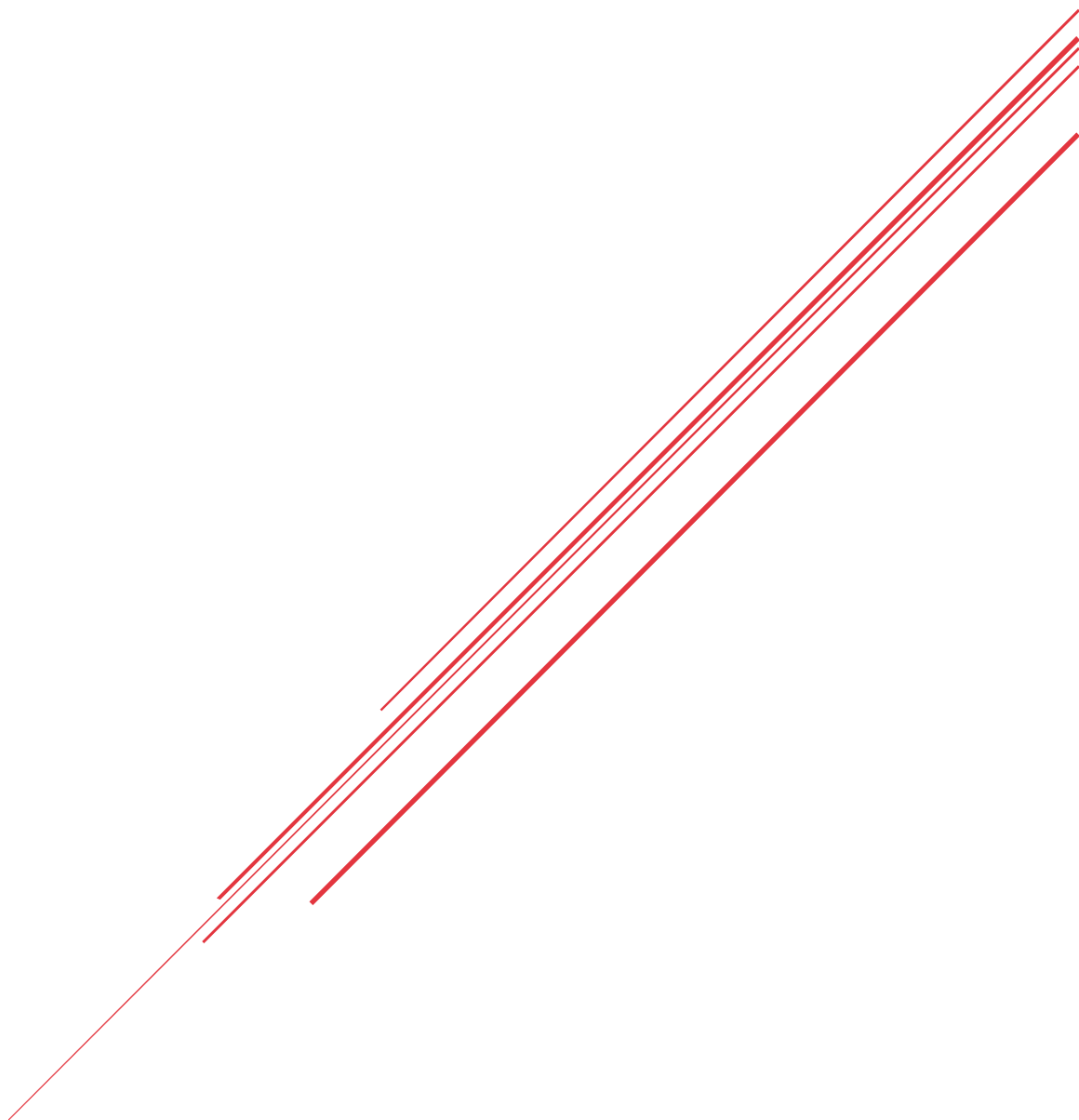




TAEKWONDO CANADA

2022 Athlete Agreement



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House of Sport, 2451 Riverside Drive, Ottawa, Ontario, K1H 7X7

