

2023-24 ATHLETE AGREEMENT

THIS ATHLETE AGREEMENT is made effective as of _____, 2023
(Date)

BETWEEN:

(Name of Athlete)

(the "**Athlete**")

- and -

BOBSLEIGH CANADA SKELETON

(**"BCS"**)

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS:

- A. BCS is a national sport organization registered under the Canada Not-for-profit Corporations Act;
- B. BCS is recognized by the International Bobsleigh & Skeleton Federation ("**IBSF**"), the Canadian Olympic Committee ("**COC**"), and the Government of Canada as the national governing body for both the sports of bobsleigh and of skeleton (the "**Sports**");
- C. The mission of BCS is to create, nurture and support World and Olympic champions, by among other things, providing leadership for the Canadian community in becoming and maintaining global leadership in the Sports;
- D. The Athlete wishes to compete for Canada as a member of BCS, which must at various times certify whether an athlete is in good standing;
- E. The Athlete and BCS wish to formalise their respective rights and obligations;
- F. BCS and the Athlete are required to comply with the rules and requirements of the IBSF, Sport Canada, the International Olympic Committee (the "**IOC**"), the Canadian Centre for Ethics in Sport ("**CCES**") and the World Anti-Doping Agency ("**WADA**"); and
- G. The Sport Canada Athlete Assistance Program (the "**AAP**") requires that as a condition of funding, the respective rights and obligations of the BCS and the Athlete be formalised in writing in this Agreement.

NOW THEREFORE in consideration of the terms and conditions contained here, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties acknowledge and agree as follows:

DEFINITIONS

1. In this Agreement, unless otherwise defined, the words below shall have the following meaning:

“AAP” means the Athlete Assistance Program administered by Sport Canada, which is sometimes also referred to as ‘carding’;

“Agreement” means this written agreement;

“Banned and Restricted Substances” means those substances and methods listed in the CCES list of “banned and restricted Doping Classes and Methods”, which list may be amended from time to time by the governing bodies over the Sport, or such other entity having jurisdiction over the Sport at the relevant time;

“Athlete Commercial Agreement” means a separate and optional contract entered into between BCS and the Athlete detailing obligations of the parties in furthering their commercial mutual interests;

“CADP” means the Canadian Anti-Doping Program;

“COC” means the Canadian Olympic Committee;

“HPD” means High Performance Director;

“HPP” means High Performance Program;

“IOC” means the International Olympic Committee;

“National Coach” means the national coach designated from time to time by BCS;

“National Team” means the national team of BCS representing BCS and Canada at designated bobsleigh and skeleton competitions;

“NSO Sanctioned Activities” means all BCS training camps, competitions, fitness testing, BCS or IBSF meetings, press conferences, fundraising activities, personal appearances, and promotional days;

“NSO Sponsor” means any entity with whom BCS has a contract to use, market, advertise, or promote their products or services;

“OSIC” means the Office of the Sport Integrity Commissioner;

“**Personal Equipment**” means equipment provided by the Athlete or the Athlete’s personal sponsor;

“**Team Uniform and Equipment**” means uniform and equipment provided by the NSO or through an NSO Sponsor;

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

“**Sport Canada**” means the branch of the Department of Canadian Heritage of the federal government;

“**UCCMS**” is the Universal Code of Conduct to Prevent and Address Maltreatment in Sport, which may be amended and is published by the SDRCC from time to time; and

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

APPLICABLE RULES AND POLICIES

2. That Athlete agrees to review and BCS shall make available to the Athlete any rules, bylaws, code of conduct and policies adopted by the BCS Board of Directors (the “**Policies**”), by publication of the same on the BCS website. The list of existing Policies is found at SCHEDULE A to this Agreement.
3. The Policies may be updated, and new policies may be adopted, by the BCS Board of Directors from time to time.
4. The Athlete and BCS are bound to and shall follow the Policies that may be applicable. In the event of a conflict or inconsistency between this Agreement and the Policies, the Policies shall prevail.
5. The Athlete shall maintain his or her status as a member in good standing of BCS, including but not limited to: abiding by all policies, rules and regulations of BCS in effect from time to time; promptly paying all membership dues, license fees and levies as approved and assessed by BCS; and paying all other required fees and expenses associated with training and competition.
6. BCS shall notify the Athlete by email within 7 days of any changes to the Policies. The Athlete shall review any updated or additional Policies.

