
NATIONAL TEAM ATHLETE AGREEMENT

THIS AGREEMENT as of

BETWEEN

(NAME OF ATHLETE), residing at:

(the "Athlete")

AND

GYMNASTICS CANADA, a registered Canadian amateur athletic association having its registered office at:
1900 City Park Drive, Suite 1200, Ottawa, ON K1J 1A3
(the "National Sport Organization" or "NSO" or "GymCan")

WHEREAS:

- A. GymCan is recognized by the International Gymnastics Federation ("FIG"), Canadian Olympic Committee ("COC") and the Government of Canada as the national governing body for the sport of gymnastics;
- B. GymCan 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 gymnastics and wishes to compete for Canada as a member of the GymCan National Team;
- 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 International Olympic Committee ("IOC"), the FIG, the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA");
- E. The Sport Canada Athlete Assistance Program (the "AAP") requires these mutual obligations to be stated in a written agreement to be signed by GymCan and the Athlete who applies for assistance under the AAP.

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

TERMS AND SCOPE OF THE AGREEMENT

1. This Agreement is effective from the date of the Athlete's (and/or parent's or legal

guardian's, if a minor according to the provincial/territorial statute) signature to the conclusion of the National Team ranking period set forth in the National Team selection criteria.

RELATED POLICIES AND AGREEMENTS

2. The parties agree that the policies and agreements listed in this section are integral to the Athlete and GymCan relationship and are contained as appendices to this Agreement. GymCan agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to read and follow these policies and protocols:
 - a) GymCan National Team Handbook
 - a. Anti-doping Protocol
 - b. Injury reporting Protocol
 - c. Team Clothing Protocol
 - d. Funding Protocol
 - e. Social Media Protocol
 - f. Travel Protocol
 - g. True Sport Principles
 - b) GymCan [National Safe Sport Policy](#);
 - c) GymCan [Code of Ethics and Conduct Policy](#);
 - d) GymCan [Abuse, Maltreatment, and Discrimination Policy](#);
 - e) GymCan [Complaints and Discipline Policy and Procedures](#);
 - f) GymCan [Appeals Process](#) and [Form](#);
 - g) GymCan [Travel Policy](#);
 - h) GymCan Responsibilities Manual

From time to time, GymCan's existing policies may be updated or changed and the Board of Directors of GymCan may approve new policies. This Agreement contains the most recent policies at the time of signing. GymCan 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 GymCan and on the GymCan website.



DEFINITIONS

3. Unless otherwise stated, in this Agreement:

“**AAP**” means Sport Canada’s Athlete Assistance Program; also referred to as “carding”;

“**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 the National Team;

“**Agreement**” means this written agreement;

“**Athlete**” means one of the parties to the Agreement, listed above;

“**AthletesCAN**” means the association of Canada’s National Team athletes;

“**Athletes Commission**” means a group of athlete representatives, usually from diverse genders, disciplines and classifications, governed by written or unwritten terms and elected or selected to meet, discuss, and communicate positions and feedback representing all athletes in the sport governed by GymCan;

“**Athlete Representative**” means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by GymCan at decision-making bodies such as GymCan committees or the GymCan Board of Directors, and may include Athletes Council members;

“**Athlete Sponsor**” means any entity, whether characterized by the 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;

“**Banned Substances**” means those banned 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, GymCan, or such other recognized body having at the time jurisdiction over the sport;

“**Business Day**” means Monday through Friday, excludes weekends and public holidays;

“**CADP**” means the Canadian Anti-Doping Program;

“**CCES**” means the Canadian Centre for Ethics in Sport;

“**COC**” means the Canadian Olympic Committee;

“**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);

“**Designated Contact**” means the individual designated by GymCan as the Athlete’s main contact for questions, concerns, and communication regarding this Agreement;

“**FIG**” means the International Gymnastics Federation, which is the International governing body for the sport of gymnastics;

“**GymCan Sanctioned Activities**” means all GymCan training camps, competitions, fitness testing, GymCan or FIG technical meetings, press conferences, fundraising activities, meet and greets, and personal appearance/promotional days;

