



2026-27 ATHLETE AGREEMENT

THIS ATHLETE AGREEMENT is made effective as of [REDACTED], 2026

BETWEEN:

[REDACTED]

(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**”), Sport Integrity Canada (“**SIC**”) 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;

“BCS Activity” means any NSO Sanctioned Activity and any other activity, event, training session, travel, or engagement in which the Athlete participates at the direction, invitation, or authorization of BCS, whether or not it falls within the specific enumerated categories of NSO Sanctioned Activities;

“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;

“CSSP” means the Canadian Safe Sport Program;

“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, and includes any training, testing, or physical activity conducted at a third-party facility where such activity is directed, authorized, scheduled, or facilitated by BCS or a BCS coach, staff member, or contractor, whether or not BCS owns or operates the facility;

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

“**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;

“**SIC**” means Sport Integrity 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 Sport Integrity Canada 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 and it is the responsibility of the Athlete to review any updated or additional Policies.
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 their 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, team fees and levies as approved and

assessed by BCS; and paying all other required fees and expenses associated with training and competition.

6. 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

7. 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.
8. The Athlete shall review and comply with all BCS, IBSF, COC, IOC, or other applicable eligibility requirements for the National Team.
9. BCS shall approve, publish on its website and notify the Athlete, selection criteria for all National Teams by September 1 of each selection year. Save for exceptional circumstances as articulated in the selection criteria and approved by the CEO, BCS shall not make changes to team selection criteria after they have been approved by the High Performance Director and until selection is complete.
10. BCS shall make reasonable best efforts to publish on its website and notify the Athlete, selection criteria for the Olympic Winter Games as required by the applicable COC policy respecting selection criteria for the Olympic Winter Games.
11. 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

12. 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 the HPD.

13. 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.
14. BCS shall provide a formal review of the Athlete's annual training program on an as needed basis.
15. 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.
16. 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.
17. The Athlete shall avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted.
18. Athlete participation obligations, including camp attendance, evaluation activities, and reporting requirements, are defined in the applicable Selection Criteria. Athletes are required to comply with participation standards as set out in that document

MEDICAL & INJURY

19. In the event of an injury, illness or mental health issue:
 - (a) the Athlete will notify the HPD, or designate, as soon as reasonably possible once the Athlete becomes aware of any injury, illness or mental health issue 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, illness or mental health issue which states the:
 - (i) date or estimate the injury, illness or mental health issue was incurred,
 - (ii) nature of the injury, illness or mental health issue, 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, illness or mental health issue that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician or mental health professional and, at the discretion of BCS, a BCS designated medical professional, to ensure the Athlete's return to training and/or competition in a safe and timely manner.
 - (d) BCS may require the Athlete to undergo an independent medical evaluation where reasonably necessary to assess the Athlete's fitness, safety, return-to-play readiness, or ability to fulfill obligations under this Agreement, including where reasonably necessary to assess the Athlete's mental health readiness to return to training or competition. Any independent mental health evaluation shall be conducted by a qualified mental health professional and shall be carried out with sensitivity and respect for the Athlete's dignity.
20. In the event of a serious injury, illness or mental health issue, 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 by BCS; and
 - (b) inform the Athlete as soon as possible after BCS 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 or communicated by BCS.
23. The Athlete will:

- (a) review any Fee Schedule provided to them as soon as possible after it is received;
 - (b) pay the invoiced or communicated fees within the time period set out in the Fee Schedule or invoice, except as set out in paragraph 21(b); and
 - (c) reimburse additional expenses incurred by BCS on behalf of the Athlete within 15 days of receiving an invoice or communication for those expenses or as the circumstances require.
24. BCS shall publish AAP compliant criteria for the 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 make 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.

CSSP

The objective of this section is to set out the respective obligations on the NSO and the Athlete regarding the advancement of a respectful sport culture that delivers quality, inclusive, accessible, welcoming, and safe sport experiences for all participants, including the athletes. The NSO and the Athlete understand and agree that they each play a part in fostering safe sport experiences and upholding the principles laid out in the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (the "UCCMS"), which are incorporated by references into the Canadian Safe Sport Program ("CSSP"). The CSSP recognizes Sport Integrity Canada ("SIC") as the body mandated

to independently administer and enforce the UCCMS for sport organizations, by receiving and responding to reports of prohibited behaviour, and by developing and carrying out education, prevention and policy activities.

