (7) days;
 - (c) communicate both orally and in writing in the official Canadian language of the Athlete's choice;
 - (d) communicate in a timely manner, using appropriate methods such as telephone, e-mail, SMS, text or video messaging, or other methods depending on the nature of the communication and the Athlete's expressed communication preferences;



- (e) respond to the Athlete correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they do not exceed the timeframe in subsection 14(b); and
- (f) notify the Athlete forthwith by e-mail if there are any changes made to the NSO's policies or agreements listed in section 3, and post all new or updated NSO policies, agreements, or general updates via email.

15. The Athlete will:

- (a) provide the NSO with up-to-date contact information including phone number(s) and an e-mail address that accepts file attachments and that the Athlete will make reasonable efforts to check in with the NSO at least once every seven (7) days;
- (b) provide the NSO with the required information to communicate by some other reasonable method of communication should the Athlete so choose;
- (c) respond to NSO correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they don't exceed the timeframe in subsection (a) of this section; and
- (d) provide receipt by e-mail or electronic signature of notice from NSO as per section 14(f) within seven (7) business days. If the Athlete does not provide receipt of notice after seven (7) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

Medical and Injury

16. In the event of an injury or illness of the Athlete, the NSO will:

- (a) assist the Athlete in maintaining health or returning to health.
- (b) make every effort to contact the Athlete's emergency contact prior to medical treatment being initiated in the event of a serious medical situation where the Athlete lacks legal capacity to make healthcare decisions arising while the Athlete is training or competing. Should this not be possible, the NSO reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.



17. 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, the NSO or its agent (Team Manager, Coach, Technical Support Staff or other designated person), will make all reasonable efforts to contact the Athlete's emergency contact to obtain consent for medical treatment. 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 the NSO 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.
18. In the event of an injury or illness, the Athlete will:
- (a) notify the National Coach and/or Designated Contact verbally within 24 hours, and the Designated Contact in writing within 48 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;
 - (b) provide the NSO with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - i) date or estimated the injury or illness was incurred;
 - ii) nature of the injury or illness, and whether it is an overuse or chronic injury;
 - iii) rehabilitation protocol, if any;
 - iv) amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
 - v) expected date for return to full training and full recovery
 - (c) follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at the NSO's discretion, an NSO designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.

Anti-Doping

19. The NSO will:
- (a) ensure that the Athlete receives communications from the IF, WADA, CCES or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
 - (b) promote an environment and culture of clean sport;
 - (c) ensure procedural fairness, where neither doping, nor unreasonable violations of the Athlete's rights to privacy or a just and fair process are tolerated; and



- (d) as soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST or other person known to be involved, likely to be involved, or desiring to be involved in the NSO's activity, and under sanction by the NSO or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

20. The Athlete will:

- (a) comply with the anti-doping rules of the IF, CCES and NSO, including submitting to announced and unannounced doping control testing when required by the NSO, IF, CCES, WADA or any other agency authorized to conduct anti-doping testing;
- (b) if asked, complete the CCES online anti-doping courses, True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new squad cycle or at another time specified by Sport Canada and not more than once per calendar year;
- (c) participate, if asked by the NSO to do so, in any doping control and/or education program developed by the NSO in co-operation with Sport Canada and the CCES;
- (d) abide by the CADP as administered by the CCES;
- (e) refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by the NSO or an anti-doping agency for a doping-related offence;
- (f) not use banned substances that contravene the rules of the IF or the CADP; and not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection; Sign the CCES Athlete Contract regarding the CADP in Appendix A



Funding and Financial

21. The NSO will:
 - (a) provide an estimated Fee Schedule (Appendix B) to the Athlete that the Athlete will be required to pay to the NSO during the term of the Agreement and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to the NSO;
 - (b) inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees as set out in the Fee Schedule, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.
22. The Athlete will:
 - (a) review any Fee Schedule provided to them as soon as possible after it is received;
 - (b) pay the invoiced fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph 21(b) or as the circumstances require; and
 - (c) reimburse additional expenses incurred by the NSO on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require.



Commercial, Marketing, Public Appearances and Statements

23. The Athlete and NSO agree that:
- (a) both parties have significant mutual interests in the promotion and independent commercial success of both the NSO and the Athlete;
 - (b) it is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
 - (c) the Athlete and NSO may enter into a separate Athlete Commercial Agreement (the “**ACA**”); and
 - (d) the NSO will only offer the separate ACA to the Athlete once this Agreement is executed.
 - (e) The athlete will not enter into a commercial agreement without first negotiating a separate ACA with NSO.
 - (f) Both parties will identify any existing commercial agreements that pre-date this Agreement.
24. If the Athlete and NSO do not enter into a separate ACA, the Athlete:
- (a) agrees and gives consent to the NSO to use the Athlete’s Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and the NSO and Athlete agree that such consent does not extend to NSO Sponsors;
 - (b) will make themselves available to media during training camps, special activities and following competitions, and give first priority to interview requests arranged through the NSO, provided that this does not unreasonably interfere with the Athlete’s training or competition program;
 - (c) will provide requested biographical and other marketing relating information to the NSO;
 - (d) will refrain from making comments that could reasonably be expected to have a detrimental effect on the image of the NSO, and/or other athletes;
 - (e) will address any issues related to any member, manager or official of the NSO through the established dispute resolution procedure.