“**GymCan Sponsor**” means any entity, whether characterized by GymCan as a sponsor, supplier, licensee or otherwise, with whom GymCan has a contract to use, market, advertise, or promote their products or services;



“**IF**” means the International Federation, which is the International Gymnastics Federation (FIG);

“**IOC**” means the International Olympic Committee;

“**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;

“**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 gymnastics as a member of the GymCan National Team to promote GymCan and its high performance program and athletes, and includes all athlete images whether captured in competition, training, or other GymCan sanctioned activities used in the media whatsoever (print, video, digital, social, etc);

“**National Team**” means the athletes and their personal coaches selected following the National Team selection criteria of each discipline. This term is not limited to athletes receiving AAP;

“**Non-Commercial Use**” means any use of Marketing Rights by GymCan solely for the purpose of promoting GymCan and using GymCan marks on a stand-alone basis, or in conjunction with non-commercial third parties such as FIG marks or GymCan/FIG event marks, but not affiliated or attached to any GymCan partner promotion, activation, or activity;

“**Personal Information**” means information collected about an identifiable individual, which may include information concerning:

- a) The physical or mental health of an individual;
- b) Any health service provided to an individual; or
- c) 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.

“**Team Uniform and Equipment**” means the uniform and/or equipment provided by GymCan or through a GymCan sponsor;

“**SDRCC**” means the Sport Dispute Resolution Centre of Canada;

“**WADA**” means the World Anti-Doping Agency.



1. OBLIGATIONS OF GYM CAN

In consideration for my Agreement to be bound by the terms of this Agreement (section 2), I understand that Gymnastics Canada agrees to do the following:

- a. **Safe Sport Environment.** Be a leader in Canada and abroad in creating and fostering a safe, healthy, and inclusive environment for all individuals. GymCan is committed to working collaboratively with international, national, provincial, and territorial federations and external organizations to build, advance, and administer Safe Sport policies, education, and advocacy initiatives.
- b. **High Performance Program.** Develop and operate a National Team program for athletes, coaches, and other necessary support staff to represent Canada in the sport of gymnastics throughout the world. Furthermore, GymCan will provide me with an ongoing review of my training and competitive program and will work with my coach(es) and I on establishing expectations and objectives for the term of this Agreement.
- c. **Team Selection and Eligibility**
 - I. 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 gymnastics throughout the world;
 - II. Conduct the selection of members to the National Team in a manner that conforms with generally accepted principles of natural justice and procedural fairness;
 - III. Work in conjunction with the specific organizations (COC, Commonwealth Games Canada) and with the input of the athletes and coaches to publish team selection and eligibility criteria in accordance with their policy at least twelve (12) months in advance of the selection for Olympic Games and Pan Am Games and at least six (6) months for the World Championships and other major competitions. Please note that directives may change or be received later than the above-mentioned timelines for respective selection criteria. Therefore, selection criteria might be modified accordingly;
 - IV. Post all policies, rules, and regulations at <http://www.gymcan.org/>, including team selection and eligibility criteria and publish links and information in the usual GymCan communications (newsletters, meetings, press releases);
 - V. Refrain from making changes to any policies, rules, and regulations regarding athlete selection while the selection process is underway, except in the case of unforeseen circumstances, as outlined in each competition's selection criteria;
 - VI. Ensure that athletes involved in a selection process are informed and provided with rationale of selection or non-selection to GymCan teams;
 - VII. Protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of GymCan, the FIG, or other parties and informing the Athlete if any proposed activity, communicated by the Athlete to GymCan, appears to be in



- violation of such eligibility rules;
- VIII. Within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete in all FIG, IOC, FISU, PAGU, CGF or other internally sanctioned events that the athlete is entitled and eligible to compete at, and agrees to compete at, subject to this Agreement and duly published GymCan eligibility and selection criteria for National Teams or Major Games National Teams;
- IX. Provide the Athlete with an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute they may have with the national sport organization (NSO), 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.