Table of Contents

1. DEFINITIONS	4
2. GENERAL INTENT	5
3. TERM AND SCOPE OF THE AGREEMENT	6
4. RELATED POLICIES AND AGREEMENTS	6
5. OBLIGATIONS.....	6
5.1 Team Selection & Eligibility.....	6
<i>Obligations of TC</i>	6
<i>Obligations of the Athlete</i>	7
5.2 Uniforms and Equipment.....	7
<i>Obligations of TC</i>	7
<i>Obligations of the Athlete</i>	7
5.3 Training and Competition	8
<i>Obligations of TC</i>	8
<i>Obligations of the Athlete</i>	8
5.4 Information and Privacy.....	8
<i>Obligations of TC</i>	8
<i>Obligations of the Athlete</i>	8
5.5 Communication	9
<i>Obligations of TC</i>	9
<i>Obligations of the Athlete</i>	9
5.6 Medical and Injury	9
<i>Obligations of TC</i>	9
<i>Obligations of the Athlete</i>	9
5.7 Anti-Doping	10
<i>Obligations of TC</i>	10
<i>Obligations of the Athlete</i>	10
5.8 Funding and Financial	10
<i>Obligations of TC</i>	10
<i>Obligations of the Athlete</i>	11
5.9 Commercial	11
5.10 Athlete Assistance Program (AAP)	11
<i>Obligations of TC</i>	11
<i>Obligations of the Athlete</i>	11
<i>Joint obligations of TC and the Athlete</i>	11
6. DISPUTE RESOLUTION METHOD	12
7. NOTICE.....	12
8. INSURANCE.....	12
9. ASSUMPTION OF RISK.....	12
10. TERMINATION.....	13
11. GOVERNING LAW	13
12. GENERAL PROVISIONS	13
13. COVID-19 TRAVEL RULES.....	13
ACKNOWLEDGEMENT AND COMMITMENT DECLARATION	15
COVID-19 WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY	16
ATHLETE INFORMED CONSENT FOR INFORMATION SHARING AMONGST IST	17
CONSENT TO SUPPORT SERVICES AND MEDICAL TREATMENT	18
TAEKWONDO CANADA ATHLETE CODE OF CONDUCT.....	19

2022 TAEKWONDO CANADA ATHLETE AGREEMENT

BETWEEN:

TAEKWONDO CANADA, a registered Canadian amateur athletic association having its registered office at: 2451 Riverside Drive, Ottawa, Ontario, K1H 7X7 (Hereinafter referred to as “**TC**”)

AND

NAME OF ATHLETE, _____ residing in the city of _____

at (address): _____

(Hereinafter referred to as the “**Athlete**”)

(Hereinafter collectively referred to as the “**Parties**”)

WHEREAS TC is recognized by World Taekwondo (WT), the Canadian Olympic Committee (COC), Canadian Paralympic Committee (CPC), and the Government of Canada (Sport Canada) as the sole national governing body for the sport of taekwondo in Canada.

WHEREAS TC recognizes its obligation to uphold the rules of the International Olympic Committee (IOC), International Paralympic Committee (IPC), WT, COC, CPC, and Sport Canada and to uphold the laws of Canada.

WHEREAS TC strives to deliver a world-leading program and enter a National Team into competition that achieves the best international results it possibly can.

WHEREAS the Athlete has exceptional and unique knowledge, skill and ability in the sport of Taekwondo and wishes to compete for Canada as a member of the TC National Team.

WHEREAS the Sport Canada Athlete Assistance Program (AAP) requires these mutual obligations to be stated in a written agreement to be signed by TC and the Athlete who applies for assistance under the AAP.

WHEREAS 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 IOC, IPC, WT, the Canadian Centre for Ethics in Sport (CCES) and the World Anti-Doping Agency (WADA).

IN CONSIDERATION OF the mutual obligations contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise stated, in this Agreement:

- a. **“AAP”** means Sport Canada’s Athlete Assistance Program; also referred to as “carding”;
- 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;
- d. **“Athlete”** means one of the parties to the Agreement, listed above;
- e. **“Athlete Attributes”** means the Athlete’s image, name, nickname, likeness or other identifiable attribute;
- f. **“AthletesCAN”** means the association of Canada’s National Team athletes;
- g. **“Athlete Commercial Agreement, or ACA”** means a separate and optional contract entered into between TC and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;
- h. **“Athletes’ Council”** 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 TC;
- i. **“Athlete’s Emergency Contact”** means a person designated by the Athlete to TC, such as a parent, close family member, close friend or spouse, who TC will contact in the event of an emergency;
- j. **“Athlete Representative”** means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by TC at decision-making bodies such as TC’s committees or TC’s Board of Directors, and may include Athletes’ Council members;
- k. **“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, TC, or such other recognized body having at the time jurisdiction over the sport;
- l. **“Business Day”** means Monday through Friday, from 9:00am to 5:00pm Eastern Time, and excludes weekends and public holidays;
- m. **“CADP”** means the Canadian Anti-Doping Program administered by the CCES;
- n. **“CCES”** means the Canadian Centre for Ethics in Sport;
- o. **“COC”** means the Canadian Olympic Committee;
- p. **“CPC”** means the Canadian Paralympic Committee;
- q. **“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 [Section 6: Dispute Resolution Method](#));
- r. **“Designated Contact”** means the individual designated by TC in [subsection 5.5.a](#) of this Agreement as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;
- s. **“Fee Schedule”** means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the national team, and the amount;
- t. **“IF”** means the International Federation, which is the World Taekwondo;
- u. **“IOC”** means the International Olympic Committee;
- v. **“IPC”** means the International Paralympic Committee;
- w. **“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;
- x. **“Major Games National Team”** means the athletes, coaches and necessary support staff selected to form a Canadian team for an Olympic, Paralympic, Commonwealth, Pan or Parapan American, or Federation international du sport universitaire (FISU). This term is not limited to athletes receiving AAP;

- y. **"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 Taekwondo as a member of the TC National Team to promote TC and its high performance program and athletes, and includes all Athlete images whether captured in competition, training or other TC Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);
- z. **"National Team"** means the athletes, coaches and necessary support staff selected to form a Canadian team for an international event. This term is not limited to athletes receiving AAP;
- aa. **"Non-Commercial Use"** means any use of Marketing Rights by TC solely for the purposes of promoting TC using TC marks on a stand-alone basis, or in conjunction with non-commercial third parties such as World Taekwondo marks or National Sport Organization (NSO)/IF event marks, but not affiliated or attached to any TC partner promotion, activation or activity without express permission;
- bb. **"NSO"** means the National Sport Organization;
- cc. **"Sport Canada"** means the sport branch of the Ministry of Canadian Heritage of the Government of Canada;
- dd. **"TC"** means Taekwondo Canada;
- ee. **"TC Sanctioned Activities"** means all TC training camps, competitions, fitness testing, TC or IF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;
- ff. **"TC Sponsor"** means any entity, whether characterized by TC as a sponsor, supplier, licensee or otherwise, with whom TC has a contract to use, market, advertise, or promote their products or services;
- gg. **"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;
 - 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.
- hh. **"Team Uniform and Equipment"** means uniform and equipment provided by TC or through a TC Sponsor;
- ii. **"SDRCC"** means the Sport Dispute Resolution Center of Canada;
- jj. **"WADA"** means the World Anti-Doping Agency;
- kk. **"WT"** means World Taekwondo.

2. GENERAL INTENT

The purpose of this Agreement is to outline the rights and obligations ensuing from the Athlete's nomination for AAP carding and/or from the Athlete's status as a member of the National Team. To this end, the Athlete and TC acknowledge and agree that:

- 2.1 The Athlete has been selected to be a member of the National Team and/or has been granted financial assistance through Sport Canada's AAP.
- 2.2 This Agreement shall be applied and interpreted in a manner which recognizes that the relationship between TC and the Athlete is intended to **assist** the Athlete in the pursuit of athletic excellence, and that there are, independent from this Agreement, numerous TC policies, procedures, protocols and guidelines that apply to the Athlete. A list of current TC policies, procedures, protocols and guidelines is available online at taekwondo-canada.com. In the event of a conflict between TC, its various policies and procedures and this Agreement, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 2.3 The Athlete shall be entitled to expect that the TC policies, procedures, protocols and guidelines will be administered fairly and equitably and that disputes will be resolved in a manner consistent with the principles of natural justice and procedural fairness.
- 2.4 The Athlete and Parent/Guardian (where the Athlete is under the age of majority) confirms that they have read and understood this Agreement, the AAP, the TC Carding Criteria, and all TC policies, procedures, protocols and guidelines and other documents, and that any disputes arising out of this Agreement or the

TC policies and procedures will be resolved in accordance with this Agreement and the TC policies and procedures.

- 2.5 The rules of WT, the IOC, IPC, COC, CPC and Sport Canada, and any other similar partner which pertain to financial assistance, sponsorships, endorsements or commercial agreements relating to the sport or the Athlete's Attributes as an athlete in the sport shall be followed.
- 2.6 TC respects that the Athlete is first and foremost a person and ensures that the Athlete's rights will be respected at all times.
- 2.7 TC shall, to its best efforts, adhere to all the timelines listed below.