28. BCS will:

- (a) Expressly accept and adopt the CSSP and comply with the rights, obligations and responsibilities as outlined in the Adoption Contract (<https://sportintegrity.ca/safe-sport-program>);
- (b) Ensure that all NSO policies, procedures or other actions are consistent with the UCCMS and the CSSP Rules;
- (c) Ensure that none of this Agreement, any other NSO policy, procedure or other action, are used by the NSO to restrict the Athlete's ability to exercise their rights, protections or responsibilities under the CSSP Rules;
- (d) Obtain the informed consent of the Athlete to be subject to the CSSP Rules and its administration and enforcement processes through the SIC's mandatory Safe Sport e-learning and track the completion of this training;
- (e) Refer to SIC on all applicable matters relevant to the CSSP Rules so that they may be addressed in accordance with the administration and enforcement under the CSSP Rules;
- (f) Provide periodic safe sport and/or dispute resolution training opportunities to the Athlete and everyone interacting with or making decisions affecting the Athlete;
- (g) Distribute and/or facilitate access, in a timely manner relevant information, tools, services and resources made available from time to time by SIC for participants under the CSSP Rules, including the Athlete;
- (h) Fully cooperate in good faith as part of any process related to the administration and enforcement of the CSSP Rules; and
- (i) Ensure that any sanctions or provisional measures which are imposed in accordance with the CSSP Rules, are implemented, respected, and adhered to.

29. The Athlete will:

- (a) Familiarize themselves with the UCCMS and the CSSP Rules through the completion of the mandatory Safe Sport 2025 e-learning module and consent;
- (b) Act in a manner consistent with the CSSP Rules; and

- (c) Fully cooperate in good faith as part of any relevant process for which Athlete participation is required in relation to the administration and enforcement of the CSSP Rules.
- (d) The Athlete shall cooperate fully, honestly, and in good faith in any investigation, review, disciplinary matter, safety review, or risk management process conducted by BCS, SIC, the SDRCC, or any other organization with jurisdiction over the Athlete or the Sports.

ANTI-DOPING

- 30. The Athlete shall not use or possess banned and restricted substances that contravene the rules or policies of the IOC, IBSF, WADA, SIC 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.
- 31. BCS will provide to Athlete accurate and timely information regarding the most current version of the CADP.
- 32. The Athlete shall adhere, comply and stay current with all SIC, 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 SIC at all times.
- 33. The Athlete shall complete the SIC 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.
- 34. 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, SIC, WADA, IOC, IBSF or other authorities with jurisdiction to do so.
- 35. 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.

36. 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 SIC to assist SIC 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

37. 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.
38. 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.
39. 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.
40. 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.
41. 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.

42. 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.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.

48. The Athlete shall not make or publish statements, including through social media or other public forums, that are knowingly false, defamatory, malicious, or materially damaging to BCS, its athletes, coaches, staff, sponsors, partners or representatives.

INSURANCE & LIABILITY

49. The Athlete shall enroll 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.
50. 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.
51. The Athlete hereby releases and forever discharges BCS, its directors, officers, employees, contractors, coaches, volunteers, agents, affiliated organizations, facility providers and representatives from any and all liability, claims, demands, damages, actions or causes of action arising from or relating to the Athlete's participation in any BCS activity, including claims arising from the negligence of BCS or other participants, except where prohibited by law or resulting from gross negligence or willful misconduct. For the purposes of this Agreement, "gross negligence" means a conscious and deliberate disregard of a known and serious risk of harm to the Athlete. Gross negligence does not include: ordinary negligence; errors of judgment; acts or omissions made in good faith or reasonable reliance on information provided by third-party facility operators; or BCS's failure to identify or remedy a risk that was not known to BCS at the relevant time.