d. Information and Privacy

- I. Collect personal information from the Athlete;
- II. Protect all information gathered in relation to the Athlete;
- III. Relevant personal information will be shared with Own the Podium, the Canadian Centre for Ethics in Sport, Canadian Sport Institutes, GymCan Technical and IST Members
- At any time, athletes can request to their GymCan designated program staff for information not to be shared.
- IV. Not disclose any information about the Athlete to outside parties without the consent of the Athlete, unless required to do so by law.

e. Communication and Representation

- I. Provide an athlete representative, elected by the National Team athletes, to sit as a voting Member of the Board of Directors;
- II. Provide an athlete representative on the Athletes Commission, elected by the Senior National Team athletes and have this representative sit on the respective Program Committee;
- III. Assign a GymCan Designated Contact for the Athlete;
- IV. Ensure that the Designated Contact or an alternate GymCan staff person at the GymCan office is available for communication each business day GymCan is open for business, and who will respond within seven (7) days;
- V. Communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- VI. Communicate in a timely manner, using appropriate methods such as telephone, email, or other appropriate methods depending on the nature of the communication, the individuals involved, and the Athlete's expressed communication preferences;
- VII. Respond to the Athlete's 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;

- VIII. Notify the Athlete forthwith by email if there are any changes made to the GymCan policies and agreements, and post all new or updated GymCan policies, agreements, or general updates on the GymCan website.

f. Training and competition

- I. Present 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 (the “Agreed Upon Training Plan”). The plan will be developed in consultation with the Athlete and the Athlete’s coaches;
- II. Manage the ‘Agreed Upon Training Plan” in conjunction with the athlete and the athlete’s coach(es); and,
- III. Provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, athlete evaluation feedback, anticipated financial costs and assessments, proposed changes to competition, and training plans as soon as the circumstances permit.

g. Funding

- I. Organize and provide the Athlete with funding for official training camps and competitions in accordance with the guidelines and discipline-specific budget of GymCan. Some events may be on a cost-share or self-funded basis;
- II. Notify the Athlete in advance of self-funded or cost-shared events and provide an estimated cost;
- III. Inform the Athlete of any change in the estimated cost as soon as possible;
- IV. Prepare invoices and send them in a timely manner to the Athlete following an event;
- V. Register and cover the cost of the FIG athlete license while the Athlete is a member of the National Team. GymCan will also ensure that insurance for the Athlete’s participation in National Team activities is in place.

h. Medical and Injury

- I. Provide the Athlete with access to a member of the National Team Integrated Support Team during National Team activities and assist the Athlete in obtaining quality medical care, and other sport science services provided through the Canadian Sport Centre/Institute network;
- II. In the event of an injury or illness of the Athlete while in the care of Gymnastics Canada, GymCan will:
 - o Assist the Athlete in maintaining health or returning to health. The IST Lead will communicate with the Athlete and coach to optimize local resources and treatment plans;
 - o During a GymCan activity, 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.

i. Anti-doping

- I. Ensure that the Athlete receives communication from the FIG, WADA, IOC, CCES, or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
- II. Promote an environment and culture of clean sport;
- III. Ensure procedural fairness, no unreasonable violations of the Athlete's rights to privacy, and a just and fair process; and
- IV. 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 GymCan's activity, and under sanction by GymCan or an anti-doping agency for a doping related offence, or who the Athlete is prohibited from associating with the CADP or WADA.

j. Uniform

- I. GymCan will provide a team uniform and competitive attire for National Team events or designate such items to be provided by a GymCan supplier;
- II. GymCan will fund a uniform package for NT athletes and one named coach of NT athletes generally once every two years (see NT handbook for more details). The content of the uniform package will depend on the level and role of the NT athlete;
- III. Seek feedback and input from the GymCan Athletes Commission and NT athletes regarding the team uniforms and applicable equipment, including material and design whenever possible, subject to criteria appropriate in the circumstances including level of consensus among athletes, costs, available options, and timelines.

- k. Promotion.** Help publicize the Athlete's National Team status and participation by creating biographies available to the media via GymCan's website and social media outlets, as well as issue press releases to various media outlets concerning National Team performance. To be managed by GymCan's Communications & Marketing Director.