7. The Athlete acknowledges and agrees to the requirements of the IBSF Declaration of National Federation – IBSF E-LICENSE AND REGISTRATION SYSTEM, and in particular the terms described in clause 5 of the same, which can be found at SCHEDULE B to this Agreement.

TEAM SELECTION & ELIGIBILITY

8. The Athlete warrants that he or she is a Canadian citizen, or is otherwise eligible to compete representing BCS and Canada. If the Athlete's status changes, the Athlete will immediately inform the HPD.
9. The Athlete shall review and comply with all BCS, IBSF, COC, IOC, or other applicable eligibility requirements for the National Team.
10. BCS shall approve, publish on its website and email to the Athlete, selection criteria for all National Teams by July 1 of each selection year. Save for exceptional circumstances as articulated in the selection criteria, BCS shall not make changes to team selection criteria after they have been approved by the High Performance Director, until selection is complete.
11. BCS shall make reasonable best efforts to publish on its website and email to the Athlete, selection criteria for the Olympic Winter Games as required by the applicable COC policy respecting selection criteria for the Olympic Winter Games.
12. BCS shall conduct selection of members to all teams in accordance with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness. BCS shall notify athletes directly of selection or non-selection.

TRAINING & COMPETITION

13. Under the supervision of the National Coach or designate, the Athlete shall participate as directed in all National Team selection events, training programs, camps, competitive activities, evaluation activities and reporting procedures approved by BCS.
14. BCS shall plan and manage training and competitive programs for the ongoing development of the Athlete and the National Team in accordance with the approved budget, policies, and mandate of BCS.

15. BCS shall provide a formal review of the Athlete's annual training program on an as needed basis.
16. BCS shall make reasonable and best efforts, within all applicable timelines, to register the Athlete or perform all necessary tasks for the Athlete to compete at all IBSF, IOC sanctioned events that the Athlete is selected to compete at, subject to this Agreement and duly published eligibility and selection criteria for National Teams or Olympic Winter Games Teams.
17. The Athlete will notify the HPD, or designate, immediately of any circumstance which may affect the Athlete's eligibility or ability to participate in a competition for which they have been selected.
18. The Athlete shall avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.

MEDICAL & INJURY

19. In the event of an injury or illness:
 - (a) the Athlete will notify the HPD, or designate, as soon as reasonably possible once the Athlete becomes aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;
 - (b) provide BCS with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - (i) date or estimated the injury or illness was incurred,
 - (ii) nature of the injury or illness, and whether it is an overuse or chronic injury,
 - (iii) rehabilitation protocol, if any,
 - (iv) amount and type of training the Athlete can do in the next 12 weeks and/or limitations to training,
 - (v) expected date for return to full training and full recovery; and
 - (c) follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at the discretion of BCS, a BCS designated medical doctor, to ensure the Athlete's return to training and/or competition in a safe and timely manner.

20. In the event of a serious injury or illness, while competing or training at a BCS sanctioned event, BCS shall make reasonable efforts 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 competing or training at a BCS sanctioned event. Should the Athlete's emergency contact not be reached, BCS shall make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.
21. BCS will, upon request by the Athlete, provide the Athlete with information regarding medical care and advice.

FUNDING AND FINANCIAL

22. BCS will:
 - (a) provide the Athlete with an estimate of the fees the Athlete will be required to pay to BCS during the term of the Agreement and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to the NSO; and
 - (b) inform the Athlete as soon as possible after the NSO has knowledge of any changes to the fees as set out in the Fee Schedule, and will give the Athlete additional time, as the circumstances require, to pay any new fees as invoiced by the NSO.
23. The Athlete will:
 - (a) review any Fee Schedule provided to them as soon as possible after it is received;
 - (b) pay the invoiced fees within 30 days of being provided an invoice by the NSO, except as set out in paragraph 20(b) or as the circumstances require; and
 - (c) reimburse additional expenses incurred by the NSO on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require.
24. BCS shall publish AAP compliant criteria for the of Eligible Athletes to be nominated for the AAP, eight to ten months before the start of the AAP eligibility cycle. BCS shall duly nominate and assist nominated athletes to Sport Canada for carding under the AAP, by providing information about the application process to Sport Canada for AAP carding.