3. TERM AND SCOPE OF THE AGREEMENT

The Agreement shall be effective from January 1st, 2022 until December 31st, 2022 and pursuant to the Athlete remaining a member of the National Team for the duration of this Agreement. TC teams, camps, activities, etc..., that begin before January 1st, 2022 and end after December 31st, 2022 will be covered under this agreement.

4. RELATED POLICIES AND AGREEMENTS

- 4.1 The Parties agree that both Parties will follow and be held accountable under TC's policies and this agreement. It is the responsibility of the Athlete to review and be aware of TC's policies. TC will ensure accurate and up to date policies are available at taekwondo-canada.com.
- 4.2 From time to time, TC's existing policies may be updated or changed and the Board of Directors of TC may approve new policies. This Agreement refers to the most recent policies at the time of signing. TC 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 TC in accordance with [subsection 5.5.f](#) of this Agreement.
- 4.3 In addition to the Athlete signing the Acknowledgement and Commitment Declaration for this Agreement, TC requires athletes to also acknowledge and/or sign the following forms as part of the Agreement:
 - a. COVID-19 Waiver of Liability for All Claims and Release of Liability
 - b. Athlete Carding Declaration (if applicable)
 - c. Athlete Informed Consent for Information Sharing Amongst IST
 - d. Consent to Support Services and Medical Treatment
 - e. TC Athlete Code of Conduct
 - f. TC's COVID-19 Vaccination Policy (taekwondo-canada.com/wp-content/uploads/2021/11/TC-Policy-COVID-19-Vaccination.pdf)

5. OBLIGATIONS

5.1 Team Selection & Eligibility

Obligations of TC

- 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 taekwondo throughout the world.
- b. Publish team selection and eligibility criteria for all National Teams approximately three (3) months before the selection of a particular National Team.
- c. Publish team selection and eligibility criteria for all Major Games National Teams at least eight (8) months before the selection of a Major Games National Team.
- d. Communicate the team selection and eligibility criteria by posting on the TC website at taekwondo-canada.com.
- e. Post its policies, rules and regulations on the TC website at taekwondo-canada.com.

- 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 TC (for example, by e-mail, press release and social media) in accordance with [subsection 5.5.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.
- j. Protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of TC, WT or other party and informing the Athlete if any proposed activity, communicated by the Athlete to TC, appears to be in violation of such eligibility rules.
- k. Within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all WT, IOC or IPC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published TC eligibility and selection criteria for National Teams or Major Games National Teams.

Obligations of the Athlete

- l. Warrants that they are a Canadian citizen, or is otherwise eligible to compete representing TC and Canada. If the Athlete's status changes, the Athlete will immediately inform TC's Executive Director or Designated Contact.
- m. Will make best efforts to be aware of and comply with all policies, rules and regulations of TC, which may change from time to time and are posted online, and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication in accordance with subsections [5.5.f](#) and [5.5.j](#), respectively.
- n. Will make best efforts to be aware of and comply with all NSO, IF or other applicable eligibility requirements.
- o. 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 an event for which they have been selected.
- p. Will maintain a valid World Taekwondo Global License.

5.2 Uniforms and Equipment

Obligations of TC

- a. Pay for and provide Team Uniform and Equipment for Team Canada events or designate such items to be provided by a TC Sponsor.
- b. Where possible, seek feedback from the Athlete Representatives and/or Athletes' Council and the Athlete regarding the Team Uniform and Equipment.
- 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.

Obligations of the Athlete

- d. Wear and/or use the Team Uniform and clothing as required by Taekwondo Canada (i.e. at an official training day, during competition or for a Team Picture).
- e. Communicate any required modifications to the Designated Contact before or when TC seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by TC.

5.3 Training and Competition

Obligations of TC

- a. Present a schedule of mandatory activities 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 Activities”). The plan will be developed in consultation with the Athlete and the Athlete’s coaches in accordance with [subsection 5.1.a](#).
- b. Manage the Agreed Upon Activities.
- c. Not unreasonably withhold its approval of proposals by the Athlete to make changes to the Agreed Upon Activities.
- d. Provide the Athlete with agreed upon updates to activities, training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, proposed changes to competition and training plans and a Progress Report Form as soon as the circumstances permit.