2. OBLIGATIONS OF THE ATHLETE

In consideration for the support provided by GymCan to me as a member of the National Team, as outlined in Section 1, I agree to be bound by the following:

GENERAL

a. Team Selection and Eligibility



- I. Warrant that I am a Canadian citizen or am otherwise eligible to compete representing GymCan and Canada. If my status changes, I will immediately inform GymCan through the designated contact;
 - II. I will make best efforts to be aware of and comply with all policies, rules, and regulations of GymCan, which may change from time to time and are posted online at (www.gymcan.org), and are further communicated to me with an obligation on me to provide receipt of the communication;
 - III. I will make best efforts to be aware of and comply with all GymCan, FIG, or other applicable eligibility requirements; and
 - IV. I will notify the GymCan designated contact immediately of any circumstances which may affect my eligibility, for example, an injury or other legitimate reason that will prevent me from attending the competition for which I have been selected;
- b. Appeal Process.** I agree to resolve differences of opinion and disputes in accordance with the terms of this Agreement for the remedy of complaints and issues. To this end, I will utilize the appeal procedures set out in the GymCan Operational Policy and Procedures Manual - Section 39 found on the GymCan Website.
- c. Information and Privacy**
- I. Provide GymCan with any personal information required to confirm my eligibility;
 - II. Provide personal information required by GymCan to make sure that I receive proper medical attention or other necessary care that may be needed while under the supervision of GymCan; and
 - III. Not disclose GymCan recordings, technology, tactics, methods, logistics, or other information that GymCan deems confidential, unless required to do so by law.
- d. Communication**
- I. Provide GymCan with an up-to-date phone number, address, and email address that I will make reasonable efforts to check every day;
 - II. Provide GymCan with the required information to communicate by some other reasonable method of communication should I so choose;
 - III. Respond to GymCan correspondence and communication as the circumstances permit, depending upon the nature of the communication, and meet any deadlines for responding provided they have been mutually agreed upon by the parties; and
 - IV. Provide notice of receipt by email or electronic signature of notice from GymCan within seven (7) days or the deadline provided by GymCan. If I do not provide notice of receipt after seven (7) days or prescribed deadlines, I am deemed to have acknowledged and understood the policy or agreement changes.
- e. Safe Sport Environment.** I understand that facilitating a Safe Sport environment is the collective responsibility of all individuals involved in the gymnastics community. As a National Team athlete, I will actively contribute to creating, fostering, and advocating for a safe, healthy, and inclusive environment for all individuals. GymCan expects that



participant conduct will always reflect the highest standard of behaviour and support a safe, healthy environment. However, should I have any concerns about my well-being or the well-being of others in the program, particularly related to potential breaches of GymCan safe sport policies, I will contact the appropriate GymCan representative or visit the GymCan website.

- f. **Conduct and Laws.** I agree to abide by the GymCan policies, including the Code of Ethics and Conduct, the laws applicable to my home province or territory, as well as those of the country in which I am representing the National Team. Furthermore, if I am of the legal age for the consumption of alcohol, I agree to limit such consumption to a level which would not reasonably be expected to cause impairment in my ability to speak, walk, or cause me to behave in a disruptive manner while involved in GymCan activities in Canada or abroad.
- g. **Travel.** I will have in my possession a valid and current passport that does not expire within six (6) months of any travel for which I am assigned by GymCan. I will provide to GymCan or submit to the taking of as organized by GymCan, a suitable passport style photo and profile photo for use by GymCan for event registration. I agree to abide by all travel schedules set out by GymCan and will not make any changes to such travel without the express permission of GymCan. I acknowledge that I am personally responsible for any additional costs resulting from such changes or additional penalties for such changes that were not approved by GymCan.
- h. **Retirement and Inability to Compete.** I agree to notify GymCan promptly if I decide to retire from the National Team, or if an injury or illness may prevent me from fulfilling my responsibilities as a member of the National Team.

