



## SKI JUMPING CANADA

### ATHLETE AGREEMENT – CODE OF CONDUCT 2016-2017

Dated \_\_\_\_\_

between

Ski Jumping Canada (SJC)

-and -

\_\_\_\_\_ (the Athlete)

#### **Background:**

1. The parties to the SJC Agreement recognize the need to clarify the relationship between themselves and the athletes named to Canada's Ski Jumping National or National Development Team by establishing their respective rights and obligations;
2. The Athlete wishes to be an active competitor in sanctioned events with the Athlete's rights and obligations clearly defined;
3. SJC through the Canadian Snowsports Association is the representative for Ski Jumping athletes for the purposes of the Fédération Internationale de Ski (FIS), the international sport governing body for Ski Jumping and Nordic Combined.

The parties agree as follows:

#### **PART 1- NSO OBLIGATIONS**

1. NSO shall

- A. publish reasonable selection criteria for representing Canada by December 31 in a year at least one full calendar year prior to the selection for Olympic Games and by May 30

each year for the next competitive season for World Cup, Continental Cup, World Juniors and Junior Olympics;

- B. provide to the Athlete regularly SJC Team program training and competition information in conjunction with the SJC Coaching staff;
- C. provide a formal review of the Athlete's progress in relation to the Athlete's annual training program 3 times each year in conjunction with the SJC Coaching staff;
- D. provide funding for the Athlete's participation for training camps and competition in accordance with the SJC annual budget and available funds;
- E. arrange for the Athlete's competitor carding according to FIS requirements;
- F. aid in allowances, assistance for tuition or school fees and benefits that may be available to the Athlete from available sources, including, where applicable from the SJC annual budget as funds permit;
- G. develop and manage corporate commercial sponsor, supplier and marketing opportunities to support and enhance the SJC Team Programs;
- H. provide a hearing and appeal procedure that is in conformity with the principles of natural justice with respect to any dispute the Athlete may have with any of the parties to the SJC Agreement;
- I. arrange for supplemental athlete out of country medical insurance for SJC Team Program activities for athletes who are permitted to purchase an international competitor card.

## **PART 2 – ATHLETE'S OBLIGATIONS**

### 2. The Athlete shall:

- A. demonstrate documented membership in and provide proof that they have reviewed and signed the code of conduct for their applicable local ski club or provincial association;
- B. pay at the times and in the amounts specified all SJC training, competition and travel fees established by the SJC from time to time;
- C. acquire a valid competitor's card as designated by SJC in order to participate in FIS other sanctioned events and SJC programs;
- D. Sign the FIS Athlete Declaration or ensure that a copy is on file with SJC;
- E. follow the training and competition programs outlined from time to time by the SJC, and manage risks to their personal health and safety and shall avoid living in an environment

that is not conducive to high performance achievement or partaking in actions that may pose significant risks to the health of the Athlete or which may limit performance;

- F. subject to section 2E, participate in all training camps and competitions as required;
- G. notify SJC within 24 hours of any injury or other legitimate reason that will prevent the Athlete from participating in any SJC or program activity arranged for by the SJC, and in the case of injury, provide a certificate (if requested) from a medical doctor describing the nature of the injury to the SJC within 14 days of the injury;
- H. secure and maintain provincial health care coverage;
- I. for athletes 18 years and older to refrain from consumption of alcohol on all SJC associated training and competition trips except with the coach's express prior approval and subject to the condition that alcohol consumption must be moderate and not impair the athlete's ability to act responsibly and train appropriately. These are strict conditions – any athlete violating these conditions may, at the coach's discretion, be sent home at the athlete's expense and suspended from the team for the remainder of the season. Only after the season is over can the athlete apply to have the suspension lifted. Any athlete 18 years and older but under the legal drinking age in a particular jurisdiction will be considered underage and clause 21 will apply when present in that jurisdiction;
- J. for athletes younger than 18 years of age to refrain from possession, consumption and attendance at a drinking establishment on all SJC associated training and competition trips. This is a strict prohibition – any athlete violating this prohibition will be sent home at the athlete's expense and suspended from the team for the remainder of the season. Only after the season is over can the athlete apply to have the suspension lifted;
- K. avoid the use of illegal or banned drugs in contravention of the FIS, the Canadian Centre for Ethics in Sport (CCES), the Criminal Code (Canada), the Narcotics Control Act (Canada) or the Food and Drug Act (Canada) and submit at competition and at other reasonable times to random doping control testing upon request by SJC or other authority designated to do so by SJC;
- L. not possess drugs referred to by the authorities in section 2K and not to supply such drugs directly or indirectly to others, nor encourage their use;
- M. participate as may be requested or directed by SJC in any doping control or education program as formulated by the SJC, the CCES or any other bodies having jurisdiction over these matters as designated by SJC;
- N. participate in reasonable promotional activities to raise funds for the SJC programs as may be requested by SJC or any parties to the SJC Agreement;