Obligations of the Athlete

- e. Consult with the Team coaches to develop the Agreed Upon Activities, and provide them to TC for TC’s approval. Proposed changes to the Agreed Upon Activities, if any, must be communicated as soon as the circumstances permit.
- f. Not unreasonably withhold their approval of proposals by TC to make changes to the Agreed Upon Activities.
- g. Demonstrate commitment to the Agreed Upon Training Plan and provide the Team coaches with a completed Progress Report Form provided to the Athlete by TC.
- h. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by TC.
- i. If the Athlete has AAP status and fails to submit the Regular Training Report as and when required, the Athlete may, per Sport Canada policy, have their AAP status withdrawn with due process.

5.4 Information and Privacy

Obligations of TC

- a. Designate an employee who acts as the point of contact for the Athlete regarding privacy concerns. The designated employee will communicate any privacy policy changes 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 TC deems confidential as soon as the circumstances permit.
- d. Protect all information gathered in relation to the Athlete.
- e. Not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.

Obligations of the Athlete

- f. Provide TC with any Personal Information required to confirm the eligibility of the Athlete.
- g. Provide TC with Personal Information required for TC to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of TC.
- h. Not disclose TC recordings, technology, tactics, methods, logistics or other information that TC deems confidential, unless required to do so by law.

5.5 Communication

Obligations of TC

- a. Assign the Designated Contact for the Athlete.
- b. Ensure that the Designated Contact or an alternate TC staff person at TC office is available for communication each Business Day TC is open for business, and will respond within seven (7) days.
- c. Will make every reasonable effort to 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 5.5.b](#).
- f. Notify the Athlete forthwith by e-mail if there are any changes made to TC's policies or agreements listed in [Section 4](#), and post all new or updated TC policies, agreements, or general updates on their website.

Obligations of the Athlete

- g. Provide TC with an up-to-date e-mail address that accepts file attachments and that the Athlete will make reasonable efforts to check at least once every seven (7) days.
- h. Provide TC with the required information to communicate by some other reasonable method of communication should the Athlete so choose.
- i. Respond to TC 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 5.5.j](#) of this section.
- j. Provide receipt by e-mail or electronic signature of notice from TC as per [subsection 5.5.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.

5.6 Medical and Injury

Obligations of TC

- a. In the event of an injury or illness of the Athlete, TC will:
 - i. Assist the Athlete in maintaining health or returning to health; and
 - ii. 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, TC reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.

Obligations of the Athlete

- b. In the event of an injury or illness, the Athlete will:
 - i. Notify the National Coach and/or Designated Contact verbally within twenty-four (24) hours, and the Designated Contact in writing within forty-eight (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;

- ii. Provide TC with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - Date or estimated date the injury or illness was incurred;
 - Nature of the injury or illness, and whether it is an overuse or chronic injury;
 - Rehabilitation protocol, if any;
 - Amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
 - Expected date for return to full training and full recovery; and
- iii. 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 TC's discretion, a TC designated medical doctor, to ensure their return to training and/or competition in a safe and timely manner.

5.7 Anti-Doping

Obligations of TC

- a. Ensure that the Athlete receives communications from WT, WADA, IOC, IPC, 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.
- 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 TC's activity, and under sanction by TC or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

Obligations of the Athlete

- e. Comply with the anti-doping rules of WT, IOC, IPC and CCES including submitting to announced and unannounced doping control testing when required by TC, WT, CCES, WADA or any other agency authorized to conduct testing.
- f. 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 carding cycle or at another time specified by Sport Canada and not more than once per calendar year.
- g. Participate, if asked by TC to do so, in any doping control and/or education program developed by TC in co-operation with Sport Canada and the CCES.
- h. Abide by the CADP as administered by the CCES.
- i. Refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by TC or an anti-doping agency for a doping-related offence.
- j. Not use Banned Substances that contravene the rules of the IOC, IPC, WT, WADA or the CADP.
- k. Not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

5.8 Funding and Financial

Obligations of TC

- a. Provide an estimated Fee Schedule to the Athlete that the Athlete will be required to pay to TC 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 TC.
- b. Provide an estimated amount that the Athlete will be required to pay approximately to cover their own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by National Team athletes.

- c. Inform the Athlete as soon as possible after TC 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 TC.

Obligations of the Athlete

- d. Review any Fee Schedule provided to them as soon as possible after it is received.
- e. Pay the invoiced fees within thirty (30) days of being provided an invoice by TC, except as set out in [subsection 5.8.c](#) or as the circumstances require.
- f. Reimburse additional expenses incurred by TC on behalf of the Athlete within thirty (30) days of receiving an invoice for those expenses or as the circumstances require.