DISPUTE RESOLUTION METHOD

25. The NSO will provide a hearing and appeal procedure with respect to any dispute between the Athlete and the NSO that conforms with principles of natural justice and procedural fairness. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC. The details of this procedure will be published by the NSO under its Dispute Resolution Policy and Appeal Policy found at <https://bowlscanada.com/en/aboutus/policy.html>.
26. Where one of the parties to this Agreement alleges that the other party has failed to conform to their obligations under this Agreement, the parties agree:



- (a) the one party will notify the other party in writing of the particulars of the alleged default (the “Default Notice”);
 - (b) to indicate in the Default Notice, the steps to be taken to remedy the situation, and set out a reasonable period of time within which steps may be taken; and
 - (c) where the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out, that party will file a complaint through the process set out in the BCB Dispute Resolution and BCB Appeal Policy.
27. The parties agree that the giving of the Default 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. If the party receiving the Default Notice remedies the breach within the specified period of time, the dispute will be considered resolved and neither party will have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the Default Notice fails to remedy the breach within the specified period of time, and the party that gave the Default Notice still wishes recourse against the other concerning the matters alleged to comprise the default, that party will use the dispute settlement mechanism of this Agreement to resolve the differences between the parties.

NOTICE

28. Any notice required or permitted to be given to the Designated Contact by the Athlete under this Agreement will be done in accordance with section 15 of this Agreement. Notice will be executed by delivery by courier to the NSO at 2451 Riverside Drive, Ottawa, ON K1H 7X7 or delivery by e-mail to dcaswell@bowlsCanada.com .
29. Any notice required or permitted to be given to the Athlete by the NSO under this Agreement will be done in accordance with section 15 of this Agreement. Notice will be executed by delivery by courier to the Athlete at [Physical Address] or by delivery by e-mail to [Athlete e-mail].

INSURANCE

30. The athlete acknowledges that the NSO carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses or travel claims. The NSO 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.

ASSUMPTION OF RISK

31. The Athlete agrees that participation as a National Team member exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the “Assumed Risk”).



32. The athlete acknowledges that BCB will not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor will BCB 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 BCB 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.
33. The NSO will reduce the Assumed Risk through risk management, including the implementation of a Risk Management Policy and a separate risk registry.

TERMINATION

34. The Athlete:
 - (a) may terminate this Agreement at any time by providing written notice of termination to the NSO;
 - (b) understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits and privileges of participation on the National Team, and the right to compete internationally at IF sanctioned events.
35. The NSO may terminate this Agreement, subject to section 36 by providing written notice, prior to its scheduled expiry if the Athlete:
 - (a) has been found guilty by the CCES, WADA, or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
 - i) the limitation period for an appeal has passed or the Athlete has appealed, and the appeal has been decided; and
 - ii) the sanction against the Athlete was not reduced;
 - (b) has been convicted of a violent criminal offense; or
 - (c) has become ineligible to represent the NSO.
36. Any decision by the NSO to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through the NSO's Appeal Policy.

GOVERNING LAW

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

GENERAL PROVISIONS

38. This agreement constitutes the entire Agreement between the parties hereto and replaces all previous Agreements entered into between them.
39. If any provision of this Agreement is deemed invalid or unenforceable, then the remaining provisions will not be affected and every other provision will be valid and enforceable to the fullest extent permitted by law.



40. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
41. The Athlete and the NSO confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
42. 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.
43. 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Signed by Bowls Canada Boulingrin
in the presence of:

Signature of Witness

Name of Witness

Bowls Canada Boulingrin
Anna Mees – Chief Executive Officer

Occupation of Witness

Signed by [ATHLETE NAME]
in the presence of:

Signature of Witness

Name of Witness

[ATHLETE NAME]

Occupation of Witness



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

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

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

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

I acknowledge that it is a condition of the Athlete's participation that I sign a medical release & liability waiver on behalf of the Athlete.

Parent/Guardian Name (please print)

Date

Parent/Guardian Signature



Appendix “A” – CCES Contract regarding the Canadian Anti-Doping Program

This section confirms the Athlete’s understanding of CADP expectations.

I understand that my National Sport Organization, **Bowls Canada Boulingrin**, has adopted the 2021 Canadian Anti-Doping Program (CADP).

1. I specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
2. I further agree that regardless of my membership status in my National Sport Organization (or my withdrawal from membership or my membership’s expiry), I shall remain continually subject to the CADP and shall hereafter be bound by all the anti-doping rules and responsibilities contained in the CADP until (i) I am removed as a member of the NAP in my sport or (ii) I file a Retirement Form with the CCES, whichever first occurs.
3. I agree that I have been educated regarding the anti-doping rules, responsibilities and violations contained in the CADP.
4. I 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.
5. With the understanding that any disclosure is for the sole purpose of assisting the Canadian Centre for Ethics in Sport (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.

By signing this form, I acknowledge that I agree with and remain subject to the clauses outlined above until such a time as I am removed from the NAP. (If the athlete is a minor or has an impairment preventing them from signing this form, a parent or guardian is to sign together with, or on behalf of, the athlete.)

Athlete Name: _____ Athlete Signature: _____

Date: _____



APPENDIX B - Fee Schedule

FEE	Applicable Athlete Group	Cost	Estimated Date for Invoice	Terms of Payment
Senior Squad Program Fee	All Senior Squad Athletes	\$250	January 2023	payable within 30 days of invoice date
Other identified international events in 2023	All selected athletes	\$2000	TBD	Payable within 30 days of invoice date
World Bowls Training/Selection Camp - May 6-11, 2022	Senior Squad athletes	TBD*	TBD*	TBD*
2023 World Bowls Championships Contributions	Athletes selected to the World Bowls Championships team	\$2000	June 2023	Payable within 30 days of invoice date

*The costs for camp is currently TBD. There will be funding available to attend camp. Athletes will be expected to contribute to this event. Discussions with athlete representatives will be held to determine the formula that makes the most sense for athletes. Past models have included BCB contributing costs for accommodation and some meals with athletes contributing travel and ground transportation. This will be determined no later than January 31, 2023.