25. The Athlete shall comply with all of the AAP policies and procedures of Sport Canada. The Athlete acknowledges that failure to comply with the AAP policies and procedures of Sport Canada may result in having their AAP status withdrawn by Sport Canada.
26. The Athlete shall actively participate in all AAP evaluation activities. Athletes will co-operate fully in any evaluation of the AAP that may be conducted by the Minister of Sport or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.
27. The Athlete shall participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. BCS will normally makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per athlete per year.

UCCMS

28. BCS and its participants are subject to the UCCMS. To the extent that there is any conflict or inconsistency between any policy of BCS and the UCCMS or the rules and procedures of the OSIC, the UCCMS and the rules and procedures of the OSIC shall prevail.
29. The Athlete shall review the UCCMS.
30. The Athlete hereby consents to being subject to the UCCMS (which is available at <https://sportintegritycommissioner.ca/uccms>) and the processes required for its administration and enforcement. The purpose of the UCCMS is to advance a respectful sport culture that delivers quality, inclusive, welcoming and safe sport experiences. More specifically, the Athlete hereby consents to the collection, use and disclosure of personal information in relation to the administration and enforcement of the UCCMS, as detailed more fully in the following document available at:

https://commissaireintegritesport.ca/files/Long-form_Consent_OSIC.pdf.
31. Complaints or incidents regarding violations of the UCCMS shall be reported to the OSIC.

ANTI-DOPING

32. The Athlete shall not use or possess banned and restricted substances that contravene the rules or policies of the IOC, IBSF, WADA, CCES or CADP, and any applicable Canadian policy on doping in sport. The Athlete shall not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection of use.
33. BCS will provide to Athlete accurate and timely information regarding the most current version of the CADP.
34. The Athlete shall adhere, comply and stay current with all CCES, WADA, IOC and IBSF anti-doping policies, whereabouts, testing protocols, in and out of competition testing procedures. The Athlete shall abide by the CADP as administered by the CCES at all times.
35. The Athlete shall complete the CCES on line anti-doping education program's courses "True Sport Clean" and "Sport Canada - Athlete Assistance Program" at the beginning of each new carding cycle. Failure to do so will result in AAP payments being kept on hold until this requirement is met.
36. The Athlete shall submit, without prior warning, to unannounced doping-control tests in addition to other prior notice tests and submit at other times to doping-control testing when requested by BCS, the CCES, WADA, IOC, IBSF or other authorities with jurisdiction to do so.
37. The Athlete acknowledges that he or she is subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP. All information, including personal information about the Athlete, 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 WADA's International Standard for the Protection of Privacy and Personal Information.
38. In compliance with the CADP, the Athlete consents to having BCS, police and law enforcement agencies and border services agencies, in Canada and elsewhere, disclose the Athlete's personal information to the CCES to assist the CCES in the enforcement of the CADP. For the

purpose of this consent, the term “personal information” means information relating to an identifiable individual that is recorded in any form.

SPONSORSHIP & COMMERCIAL

39. BCS and the Athlete may enter into a separate Athlete Commercial Agreement, which can only be offered to the Athlete once this Agreement is executed and delivered to BCS.
40. The Athlete consents to BCS using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as “**Athlete’s Attributes**”) to for non-commercial and commercial promotion, including revenue generation to support Sport related objectives, advertising and marketing programs in relation to BCS and the National Teams, including but not limited to competitions that are organized or sanctioned by BCS. This consent shall be effective during the Term of this Agreement and for one year after its termination.
41. If a licensee or sponsor of BCS wishes to utilise the Athlete’s Attributes for a commercial purpose, a written agreement defining the terms of the use shall be entered into between BCS, the Athlete and the licensee or sponsor. If a licensee or sponsor of BCS wishes to utilise an image that is not attributable to a particular athlete, the image may be used at the discretion of BCS.
42. The Athlete shall consistent with this Agreement, undertake his or her reasonable and best efforts to promote positively the National Team and BCS to the media and general public.
43. The Athlete shall participate in BCS educational activities and BCS promotional activities, as may be reasonably requested by BCS, but for no more than the equivalent of five days per year. The Athlete shall be compensated for all reasonably incurred out-of-pocket expenses that are incurred as a direct result of attending these activities.
44. Athletes are not required to participate in promotional activities of BCS sponsors but are encouraged to support the sponsors whenever possible. The Athlete may negotiate an appearance fee associated with their participation.