- O. participate in reasonable commercial promotional activities as may be requested by various sponsors, suppliers or both where the arrangements for such activities are made through SJC;
- P. not enter into sponsorship, supplier or other similar contracts except with the prior written consent of SJC;
- Q. follow the directions given from time to time by SJC regarding clothing and equipment, including without limitation, to recognize sponsors and suppliers;
- R. at all times while wearing clothing, using equipment or appearing in a public place, including without limitation places such as Canada Olympic Park or Whistler Olympic Park, as a member of SJC National Team, exhibit a standard of good conduct that sponsors and suppliers would expect to see in a televised event where athletes would be wearing clothing with logos of brands of sponsors and suppliers;
- S. recognize that clothing and equipment provided to the Athlete by SJC is the property of SJC and shall be returned to SJC on demand, or when the Athlete leaves the SJC program (unless permission has been granted for the athlete to retain the clothing and equipment);
- T. not sell, exchange, or otherwise dispose of equipment and may only dispose of clothing provided to the Athlete as provided in this Agreement, as determined by SJC,
- U. comply with SJC Team coaches' requirements for supervision, conduct or both, as applicable while traveling including, but not limited to advising the head coach for the trip as to the Athlete's whereabouts at all times, respecting quiet and study periods, and the needs of other athletes and coaches traveling with the SJC athletes;
- V. abide by the policies and guidelines issued from time to time by SJC including those on the SJC website;
- W. participate in an athletic injury prevention or sport related health reporting program if requested to do so by SJC;
- X. utilize the hearing and appeal procedure set out in SJC Policies and Procedures for appeals arising out of this Agreement.

### **PART 3 – NATIONAL TEAM & HIGH PERFORMANCE TEAM SELECTION (SJC TEAMS)**

- A. Membership by the Athletes to or on any of the SJC Teams for any portion of the year does not obligate SJC in any form to retain the Athlete as an SJC Team member for

the entire year if SJC through their representatives notify the athlete in writing of the Athletes' termination from the SJC Team;

- B. SJC Team membership maybe determined as a result of announced selection criteria, resignation by the Athlete, or disciplinary measures as described in this Agreement;
- C. The Athlete specifically acknowledges that the Athlete understands that the SJC Team membership for training does not imply the Athlete's right to participate in competitions unless the qualifying and selection criteria, if any, are met, or the Athlete is able to compete on the basis of coaches' discretion to include the Athlete.

#### **PART 4 – NOTICE, RESIGNATION, REMOVAL & DEFAULT**

Notices or other forms of communication required or permitted to be given must be given in writing to the parties at the addresses shown at the end of this Agreement, any party may change its or his/her address for service by giving notice in writing to the other parties.

An Athlete's resignation from an SJC Team or from an SJC program shall be in writing and delivered to SJC at the Canadian Performance Centre for Ski Jumping and Nordic Combined, located at Canada Olympic Park.

- A. SJC may determine that the Athlete may be removed from the SJC Team or the SJC Program if the Athlete is in breach of this Agreement;
- B. Where one of the parties is of the opinion that another party has failed to conform to its obligations under this agreement that party shall as soon as practicable notify the defaulting party in writing of the alleged default. In the event that a notice is received or given, SJC shall use the Appeal Policy that has been formally adopted by the Board of Directors:
- C. In the event of an inconsistency among this agreement and the SJC website, the following shall apply in order of precedence (1) this agreement, (2) SJC website ([www.skijumpingcanada.com](http://www.skijumpingcanada.com)).

Signed and dated at Calgary Alberta

SKI JUMPING CANADA

\_\_\_\_\_  
Date

\_\_\_\_\_  
High Performance

\_\_\_\_\_  
Director or Coach

ATHLETE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Athlete Signature

\_\_\_\_\_  
Parent or Guardian Signature if  
under the age of 18