TRAINING, PERFORMANCE AND COMPETITIONS

- a. **Responsibilities.** I recognize that as a member of the National Team, I am serving as an ambassador of my sport and that I am a representative of the member gymnasts of GymCan and will therefore conduct myself accordingly. I will demonstrate on an ongoing basis a dedication and commitment in my participation as a member of the National Team over the next twelve (12) months and will abide by GymCan's Safe Sport policies, including the Code of Ethics and Conduct.
- b. **Performance Focus.** I will, to the best of my ability, engage in conduct and/or maintain a living environment that is conducive to high performance achievements and avoid taking any deliberate action that limits my performance or involves significant risk for my ability to perform. I will demonstrate, on an ongoing basis, the determination and commitment to performance excellence expected of a National Team athlete. As such, I will be accountable for my preparation for domestic and international training, preparation, and competition activities and my performances and results at competitions. Should there be any circumstances in my environment that put my general well-being and/or performance focus



at risk, I understand I may confidentially bring forth this information to GymCan for the purpose of finding solutions or appropriate support.

c. Training and Adherence to the National Team Plan.

- I. I will consult with the GymCan designated contact (to be confirmed each year) to develop an agreed upon training plan and present it to GymCan for GymCan's approval, or will inform GymCan of any proposed changes to the agreed upon training plan as soon as the circumstances permit;
- II. I will not unreasonably withhold my approval of proposals by GymCan to make changes to the agreed upon training plan;
- III. I agree to maintain a physical condition in line with the status of a National Team athlete and train towards the National Team goals of improved quality of technique and execution on a continuous basis. I will ensure that as required and requested, I follow through on all NT testing and/or verification;
- IV. When requested by official communication, I agree to submit training logs and/or videos to GymCan for ongoing monitoring and verification;
- V. **Competition Sanctions.** I also acknowledge that I am required to receive necessary GymCan sanctions to participate in any international event separate from NT activities. I agree to avoid participating in any competitions where the Federal Government Sport Policy and/or the policies of GymCan or FIG have determined that such participation is not permitted or could affect my eligibility to participate in competitions sanctioned by the FIG;
- VI. I recognize that appropriate preparation plays a critically important role in achieving my fullest potential. I therefore agree to participate, to the best of my ability, in all mandatory preparation sessions, training camps, or other activities as outlined in the National Team Plan unless excused by GymCan;
- VII. I understand that GymCan events may play a vital role in the generation of funds that will support the National Team. I will therefore participate to the best of my ability in all national or international competitions, trials, or selection activities to which I am assigned. I understand that I will not be obligated to participate in any competition or event if I am ill, injured, ineligible, or exempted;
- VIII. **Competition Readiness.** When I am assigned to compete as a member of the National Team, I will endeavor to perform to the best of my ability and will participate for the full duration of the event unless excused by the designated GymCan representative. I understand that failure to demonstrate competition readiness may result in non-nomination to the team or withdrawal from the start list and possible financial consequences;
- IX. **World Championships and Major Games.** Within the course of this Agreement, I acknowledge that I may have the opportunity to qualify for teams selected by GymCan for World Championships, Pan American Games, Commonwealth Games, or Olympic Games. I understand that selection for these teams will be in accordance with written selection processes that will be published on the GymCan website and sent to me as a member of the National Team.



- d. Intent to Change Clubs.** I agree to discuss with GymCan any intent to change clubs before the change occurs. The decision to change clubs is my prerogative and is subject to the usual national and provincial/territorial rules applicable to all athletes.

FUNDING

- a. I will review any estimated costs for self-funded or cost-shared events and confirm or deny the opportunity within the deadline stated for the event;
- b. I acknowledge that a non-refundable deposit may be required for self-funded or cost-shared events. This deposit will be used to confirm the participation of the athlete;
- c. I will reimburse expenses incurred by GymCan on my behalf within 30 days of receiving an invoice for those expenses or as the circumstances require.