5.9 Commercial

- a. The Athlete and TC agree that:
 - i. Both parties have significant mutual interests in the promotion and independent commercial success of both TC and the Athlete;
 - ii. It is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
 - iii. The Athlete and TC may enter into a separate Athlete Commercial Agreement (the “ACA”); and
 - iv. TC will only offer the separate ACA to the Athlete once this Agreement is executed.
- b. If the Athlete and TC do not enter into a separate ACA, the Athlete agrees and gives consent to TC to use the Athlete’s Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and TC and Athlete agree that such consent does not extend to TC Sponsors.

5.10 Athlete Assistance Program (AAP)

Obligations of TC

- a. Publish criteria for the selection of athletes to the AAP as soon as possible, no later than eight (8) months before the start of the AAP eligible cycle (as per AAP policy).
- b. Nominate all eligible athletes for AAP and ensure those Athletes approved for carding receive all the benefits to which they are entitled under the AAP.

Obligations of the Athlete

- c. 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.
- d. Comply with Sport Canada AAP Policies and Procedures available online at <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance/policies-procedures.html>.
- e. 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.
- f. Notify the Designated Contact, at the earliest possible date, of the Athlete’s intention to retire so that TC 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.

Joint obligations of TC and the Athlete

- g. TC and the Athlete agree that the procedure for withdrawal of AAP status of the Athlete is outlined in Sport Canada’s Athlete Assistance Program Policies and Procedures available online at <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance/policies-procedures.html>.

6. DISPUTE RESOLUTION METHOD

- 6.1 In accordance with TC's selection documents and Appeal Policy, all matters of Team Selection may only be appealed directly to the SDRCC.
- 6.2 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:
- The one party will notify the other party in writing of the particulars of the alleged default (the "Default Notice");
 - 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
 - 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 TC policies. These matters may not go directly to SDRCC.
- 6.3 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.

7. NOTICE

- 7.1 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 5](#) of this Agreement. Notice will be executed by delivery by courier to TC office location or delivery by e-mail to Designated Contact email address.
- 7.2 Any notice required or permitted to be given to the Athlete by TC under this Agreement will be done in accordance with [Section 5](#) of this Agreement. Notice will be executed by delivery by courier to the Athlete's physical address or by delivery by e-mail to the athlete's email address as listed in the SimplyCompete database.

8. INSURANCE

- 8.1 The Athlete and TC acknowledge that the Athlete is eligible to purchase group insurance coverage under the AthletesCAN benefits plan.
- 8.2 Athletes are required to have valid travel insurance for all times that they are out of the country at their own cost.

9. ASSUMPTION OF RISK

- 9.1 The Athlete agrees that participation as a Team Canada 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").
- 9.2 TC will reduce the Assumed Risk through risk management and a risk registry.

10. TERMINATION

10.1 The Athlete:

- a. May terminate this Agreement at any time by providing written notice of termination to TC; and
- b. Understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits and privileges of participating on the National Team, including payments under the AAP, and the right to compete internationally at IF, IOC or IPC sanctioned events.

10.2 TC may terminate this Agreement, subject to [Section 7](#) 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 TC.

10.3 Any decision by TC to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through TC's Appeal Policy.

11. GOVERNING LAW

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

12. GENERAL PROVISIONS

12.1 TC will conduct an annual review of its proposed Athlete Agreement prior to approval and distribution of the draft to athletes.

12.2 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.

12.3 This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the Parties.

12.4 The Athlete and TC 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.

13. COVID-19 TRAVEL RULES

13.1 TC requires athletes to also acknowledge and sign a travel waiver.

13.2 In addition to this waiver, TC requires the following while athletes are travelling during the pandemic:

- a. Only coaches, athletes and official team staff will have contact with the Team while they are travelling and are out of the country. No outside parties will be able to enter into the Team Canada bubble. The only exception to this will be parents of MINOR (under the age of 18) athletes who are expected to travel and share accommodation with their own child.
- b. Athletes and coaches will not leave the official hotel, venue or other official location for any reason during the Team trip. If an athlete or coach does leave the Team bubble, they will immediately be removed from the team, be ineligible to compete, and will return home at their own expense.