45. The Athlete shall not enter into any personal sponsorship agreement that conflicts with a BCS direct industry or category exclusive sponsor. In order to avoid such conflicts, the Athlete shall inform BCS of his or her potential personal sponsor(s) prior to entering into any sponsorship agreement and obtain BCS' confirmation that no conflict exists with a BCS sponsor or potential sponsor. BCS shall use reasonable and best efforts to update the athletes with a list of BCS's sponsors, licensees or commercial partners and their direct industry or category exclusivity as required.
46. BCS retains the right to affix the logos, images, or names of sponsors or commercial partners on clothing, gear, equipment, helmets and gloves used by the Athlete in BCS activities. The Athlete shall not display any logo, whether that of a personal sponsor or otherwise, of a company in the same direct industry or category exclusivity industry as any of the BCS's sponsors.
47. Where an athlete has a contract with a personal sponsor prior to BCS entering into an agreement with a competing sponsor in the same category, the athlete's pre-existing agreement shall be exempted from any exclusivity terms with the competing sponsor, who will be informed in advance that the athlete has a conflict until the athlete's contract has expired and any extensions have lapsed.
48. BCS shall use reasonable efforts to resolve any sponsorship issues as between the Athlete's individual sponsorship opportunities and any existing BCS sponsorship and marketing program in a manner that allows the athlete to maximize opportunities for individual sponsorship.
49. The Athlete agrees to follow and abide by all BCS, Sport Canada, COC, IOC and IBSF rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships.

INSURANCE & LIABILITY

50. BCS shall enrol the Athlete in the basic level of the Canadian Athlete Insurance Program for National Team athletes while training and competing in Canada and abroad at BCS sanctioned

events. Additional insurance or coverages may be acquired by the Athlete at his or her election and own expense.

51. The Athlete acknowledges that there are risks, dangers and hazards in the Athlete participating in competition and in training, preparing for and travelling to and from such competition which include, but are not limited to: death, serious neck and spinal injuries which may result in complete and partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body, and risks to general health and well-being. The Athlete acknowledges that some of these dangers and risks are inherent in the nature of the activities the Athlete engages in, while some may arise through the negligence on the part of other persons. The Athlete acknowledges that he or she will be undertaking all activities pursuant to this Agreement at his or her own risk and agrees, to assume all risks associated with, and incidental to, the Athlete's participation in BCS travel, training and competition.
52. The Athlete agrees to indemnify and hold harmless BCS and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which BCS may suffer or incur as a result, directly or indirectly, of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete. This indemnification shall survive any termination or expiry of this Agreement.

UNIFORMS & EQUIPMENT

53. The Athlete must acquire and wear competition attire provided BCS's sponsors or suppliers (the "**BCS Attire**").
54. The Athlete may request to wear similar BCS competition attire for reasons of enhanced performance or safety, as compared with the BCS Attire. Requests must be made to the HPD. BCS and the Athlete will make every effort to allow the applicable BCS sponsor or supplier to match the competitive or safety characteristics of the proposed alternative. If the approval of the HPD is not obtained, the Athlete must wear the BCS Attire. If approval is obtain, then:
 - (a) the suit, or any other competitive attire must be the same color scheme as that supplied to the National Team by the BCS sponsor or supplier;

- (b) the suit, or any other competitive attire must display the same BCS team and BCS sponsor logos as the supplied National Team attire; and
 - (c) the manufacturer's logo on all attire must be "blacked out" such that no brand representation may be seen, perceived or implied, on all competition attire not provided by BCS sponsors or suppliers.
55. The Athlete, whenever representing BCS, while in or around competition sites, training camps, and during media events and opportunities, shall wear in an appropriate manner, official BCS Attire and maintain such attire in clean condition and in good repair.