52. Third-Party Facilities. The Athlete acknowledges that BCS may, from time to time, direct or facilitate the Athlete's training or competition at facilities owned or operated by third parties, including without limitation ice tracks, sliding centres, gymnasiums, and other sport facilities (collectively, "Third-Party Facilities"). The Athlete acknowledges and agrees that:
- (a) BCS does not own, operate, manage, or control Third-Party Facilities and is not responsible for their design, construction, maintenance, inspection, or operation;
 - (b) the risks associated with activities at Third-Party Facilities are in addition to, and not limited by, the risks described elsewhere in this Agreement;
 - (c) the Athlete has had the opportunity to inspect, or request an inspection of, any Third-Party Facility prior to participation; and
 - (d) the release and assumption of risk contained in this Agreement applies fully to activities conducted at Third-Party Facilities, including any claims arising from the condition or operation of such facilities.
53. The Athlete acknowledges and agrees that:
- (a) participation in bobsleigh, skeleton, and related training and competition activities involves inherent and significant risks of serious injury, permanent disability, paralysis, and death;
 - (b) the Athlete is voluntarily participating in such activities with full knowledge of these risks;
 - (c) the Athlete has been given the opportunity to obtain independent legal advice prior to executing this Agreement; and
 - (d) the Athlete specifically understands and agrees that this section limits the Athlete's legal rights, including the right to bring legal claims against BCS and the other released parties described above.
54. The Athlete acknowledges and accepts personal responsibility for their own safety and the safety of others while participating in any BCS activity. The Athlete agrees to immediately report, question, refuse, or cease participation in any activity, instruction, or condition that the Athlete reasonably believes to be unsafe.
55. BCS reserves the right to establish, modify and enforce safety protocols, operational procedures, and participation requirements at any time. BCS may suspend or remove any

Athlete from participation where BCS reasonably determines that continued participation presents a safety risk to the Athlete or others.

56. The Athlete agrees to indemnify and hold harmless BCS and its directors, officers, employees, contractors, volunteers and agents from and against any and all third-party claims, liabilities, losses, damages, costs, or expenses, including legal fees on a solicitor-and-client basis, arising directly or indirectly from:
- (a) any breach of this Agreement by the Athlete;
 - (b) any unlawful, negligent, reckless, or intentional act or omission of the Athlete; or
 - (c) the Athlete's failure to comply with applicable laws, policies, rules, safety protocols, or anti-doping requirements.

This indemnification shall survive the termination or expiry of this Agreement.

57. Severability of Release. The Athlete and BCS expressly agree that the release, assumption of risk, and indemnification provisions of this Agreement are intended to be as broad and inclusive as permitted by applicable law. If any portion of these provisions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions shall continue in full force and effect and shall be construed to give the maximum effect to the intent of the Parties to limit BCS's liability to the fullest extent permitted by law. The invalidity of any one release provision shall not affect the enforceability of any other release provision.

UNIFORMS & EQUIPMENT

58. The Athlete must acquire and wear competition attire provided by BCS's sponsors or suppliers (the "**BCS Attire**").
59. 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.
60. 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.
61. Any equipment purchased directly by BCS, reimbursed by BCS, or acquired using BCS-provided funding may, at the sole discretion of BCS, remain the property of BCS unless otherwise agreed in writing.
62. BCS may require the Athlete to return any equipment funded in whole or in part by BCS upon request or upon termination of this Agreement.

PROPRIETARY INFORMATION

63. 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.
64. The Athlete agrees that he or she will maintain and protect the confidentiality of the Confidential Information and not disclose it, wholly or in part, to any third party, nor make use of any Confidential Information without the prior written consent of BCS. This obligation shall survive for two (2) years following the termination or expiry of this Agreement. With respect to technical, proprietary, strategic or competitive information belonging to BCS, this obligation shall survive indefinitely.

DISPUTE RESOLUTION

65. The Dispute resolution provisions of this Agreement do not apply to (i) matters that fall within the exclusive jurisdiction of the CSSP, and (ii) doping infractions pursuant to the CADP.
66. 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 CSSP or the CADP. During the normal course, Disputes must be communicated by the Athlete to the administration of BCS.
67. 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.
68. 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 CSSP), and any disputes concerning sanctions or discipline shall be resolved pursuant to the BCS Discipline and Complaints Policy or BCS Appeal Policy, as applicable. Further appeals may be made to the SDRCC.
69. Subject to the applicable rules of the CSSP and CADP, no legal or court proceeding may be commenced against BCS unless and until the Athlete has exhausted all applicable dispute resolution, discipline, appeal, and SDRCC processes available under BCS policies and the SDRCC Code.