- c. Athletes and coaches are required to comply with all Government of Canada travel requirements including quarantine and mandatory testing. All costs related to this compliance are borne by the athlete/coach.
- d. Taekwondo Canada will, to the best of its ability, attempt to secure testing when required for coaches/athletes prior to their return to Canada, the costs of which will be borne by the athlete/coach.
- e. MINOR (under the age of 18) athletes are **required** to travel with a parent or legal guardian.
- f. Any additional costs associated with COVID-19, including but not limited to travel interruption, cancellation of flights or accommodation, cancellation of events or a delay in the ability to return to Canada will be at the expense of the athlete/coach.
- g. When possible, athletes and coaches will be in single rooms. The only exception to this is MINOR athletes travelling with their parents/guardians will share accommodations.
- h. Taekwondo Canada may provide testing prior to travel and entering the Team bubble. If this is possible, these tests are required of anyone entering the bubble including but not limited to athletes, coaches, medical, team staff and parents of minor athletes.

ACKNOWLEDGEMENT AND COMMITMENT DECLARATION

By virtue of my signature below, I acknowledge that I have read and understand the above Athlete Agreement and remain subject to the clauses outlined above. I agree to fully commit to a comprehensive training and lifestyle program designed for peak performance in the year ahead. If, for any reason, I become unable to fulfil this commitment, I will immediately notify Taekwondo Canada.

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

Signed by Taekwondo Canada in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

TC Executive Director

Dave Harris – Authorized Representative

Signed by the Athlete in the presence of:

Signature of Witness

Name of Witness

Occupation of Witness

Athlete Signature

Parent/Guardian Signature

(where the Athlete is under the age of majority)

COVID-19 WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING.

I, the Participant (named below), understands and agrees that the participation in or attendance at:

_____ (the “Trip”) is conditional on the execution of this International Travel Waiver.

By signing below, the Participant or the Participant’s Guardian understands, acknowledges, and accepts full responsibility for the risks, dangers, and hazards which are inherent to the Trip, including, but not limited to: bodily injury, disability (permanent or temporary), or death in connection with: the sport of Taekwondo; travel by motor vehicle; travel by aircraft; inclement weather; the potential for contracting COVID-19 or other communicable illnesses, close proximity to or contact with others who may have been exposed to or infected with COVID-19 or other communicable illnesses, close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses as a result of either: (i) the absence of private or public health standards, protocols, procedures or mandates aimed at reducing the spread of COVID-19 and other communicable illnesses, or (ii) as a result of such standards, protocols, procedures, or mandates which may exist but which depart markedly from the such standards, protocols, procedures, or mandates implemented in Canada and which are beyond the control of the Organization, and despite any such standards, protocols, procedures, or mandates which may otherwise exist and which are beyond the control of the Organization; inaccessible, inadequate healthcare treatment, services, and equipment, including the absence of or limited access to personal protective equipment; despite the Organization’s efforts, inadequate safety measures; other circumstances, known or unknown or beyond the control of the Organization, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “Releasees”); or negligence or omission of the Releasees (collectively, the “Risks”).

In consideration for the Organization’s coaching and mentorship, and/or the sponsorship of the Trip, the Participant and or the Participant’s Guardian: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Trip, including ensuring the suitability and safety of the Trip environment; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Trip, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Trip. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND THE RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

Print Name: _____
The “Participant”

Date of Birth: _____
(mm/dd/yyyy)

Print Name: _____
The “Guardian” (if Participant is a minor)

Signature: _____
Participant or Guardian for minor

Date: _____
(mm/dd/yyyy)

ATHLETE INFORMED CONSENT FOR INFORMATION SHARING AMONGST IST

Members of the Taekwondo Canada Integrated Support Team (IST) will be meeting on a regular basis with the High Performance Director and coaching staff in order to discuss how best to optimize the performance of taekwondo Athletes. Members of the IST include, but may not be limited to, dietician/nutritionist, registered massage therapist, physician, physiotherapist/athletic therapist, sport psychologist/mental performance consultant, physiologist, strength and conditioning coach, biomechanist, and chiropractor.

During the course of such meetings, IST members may need to share confidential information about an Athlete amongst the IST. The information that is shared is generally restricted to only that which is required to allow the rest of the IST to understand the status of an Athlete within the area of expertise that the member provides to the IST. Sharing of information may be verbal, in writing, or other form of electronic communication. All information that is shared in this way is held in the strictest confidence by all members of the IST.

If the Athlete is of legal age, hereby agree, and if the Athlete is not of legal age, his/her custodial parent, non-custodial parent or legal guardian who has signed this Consent similarly agrees, that the Taekwondo Canada IST members have consent to share such information which in the opinion of the duly qualified IST practitioner may be necessary towards supporting optimal performance and/or injury/illness management. You may withdraw this consent at any time.

Signed by the Athlete in the presence of:

Signature of Witness

Name of Athlete

Name of Witness

Athlete Signature

Occupation of Witness

Parent/Guardian Signature
(where the Athlete is under the age of majority)

Date

CONSENT TO SUPPORT SERVICES AND MEDICAL TREATMENT

Based on the size of the selected team, location of the competition, and identified needs of the Athletes, Taekwondo Canada may choose to include any of the following support personnel on the Integrated Support Team (IST): High Performance Director, team manager, dietician/nutritionist, registered massage therapist, physician, physiotherapist/athletic therapist, sport psychologist/mental performance consultant, physiologist, strength and conditioning coach, biomechanist, and chiropractor. If the Athlete is of legal age, hereby agree, and if the Athlete is not of legal age, his/her custodial parent, non-custodial parent or legal guardian who has signed this Consent similarly agrees, that the Taekwondo Canada IST members have consent to perform such treatments or procedures which in the opinion of the duly qualified IST practitioner may be necessary to administer to the Athlete, towards supporting optimal performance.

In case of illness or injury occurring to a taekwondo Athlete while under the supervision of Taekwondo Canada or when participating in a Taekwondo Canada national team program activity, Taekwondo Canada or its Authorized Medical Personnel shall make all reasonable efforts to contact the Athlete's family, custodial and/or non-custodial parent(s)/legal guardian(s) who signs this Consent as an emergency contact, to obtain such consent.

If such efforts are unsuccessful, or if in the opinion of duly qualified medical practitioner immediate medical treatment is urgently required, if the Athlete is of legal age, hereby agree, and if the Athlete is not of legal age, his/her custodial parent, non-custodial parent or legal guardian who has signed this Consent similarly agrees, the Taekwondo Canada and its Authorized Medical Personnel are authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary to administer to the Athlete, as a result of illness or injury.

Signed by the Athlete in the presence of:

Signature of Witness

Name of Athlete

Name of Witness

Athlete Signature

Occupation of Witness

Parent/Guardian Signature
(where the Athlete is under the age of majority)

Date

TAEKWONDO CANADA ATHLETE CODE OF CONDUCT

Athletes representing Taekwondo Canada are expected to conduct themselves in a dignified, ethical, responsible, professional and lawful manner at all times by maintaining respect and consideration towards Taekwondo Canada, the Government of Canada, the general public, the coaches, the staff and other athletes. Any action, behaviour or conduct that is deemed to be counter to these principles are subject to disciplinary sanctions as per the Taekwondo Canada Athlete Code of Conduct. This includes any action or conduct that would unreasonably disrupt or interfere with a competition or training camp or that would be detrimental to the reputation or image of Taekwondo Canada, the Government of Canada or Canadians as a whole.

In addition, the following behaviour is unacceptable:

- The willful abuse of property owned, rented, borrowed or leased by Taekwondo Canada, including but not limited to vehicles, hotel rooms and team equipment.
- Any involvement with illicit or unapproved drugs.
- Any involvement with smoking or other tobacco/vapour based products.
- Consumption of alcohol by underage Athletes.
- Abuse of alcohol (where abuse is defined as alcoholic consumption to a level that impairs the Athlete's ability to speak, walk, legally drive, or causes the Athlete to behave in a disruptive manner).
- Any illegal activities, including committing an act that is considered an offence under any law in the jurisdiction in which the act took place.
- Any sexual activity between Athletes and staff.

Enforcement of the Taekwondo Canada Athlete Code of Conduct will be the responsibility of the Taekwondo Canada High Performance Director, designate coach, or the team leader/team manager for a specific team and shall be conducted as per the Taekwondo Canada Code of Conduct & Ethics policy (taekwondo-canada.com/wp-content/uploads/2021/05/TC-Code-of-Conduct-and-Ethics-Revised-May-6-2021.pdf). The Taekwondo Canada Executive Director may in certain cases intervene immediately based on the circumstances.

Infractions of the Taekwondo Canada Athlete Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the conduct being addressed. Sanctions can include, but are not limited to:

- Loss of eligibility to participate in Taekwondo Canada sanctioned activities on an interim or permanent basis.
- The recommendation for withdrawal of funding from Sport Canada.
- Loss of any further financial support for training and competition from Taekwondo Canada.
- The requirement to pay compensation for any damaged property, and depending on the circumstances the situation may be referred to the appropriate police authorities.

Signed by the Athlete in the presence of:

Signature of Witness

Name of Athlete

Name of Witness

Athlete Signature

Occupation of Witness

Parent/Guardian Signature
(where the Athlete is under the age of majority)