PROPRIETARY INFORMATION

56. The Athlete acknowledges that while a member of the National Team, the Athlete will have access to confidential information of BCS including, without limitation, inventions, ideas, techniques, research, data, analysis, production processes, specifications, drawings, diagrams, schematics, formulae, algorithms, product designs and concepts, prototypes, devices, technical know-how, methods, training programs, materials, plans, and strategies (the "**Confidential Information**"), which provide BCS and fellow athletes with a competitive advantage over competitor nations.
57. The Athlete agrees that he or she will maintain and protect the confidentiality of the Confidential Information and not to disclose it, wholly or in part, to any third party, and not to make use of any confidential information, without the written consent of BCS. This term will survive for 6 months following the termination of this Agreement.

DISPUTE RESOLUTION

58. The Dispute resolution provisions of this Agreement do not apply to (i) matters that fall within the exclusive jurisdiction of the UCCMS, and (ii) doping infractions pursuant to the CADP.
59. The Athlete and BCS acknowledge that disputes may arise in the administration and operation of the National Team and its related programs ("**Disputes**"), apart from matters that fall within the exclusive jurisdiction of the UCCMS or the CADP. During the normal course, Disputes must be communicated by the Athlete to the administration of BCS.

60. When the Athlete is participating as a member of the National Team and is attending a competition or training camp, then Disputes must be communicated to the National Coach, or alternatively, the HPD. The Athlete and the National Coach, or alternatively, the HPD, will attempt to resolve the dispute that has arisen at the competition or training camp. If the dispute cannot be resolved, the National Coach or the HPD, as applicable, will communicate the dispute to the administration of BCS.
61. Disputes between the Athlete and BCS that cannot be resolved, including but not limited to: alleged breaches of this Agreement, interpretation or application of this Agreement, team selection, alleged violations of the BCS Code of Conduct (with the exception of matters that fall within the exclusive jurisdiction of the UCCMS), and any disputes concerning sanctions or discipline shall be resolved pursuant to the BCS Dispute Policy or BCS Appeal Policy, as applicable. Further appeals may be made to the SDRCC.

TERM

62. This Agreement is effective from the date that execution of this agreement is completed by both Parties and, unless terminated in accordance with the provisions in this Agreement, shall terminate on June 30, 2024. (the “**Term**”).

NOTICE

63. Any notice required or permitted to be sent under this Agreement may be sent by email as follows:
 - (a) to the Athlete: (Email)
 - (b) to BCS: admin@bobcanskel.ca

TERMINATION

64. The Athlete may immediately terminate this Agreement by providing written notice to BCS.
65. BCS may immediately terminate this Agreement by written notice to the Athlete for any one or more of the following:
 - (a) any material breach of the provisions of this Agreement by the Athlete;

- (b) the failure of the Athlete to attend a competition for which they have been selected without prior written approval from the HPD;
 - (c) the Athlete has been found to have committed an anti-doping rule violation by the CCES, WADA or a body with jurisdiction to do so;
 - (d) the Athlete has been found to have contravened the UCCMS, after the applicable appeal period has expired, or the applicable appeal procedure has been exhausted without the contravention being overturned;
 - (e) the Athlete has become ineligible to represent BCS;
 - (f) any conduct of the Athletes which as judged in the sole discretion of BCS, tends to bring the Athlete or BCS into disrepute;
 - (g) conduct on the Athlete's part that is materially detrimental to the operation or competitiveness of BCS, and his or her fellow athletes.
66. Any decision by BCS to terminate this Agreement may be appealed under the BCS Dispute Policy or BCS Appeal Policy, as applicable.
67. On termination of this Agreement for any reason, or at any time upon request of BCS, the Athlete will immediately return to BCS all property including but not limited to all equipment or other materials that is the property of BCS. Property shall be returned to the registered office of BCS.