TERM

70. 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, 2027. (the “**Term**”).

NOTICE

71. Any notice required or permitted to be sent under this Agreement may be sent by email as follows:
- (a) to the Athlete: the email address provided by the Athlete to BCS at the time of athlete intake, as may be updated by the Athlete from time to time pursuant to clause 67 of this Agreement. Any notice sent to the email address on file at the time of sending shall be deemed received by the Athlete on the date it is sent; and
 - (b) to BCS: admin@bobcanskel.ca

TERMINATION

72. The Athlete may immediately terminate this Agreement by providing written notice to BCS.
73. 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 or of any BCS Policy or rules 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 failure of the Athlete to pay any fees to BCS as stated in paragraph 22(b)
 - (d) the Athlete has been found to have committed an anti-doping rule violation by the SIC, WADA or a body with jurisdiction to do so;
 - (e) 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;
 - (f) the Athlete has become ineligible to represent BCS;
 - (g) any conduct of the Athletes which as judged in the sole discretion of BCS, tends to bring the Athlete or BCS into disrepute;
 - (h) conduct on the Athlete's part that is materially detrimental to the operation or competitiveness of BCS, and his or her fellow athletes.
74. Any decision by BCS to terminate this Agreement may be appealed under the BCS Discipline and Complaints Policy or BCS Appeal Policy, as applicable.

75. 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 of BCS, including but not limited to equipment, uniforms, technical materials, electronic devices, confidential documents, and any equipment purchased or reimbursed in whole or in part by BCS. Property shall be returned in good condition, reasonable wear and tear excepted, to the registered office of BCS or such other location designated by BCS.

COMMUNICATION

76. BCS shall communicate with the Athlete both orally and in writing in the language of their choice (French or English).
77. 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 SIC doping policies.
78. 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.
79. Anything that must be published under this Agreement by BCS, may be published on the BCS website, which is located at www.bobsleighcanadaskelton.ca.
80. 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.
81. 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

82. BCS will protect all personal information gathered in relation to the Athlete and will not disclose any 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, SIC or WADA, or as may be required by law.

GENERAL PROVISIONS

83. 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.
84. Nothing in this Agreement shall be interpreted as creating an employment, partnership, agency, fiduciary, or joint venture relationship between the Athlete and BCS.
85. Headings are included in this Agreement for convenience of reference only and do not form part of this Agreement.
86. 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;
87. 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.
88. 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.
89. 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.

- 90. BCS shall not be liable for any delay, cancellation, modification, suspension, or inability to perform obligations under this Agreement arising from causes beyond its reasonable control, including but not limited to acts of God, pandemics, public health emergencies, war, terrorism, labour disruptions, facility closures, travel restrictions, government actions, weather events, or failures of third-party service providers.
- 91. Subject to the dispute resolution provisions of this Agreement, the BCS Discipline and Complaints Policy, the BCS Appeal Policy, the applicable rules of the CSSP and CADP, and any applicable SDRCC processes, this Agreement shall 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 that is not otherwise resolved through the applicable internal dispute resolution or SDRCC processes shall 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 those courts.

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

BOBSLEIGH CANADA SKELETON

Per:

Athlete Signature

Name:
Title:

Athlete Name

SCHEDULE A

Appeals Policy
BCS Bylaws - October 2024
Continuance Articles 2014
BCS Board Mandate
BCS Code of Conduct - Universal
Brand Policy
Governance and Risk Management Committee
Audit and Finance Committee
Nomination and HR Committee
Privacy Policy
Discipline and Complaints Policy
Sport Equity and Access Policy
Official Languages Policy
BCS Board Diversity Policy
Conflict of Interest Policy
Risk Management Policy
BCS Membership Application Form - Class A
Social Media Policy
Anti-Doping Policy
Athlete Agreement
BCS Athlete Sponsorship Properties
Concussion Protocol
NBP Athletic Testing Protocols
NSP Athletic Testing Protocols

SCHEDULE B

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