MEDICAL AND INJURY

- a. **Medical Consent and Cooperation.** I recognize the need for GymCan to monitor my health status and I consent to cooperate with the National Team Integrated Support Team (IST), including submitting requested information, and following recommended treatments or courses of action. Furthermore, if requested by GymCan, I will use the designated tool for athlete monitoring and login as required. I understand that GymCan will access my personal information for the sole purpose of supporting my health and well-being, and that GymCan will respect the confidentiality of this information as it pertains to any internal communication of said information.
- b. **Ongoing Health and Medical Examination.**
- I. I will be responsible for the ongoing maintenance of a health status that supports my optimal performance in training and competition;
 - II. I will participate in all necessary medical evaluations and screening as required by GymCan and the members of the GymCan IST;
 - III. I will complete a medical examination with the Chief Medical Officer (CMO), with a specialist in Sport Medicine, or other approved practitioner and will submit all the medical information requested. The medical specialist must also provide a medical certificate attesting to good health, ability to train at the highest level, and/or notification of areas that require special attention. The certificate must be provided to GymCan by the set deadline.
- c. **Injury Notification**
- I. I will notify GymCan verbally within twenty-four (24) hours, and in writing within forty-eight (48) hours or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent me from fulfilling any obligations under this Agreement;



- II. I will provide GymCan with an official letter from a medical doctor within ten (10) working days of the injury. The medical certificate will state:
 - o Date or estimated time the injury or illness was incurred;
 - o Nature of the injury or illness, and whether it is an overuse or chronic injury;
 - o Rehabilitation protocol, if any;
 - o Amount and type of training I can do in the next twelve (12) weeks and/or limitations thereto; and
 - o Expected date for return to full training and full recovery.
- III. Follow a monitored rehabilitation and recovery program for the injury or illness that prevented me from fulfilling obligations under this Agreement, approved by my personal physician and, at GymCan's discretion, a GymCan designated IST Practitioner/or IST Lead, to ensure my return to training and/or competition in a safe and timely manner.

ANTI-DOPING

- a. Comply with the anti-doping rules of the FIG, IOC, CCES, and GymCan, including submitting to announced and unannounced doping control testing when required by GymCan, the FIG, CCES, WADA or any other agency authorized to conduct testing. I understand that I will be entered in the National Athlete Testing Pool;
- b. Complete the CCES on-line anti-doping course when requested and by the deadline set by GymCan: True Sport Clean 101;
- c. If carded, complete the CCES anti-doping course: Sport Canada – Athlete Assistance Program, at the beginning of each new carding cycle;
- d. Participate, if asked by GymCan to do so, in any doping control and/or education program developed by GymCan in co-operation with Sport Canada and the CCES;
- e. Abide by the Canadian Anti-Doping Program (CADP) as administered by the CCES;
- f. Refuse to enter into any relationship with a coach, IST, or person who I know is under sanction by GymCan or an anti-doping agency for a doping-related offence;
- g. Not use banned substances that contravene the rules of the IOC, FIG, or the CADP; and;
- h. Not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection;
- i. **Canadian Anti-Doping Program (CADP).** I understand that my national sport organization, Gymnastics Canada, has adopted the 2021 Canadian Anti-Doping Program (CADP).
 - I. 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;
 - II. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP;



- III. 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;
- IV. With the understanding 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;
- V. By signing this agreement, 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 (National Athlete Pool).

UNIFORM

- a. I will meet all prescribed guidelines for my uniform while travelling or participating as part of the National Team. I understand that these guidelines may have expectations of professional clothing and appearance at all times. Such guidelines do not restrict my ability to wear shoes, socks, grips, and/or wrist supports, or other braces of my choosing provided they are not in violation of the regulations set out by GymCan or the FIG;
- b. Wear and/or use the team uniform and equipment as per the expectations stated in the NT Handbook and the memorandum for each competition.