COMMUNICATION

68. BCS shall communicate with the Athlete both orally and in writing in the language of their choice (French or English).
69. The Athlete shall provide BCS with all current contact information and provide BCS with any information which may be requested from time to time in order to confirm the eligibility of the Athlete and adherence to CCES doping policies.
70. The Athlete shall from time to time provide the NSO with an up-to-date e-mail address that accepts file attachments and that the Athlete will make reasonable efforts to check on a regular basis. Any communications sent by BCS to the e-mail address provided by the Athlete shall be deemed received by the Athlete on the date that it is sent.

71. Anything that must be published under this Agreement by BCS, may be published on the BCS website, which is located at www.bobsleighcanadaskelton.ca.
72. The HPD, or designate, will respond to Athlete inquiries within seven days of receiving an inquiry and communicate by telephone, email or text message to the contact information provided by the Athlete.
73. The Athlete will respond to NSO correspondence and communication within seven days of receipt, and meet any deadlines for responding provided that have been communicated to the Athlete.

PRIVACY

74. BCS will protect all personal information gathered in relation to the Athlete and will not disclose and personal information about the Athlete to third party, without the consent of the Athlete, unless required under BCS's obligations to Sport Canada, COC, IBSF, IOC, CADP, CCES or WADA, or as may be required by law.

GENERAL PROVISIONS

75. This Agreement shall be applied and interpreted in a manner which recognizes that the relationship between BCS and the Athlete is intended to assist the Athlete in the pursuit of athletic excellence.
76. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.
77. The Athlete shall execute any further documents required by BCS to give effect to the respective obligations, warranties, covenants and undertakings set out in this Agreement. For greater certainty, but without limiting the generality of the foregoing, the Athlete shall sign, when requested, COC agreements, and other agreements allowing the Athlete to compete internationally and to participate in Olympic Winter Games;
78. The Athlete acknowledges that he or she has read this Agreement and understands it, and that he or she has been given a full opportunity by BCS to seek independent legal advice prior to the execution and delivery of this Agreement.

- 79. Should any part of this Agreement be declared or held to be invalid for any reason, the invalidity will not affect the validity of the remainder of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion. It is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion that may, for any reason, be hereafter declared or held invalid.
- 80. This Agreement and the documents specifically referred to in it constitute the entire agreement between the Athlete and BCS regarding the matters described in them. Any and all previous agreements or representations, written or oral, express or implied, relating to such matters are terminated, cancelled or withdrawn.
- 81. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. Any dispute arising from, connected with, or relating to this Agreement or any related matters will be resolved by the courts of Alberta, in the judicial centre of Calgary, and the parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of these courts.

IN WITNESS WHEREOF the Parties have executed this Athlete Agreement as of the first date written above.

Witness Signature:

Athlete Signature:

Witness Name:

Athlete Name:

BOBSLEIGH CANADA SKELETON

Per:

Name:

Title:

Per:

Name:

Title:

SCHEDULE A

BCS Bylaws -adopted July 2013
2023-24 BCS Athlete Agreement
2023-24 BCS National Team Athlete Membership Fees
Appeals Policy
BCS Vehicle Policy
Athletes' Council Charter
BCS Athlete Sponsorship Properties
Athlete Handbook
Bobsleigh CANADA Skeleton - An Overview
Brand Policy
General Code of Conduct and Ethics Policy
Athletes' Code of Conduct Policy
Code of Conduct - Board of Directors
Coaches Code of Conduct Policy
Confidentiality Agreement
Concussion Management Protocol
Conflict of Interest Policy
Dispute Policy revised 2010
Discrimination and Harassment Policy
Donation Letter
Donation Policy
Driver's Policy Form
Drug Education Policy
Equipment Policy - Revised 2010
Equity and Access Policy
Injured Athlete Care and Travel Guidelines Dec 2012
Incident Report revised 2010
Privacy Policy
Official Languages Policy
Supplemental Service Policy Dec 2012
Social Media & Social Networking Policy

SCHEDULE B

[IBSF Declaration of National Federation – IBSF E-LICENSE AND REGISTRATION SYSTEM]



INTERNATIONAL BOBSLEIGH & SKELETON FEDERATION

Declaration of National Federation - IBSF E-LICENSE AND REGISTRATION SYSTEM

1. By submitting this information, being fully aware of the civil, administrative and criminal responsibilities involved, the responsible national federation (National Federation) hereby certifies that all personal information featured on the IBSF E-LICENSE AND REGISTRATION SYSTEM is true and legally obtained, as well as certifies that it is fully aware of all the IBSF regulations and is committed to comply with them and has informed and instructed its athlete and team members in details about it.
2. By applying for the License (athletes only) and being fully aware of the civil, administrative, and criminal responsibilities involved, the National Federation to which the athlete (License Holder) belongs, certifies that the latter:
 - a. is a member of his Federation, is suitable for practicing bobsleigh/skeleton racing,
 - b. is covered by insurance against accidents deriving from the practice of bobsleigh/skeleton training and racing, including civil damages to third parties, for transport by ambulance, medical treatment, including hospital treatment,
 - c. has undergone a medical certification to attest to his suitability to practice bobsleigh/skeleton training and racing, as certified by a physician.
3. The License (athletes only) has a validity of one year (October 1 to September 30).
4. By applying for the License (athletes only) respectively season-registration (team members), the National Federations accepts and agrees:
 - a. to the IBSF Statutes, the IBSF International Rules, the IBSF Code of Ethic, all relevant IBSF Codes of Conduct and all other applicable IBSF regulations (see documents under [https://www.ibsf.org/en/inside-ibsf/downloads --> Federation](https://www.ibsf.org/en/inside-ibsf/downloads--> Federation)),
 - b. to properly introduce all athletes and team members with all relevant regulations and documents referred to in (a) above, including IBSF personal data protection notices available at <https://www.ibsf.org/en/privacy-statement> and particularly those relating to the data processing activities that take place during anti-doping procedures,
 - c. to IBSF role as original organizer and rights holder of all IBSF Events,
 - d. that IBSF is entitled to exploit all relevant (commercial) rights to the IBSF Events (such as but not limited to media rights, marketing rights and personal data related rights).
5. The National Federation holds an agreement with the athlete / team member in which the athlete / team member acknowledges and agrees:
 - a. to the Terms and Conditions for Use of the IBSF E-LICENSE AND REGISTRATION SYSTEM
 - b. to the IBSF Statutes, the IBSF International Rules, the IBSF Code of Ethic, all relevant IBSF Codes of Conduct and all other applicable IBSF regulations (see documents under [https://www.ibsf.org/en/inside-ibsf/downloads --> Federation](https://www.ibsf.org/en/inside-ibsf/downloads--> Federation)),
 - c. to IBSF role as original organizer and rights holder of all IBSF Events
 - d. that IBSF is entitled to exploit all relevant (commercial) rights to the IBSF Events (such as but not limited to media rights, marketing rights and personal data related rights)



INTERNATIONAL BOBSLEIGH & SKELETON FEDERATION

- e. that IBSF is exclusively entitled to make sound and/or image recordings (including Live Feeds) of and at the IBSF Event or of parts of the IBSF Event(s), or to have these made by a third-party host broadcaster or any other third party/parties
- f. that IBSF and any official personal data processing partner is exclusively entitled to collect, collate, use, distribute and exploit sports related data at the IBSF Event that may include sport related personal data of the athlete / team member and that the athlete / team member is informed by such data processing
- g. to be filmed, videotaped and photographed, and to have his name, image, picture, likeness, voice and biographical information otherwise recorded, in any media through any technology, by the IBSF 's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the IBSF
- h. grants to IBSF the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, distribute and exploit in all media and through all technologies, the content collected and produced as per e., f. and g. subject to the following restrictions ("Produced Content"):

(1) in no event may the IBSF use or authorize the commercial use of the Produced Content in any manner that would imply athlete / team member's endorsement of any company, product, or service, without athlete/team official's express written permission.

(2) personal data collected for the sole purpose of Anti-Doping will only be used for Anti-Doping Preventions purposes and IBSF will adhere to the International Standard for Protection of Privacy and Personal Information (ISPPi) as set by WADA.

Date, Location

Signed by
(Full Name and Function):

Signature:

(one signed copy per National Federation to be uploaded to the IBSF E-LICENSE and REGISTRATION SYSTEM)