PROMOTION AND SPONSORSHIP

- a. **GymCan Promotions:** I grant to GymCan the non-exclusive right to use, license, assign, or otherwise use my name, image, likeness, voice, or performance as a member of the National Team for the purposes of :
 - promoting the sport of gymnastics, my achievements as a gymnast, and the work of GymCan;
 - inclusion in promotional and news-based coverage of GymCan events and activities for the web, TV, news media outlets, and other forms of distribution, as appropriate;
 - producing educational or safety materials;
 - producing television broadcasts, recordings, webcasts, other news media, or other factual accounts of the performance of the National Team and its members;
 - raising funds for GymCan through the sale of merchandise (including photographs, posters, and prints) featuring images of the National Team or any images or collection of images featuring three or more members of the National Team;
 - allowing a company to identify itself as a national sponsor or official supplier of GymCan in advertising or promotions approved by GymCan. I understand however,



that in such a case, my name, picture, image, or performance may only be used if I have provided written consent;

- compensation may be provided by the sponsor or GymCan, depending on the project.

- b. Sponsorship.** I understand that this Agreement does not prevent me from entering into an endorsement, sponsorship activity, commercial contract, and/or advertising campaign with a third party, including third parties who are in competition with GymCan’s sponsors, or sponsors of GymCan events. I recognize however, the important role GymCan sponsors play in supporting the activities of the National Team and/or GymCan events. **I will therefore not enter into any such agreement without first informing GymCan.** I understand that I am not permitted to convey any marketing rights associated with GymCan or identify myself as a member of the National Team in any aspect of such an agreement. As such, I understand that I am not permitted to wear National Team apparel or refer to my membership on the National Team in advertising and promotions conducted by sponsors who are not sponsors of GymCan. Furthermore, I agree to provide any GymCan sponsors in the same product category, the right to match the terms and conditions of any offer made by a competitor of those sponsors, within a reasonable time frame.

3. DISPUTE RESOLUTION METHOD

- a. GymCan will provide a hearing and appeal procedure with respect to any dispute between myself and GymCan that conforms with the 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 GymCan within its Policy and Procedures Manual (Section 39) available on the GymCan website.
- b. 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:
- I. The one party will notify the other party in writing of the particulars of the alleged default (the “Default Notice”);
 - II. 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
 - III. Where the party that gave 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 a 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.

4. NOTICE

- a. Any notice required or permitted to be given to GymCan by myself under this agreement will be done in accordance of this Agreement. Notice will be executed by delivery by courier to GymCan 120-1900 City Park Drive, Ottawa ON, K1J 1A3 or delivery by e-mail to the designated contact.
- b. Any notice required or permitted to be given to me by GymCan under this Agreement will be done in accordance with Section 3 of this Agreement. Notice will be executed by delivery by courier to me at my physical address on record or by delivery by email to the account on record with GymCan.

5. ASSUMPTION OF RISK

- a. I agree that participation as a National Team member exposes me 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 my part is both real and probable. By signing this Agreement, I voluntarily and freely acknowledge and fully assume these risks and dangers (the “Assumed Risk”).
- b. GymCan will reduce the assumed risk through risk management, including the implementation of the GymCan Risk Management Policy and a risk registry.

6. TEMPORARY SUSPENSION OR TERMINATION

- a. I may terminate this Agreement at any time by providing written notice of termination to GymCan.
 - I. I understand and agree that in terminating this Agreement, I lose all rights, benefits, and privileges of participation on the National Team, including payments under the AAP, and the right to compete internationally at FIG, IOC, FISU, PAGU, or CGF sanctioned events.
- b. I understand that the Chief Executive Officer, on behalf of Gymnastics Canada, may determine that a potential breach of this Agreement is sufficiently serious to warrant a temporary suspension, pending investigation into the issue. I understand that a temporary suspension has the effect of revoking all participation privileges for the duration of time stated in the temporary suspension order.
- c. GymCan may terminate this Agreement by providing written notice, prior to its scheduled expiry if the athlete:



- I. 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:
 1. The limitation period for an appeal has been passed or the athlete has appealed and the appeal has been decided; and
 2. The sanction against the athlete was not reduced;
 - II. Has been charged or convicted of a criminal offense;
 - III. Has failed to conform to their obligations under this Agreement despite GymCan attempts to remedy the situation;
 - IV. Is not a member in good standing of GymCan;
 - V. Has breached the GymCan Code of Ethics and Conduct or other relevant safe sport policies;
 - VI. Has become ineligible to represent GymCan.
- d. Any decision by GymCan to terminate this Agreement prior to its scheduled expiry may be appealed by the athlete through the GymCan Appeals Policy.

7. GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

8. GENERAL PROVISIONS

- a. GymCan will conduct an annual review of its proposed Athlete Agreement in consultation with the GymCan Athletes Commission prior to board approval and distribution to athletes;
- b. If any provisions of this Agreement are 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;
- c. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties;
- d. The Athlete and GymCan confirm that they are aware of their respective rights to obtain independent legal advice before signing this Agreement and have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.



APPENDIX A - CARDED ATHLETES

In addition to the National Team Athlete Agreement, the Sport Canada Athlete Assistance Program (AAP) requires these rights and obligations to be stated in a written agreement to be signed by GymCan and the athlete who applies for assistance under the AAP. The AAP Policies and Procedures can be found here: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance/policies-procedures.html>.

1. GYM CAN OBLIGATIONS (in addition to Section 1 above)

- a. **Fair Selection Criteria.** GymCan shall publish the criteria for the AAP nine (9) months prior to the commencement of the AAP eligibility cycle with the appropriate number of athletes, and thereafter ensure that these athletes will receive all of the benefits to which they are entitled to under the AAP.
- b. **Insurance.**
 - I. Gymnastics Canada will coordinate CAIP insurance registration for carded athletes. More information regarding CAIP insurance can be found here: <https://mkirsch.ca/>. Please contact GymCan to register;
 - II. The athlete and GymCan acknowledge that the athlete is eligible to purchase group insurance coverage under the AthletesCAN benefits program (contact AthletesCAN for further details).

2. ATHLETE OBLIGATIONS (in addition to Section 2 above)

- a. Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada for up to two working days per year as requested;
- b. Comply with AAP policies and procedures, including those dealings with Sport Canada AAP decisions as described in Section 13 of the AAP Policies and Procedures available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>
- c. Actively participate in all Sport Canada program evaluation activities, including the Status of the Athlete Study. The Athlete will cooperate fully in any evaluation that may be conducted by the Minister or anyone authorized to act on the Minister's behalf. The Athlete will also provide such data as considered necessary for the proper conduct of the evaluation; and
- d. Notify the GymCan designated contact, at the earliest possible date, of the Athlete's intention to retire so that GymCan may advise Sport Canada to cease AAP payments. The Athlete will refund any AAP payments to Sport Canada received after the athlete has ceased training.



- e. GymCan and the Athlete agree that the procedure for withdrawal of AAP status of the Athlete is outlined in Sport Canada's Athlete Assistance Program Policy and Procedures manual available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>



APPENDIX B - ATHLETE DECLARATION

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

I hereby declare that:

- a. I have read the National Team Athlete Agreement and fully understand the benefits and obligations of being a member of the GymCan National Team;
- b. I confirm my intent to meet the obligations described in this Agreement;
- c. I have read and agree to abide by the GymCan Policies and documents stated in this Agreement.
- d. I have read and agree to appendices that apply to my National Team involvement.

CARDED ATHLETES

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet Athlete Assistance Program Policies, Procedures, and Guidelines, and my Athlete 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 on the withdrawal/change of status date.

Athlete Signature	Date	Printed Name of Athlete
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Parent/Guardian (if the athlete is a minor according to the provincial/territorial statute)

On behalf of my child, I hereby verify that I fully understand and agree to the terms of the above Agreement. I further give my permission for GymCan or its representative to arrange for emergency medical/surgical care as necessary while my child is travelling, training, or competing with GymCan. It is understood that wherever possible I shall be contacted, informed of the problem, given the diagnosis, treatment required, and the expected results.

Parent/Guardian Signature	Date	Printed Name of Parent/Guardian
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Witness Signature	Date	Printed Name of Witness
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GymCan Representative	Date
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Club Signature

Print Name

Date

Witness Signature

Print Name

Date

GymCan Representative

Print Name

Date



Initials:
