

2023 TEAM ALBERTA

**HIGH PERFORMANCE
YOUTH TARGET TEAM**

April 1, 2023 – March 31, 2024

ATHLETE AGREEMENT

Athlete / Archery Alberta Agreement – General Purpose and Overview

Archery Alberta selects, or invites, individual athletes to participate in its high-performance programs with the objective to have the athlete represent Alberta at national events, such as the Canada Cups, Fred Usher Cup, Target Nationals, or other national archery competitions or Archery Alberta activities or events, such as training camps. Additionally, and as applicable, Archery Alberta selects, or nominates, athletes to Archery Canada as the best qualified individuals, from among those athletes meeting established criteria, to compete for Canada.

The purpose of this Agreement is to establish a set of rights, obligations and commitments for both, the Athlete and Archery Alberta.

Athletes may receive financial support from Archery Alberta. It is important that the Athlete understands the basis on which financial support is provided, the actions and activities necessary to maintain this funding, and the actions and activities that would cause the support to be terminated.

Similarly, Archery Alberta understands its rights, obligations and commitments to the: Provincial Members, Registrants (individuals and clubs) and Athletes that participate on behalf of Archery Alberta. In doing so, Archery Alberta must also recognize the rights of the Athlete as laid out in the body of this Agreement.

The Athlete is required to review all of the material attached and is encouraged to consult with the Senior Archery Alberta Athlete Representative or the Archery Canada President in the case of questions or concerns. In turn, the Athlete Representative or the President will research the related issues and questions with the High-Performance Coordinator and reply to the Athlete within a reasonable time, but in any case, not longer than five (5) days from when the question(s) is asked.

All Athletes submitting to receive Team Alberta Athlete Assistance funding, or wishing to participate in Archery Alberta's high-performance programs (e.g., activities and events such as national competitions, training camps), or who are selected to represent Archery Alberta nationally, must sign this Agreement.

Until the Athlete has signed and returned the Agreement to the High-Performance Coordinator, an Athlete *may* not: receive any funds; represent Archery Alberta in competition for Alberta; or participate in Archery Alberta's high-performance programs.

ATHLETE / ARCHERY ALBERTA AGREEMENT

AGREEMENT made this _____ day and _____ month of 2023

BETWEEN

Archery Alberta

AND

_____,
Print Full Name (herein after referred to as the "Athlete"),

and which is to be in effect from May 1, 2023 to March 31, 2024.

WHEREAS all Athletes representing Archery Alberta in national competition are required to enter into a written agreement to be signed by Archery Alberta and the Athlete who represents Archery Alberta in national competition;

WHEREAS all Athletes wishing to participate in Archery Alberta's high-performance programs are required to enter into a written agreement to be signed by Archery Alberta and the Athlete participating in the program;

WHEREAS Archery Alberta is recognized by Archery Canada as the sole Provincial Sport Organization (PSO) governing the sport of archery in Alberta;

WHEREAS Archery Canada requires that Archery Alberta certify the eligibility of the Athlete to compete as a member in good standing;

WHEREAS it is desirable to clearly establish the relationship between Archery Alberta and the Athlete by detailing their respective rights and obligations; and

NOW THEREFORE the parties hereto agree to the following clauses:

SECTION I: DEFINITIONS

1. **"Athlete"** means the individual signing this Agreement and includes an individual who has:
 - a. received funding from Archery Alberta;
 - b. been selected by Archery Alberta to participate as a member in any of its programs;
and
 - c. been selected to represent Archery Alberta in national competition.
2. **"Athlete's Personal Attributes"** means anything specific to the identity of the athlete that would evoke their identity to the public, such as name, voice, signature, photo/likeness, and any other identifiable feature.
3. **"Event"** means any single activity, such as a competition or training camp, which is part of the Program.
4. **"Program/s"** is defined to mean any activities and events that the athlete is engaged in, including, but not limited to:
 - a. Archery Alberta provincial championships;
 - b. Archery Alberta training camps;
 - c. Archery Alberta meetings;
 - d. Archery Alberta events;
 - e. Archery Alberta awards ceremonies;
 - f. Promotional and media activities; and
 - g. Personal appearances when representing Archery Alberta.
5. **"Program Leadership"** is referred to as the Provincial Coaches, the High-Performance Coordinator, or an individual assigned by Archery Alberta's High-Performance Coordinator.
6. **"PSO"** means Provincial Sport Organization.
7. **"Team Alberta"** is defined as a formal group of athletes, coaches and support staff who are selected by Archery Alberta to represent Alberta at specified international archery events, or to participate in its programs.
8. **"Year"** is the 12-month period from the 1st April to the 31st of March of the next year.

SECTION II: ARCHERY ALBERTA OBLIGATIONS

Archery Alberta shall:

- a. Select, organize and operate a Provincial Team of athletes, coaches and necessary support staff to represent Alberta in the sport of Archery.
- b. Inform the Athlete of any changes to its selection policy at least two (2) months in advance of the application of the change to the policy.
- c. Make a best effort to publish any **event specific selection addendum**, pertaining to a particular event (e.g., Fred Usher Cup), at least two (2) months in advance of the selection date for the applicable event.
- d. Protect all personal, medical, and confidential information gathered in relation to the Athlete, by not supplying this information to outside parties without explicit and informed consent of the Athlete, unless required to do so by law or in accordance with the Canadian Anti-Doping Program policies.
- e. Provide timely communication to the greatest extent possible, with respect to annual program plans and events, and identify a program leadership “point of contact” regarding questions pertaining to said plans or events.
- f. Provide liability insurance coverage for activities associated with the High-Performance Programs.
- g. Provide a dispute resolution mechanism with respect to any dispute the Athlete may have with Archery Alberta.
- h. Conform to all Archery Canada Codes and Policies, including but not limited to the Archery Canada Code of Conduct and Ethics (<http://www.archerycanada.ca/en/policies/539-code-of-conduct>) and the Archery Canada Social Media Policy, as well as any other Archery Canada policies.
- i. Conduct selection of members for all provincial teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness.

SECTION III - ATHLETE OBLIGATIONS

The Athlete shall:

- a. Not use banned substances that contravene the rules of World Archery and the Canadian Anti-Doping Program, other than those drugs approved by a medical doctor and/or approved by the National Coach and approved by the Canadian Centre for Ethics in Sport through a Therapeutic Use Exemption (TUE) form.
- b. Follow the policies, rules and regulations as set out in the Canadian Anti-Doping Program; by the World Anti-Doping Agency (WADA), and World Archery.
- c. Not use or possess performance-enhancing drugs and not supply such drugs to others directly or indirectly, not knowingly aid in any effort to avoid detection of the use of banned substances or banned performance-enhancing practices, nor encourage or condone their use.
- d. Not use alcohol in excess (or at all in the case of under-aged athletes), and follow any specific guidelines established by the Program Leadership or the established regulatory authority regarding the use of alcohol.
- e. Always use a bow and arrow in a safe manner and in accordance with all guidelines established by World Archery, the regulations of the sport, by the Program Leadership, as well as by local laws in other nations with regards to bow and arrow use and its transportation.
- f. Attend any required events included in the high-performance programs, unless excused by the Program Leadership.
- g. Keep training records as required by the Program Leadership.
- h. Provide all relevant training records, charts and related technical and performance information that Archery Alberta may request for review or approval.
- i. Take responsibility for meeting certain performance benchmarks, including, but not limited to, competition results, as outlined and documented by the Program Leadership, in order to retain program eligibility.
- j. Send a signed certificate from a physician to the identified Program Leadership within seven (7) days following the beginning of the injury or sickness, in the case that the injury or illness prohibits the Athlete from participating in a Team Alberta activity or event. The certificate should indicate the details of the health issue and the prognosis for recovery and resumption of sport activity. Provincial Team Athletes are expected to follow all prescriptions for recovery as decided by the practitioner (physician or other) and to follow any jointly developed training and recovery program that is approved by the Program Leadership.

- k. Comply with all Archery Canada Codes and Policies, including but not limited to the Archery Canada Code of Conduct and Ethics (<http://www.archerycanada.ca/en/policies/539-code-of-conduct>) and the Archery Canada Social Media Policy, as well as any other Archery Canada policies. See the Archery Canada Social Media Policy on the Archery Canada website at: <http://www.archerycanada.ca/en/administration/policies>.
- l. Follow the training and competitive rules and regulations as set out by World Archery and Archery Canada.
- m. Follow all guidelines as set out by the Program Leadership with respect to equipment management, equipment readiness, program clothing, competition preparation, and general competition conduct.
- n. Pay all fees and costs owing to Archery Alberta when due.
- o. Pay any applicable program participation levy when due.
- p. Follow the Archery Alberta Dispute Resolution Policy for remedy of complaints and disagreements, and as per the requirements of the Dispute Resolution Policy. Do not take a grievance public without first exhausting the above referenced policy or internal Archery Alberta procedures.
- q. Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with an Athlete's performance in competition, during an activity or event, or as part of the high-performance programs.
- r. Avoid participating in any competitions where either of Archery Canada policy and/or Archery Alberta policy has determined that participation is not permitted.
- s. Avoid living in an environment not conducive to high performance achievements.
- t. Participate in commercial promotional activities on behalf of major sponsors of Archery Alberta, or sport-related non-commercial promotional activities on behalf of Archery Alberta, where the arrangements for such activities are made through Archery Alberta. Such activities should not interfere with the training and competitive activities of the Athlete.
- u. Wear and use clothing, apparel, products and equipment as directed by Archery Alberta while engaged in any Team Alberta or related activities, including travel, training, competition, competition-day warming up, opening and closing ceremonies, post-competition ceremonies, press conferences, photos sessions, promotional events and other public appearances, at all times and in the proper manner as directed by Archery Alberta.
- v. Be responsible to purchase replacements of any designated official clothing that requires replacement.

SECTION IV – SPONSORSHIP AND COMMERCIAL ACTIVITIES

1. The Athlete acknowledges that Archery Alberta may seek financial assistance from both the public and private sectors, and in this regard the Athlete agrees that the use of the Athlete's Personal Attributes by Archery Alberta will be governed as follows:
 - a) The Athlete consents to Archery Alberta using, reproducing and distributing, without charge, on a worldwide basis, in any format or media, the Athlete's Personal Attributes to promote Archery Alberta and Team Alberta's sponsorship, licensing, advertising, public relations and marketing programs. This consent will remain in effect for the duration of this Agreement and for a period of four years thereafter.
 - b) The Athlete consents to the sponsors and licensees of Archery Alberta using, without charge, on a worldwide basis, in any format or media, the Athlete's Personal Attributes to promote their business. All use of the Athlete's Personal Attributes by such sponsors and licensees will be defined and limited by the terms and conditions of the sponsorship or licensing agreements in effect with Archery Alberta, provided that in all cases the use of the Athlete's Personal Attributes will not imply an Athlete testimonial or endorsement of any product without first obtaining the Athlete's permission.
 - c) Archery Canada may request that the Athlete attend media or promotional events for the purposes of fulfilling obligations to Archery Canada sponsors. Athletes may be financially compensated for sponsorship servicing at the discretion of Archery Alberta and the sponsor involved.
 - d) The Athlete warrants that he or she has not granted and will not grant to any person or entity during the term of this Agreement an exclusive license to use the Athlete's Personal Attributes which would conflict with the terms of this Agreement.
2. Archery Canada acknowledges the Athlete's right to enter into personal sponsorship agreements, endorsements and business relationships. Such sponsorship contracts will be governed as follows:
 - a) The Athlete will not display the logos of any personal sponsors or supporters on any provincial team apparel (e.g., shirts, jackets, pants, hats).
3. At all times the Athlete agrees to abide by all Archery Canada and World Archery rules, policies and restrictions in place from time-to-time regarding clothing, commercial properties, endorsements, advertising and sponsorships.
4. The Athlete releases and saves harmless Archery Alberta, and any licensees and sponsors of Archery Alberta, from any and all claims that the Athlete may have against them, now or in the future, arising from the use by Archery Alberta of promotional material utilizing the Athlete's Personal Attributes.

SECTION V - DEFAULT OF AGREEMENT

1. Where the Athlete feels that Archery Alberta has failed to meet its obligations under this Agreement, they may bring forward a grievance by following the processes outlined in the Archery Alberta Dispute Resolution Policy and Archery Alberta Complaint and Disciplinary Policy. As required by Archery Alberta Complaints and Disciplinary Policy, the process is confidential, and the Athlete and Archery Alberta shall both refrain from taking grievances public.
2. Where the Athlete fails to meet his or her obligations under this agreement the Archery Alberta Complaints and Disciplinary Procedure shall be followed.
3. Both parties agree to make full use of the options provided for in the dispute resolution provisions of this Agreement before taking any action outside the scope of this Agreement.
4. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this Agreement, the following shall occur:
 - a. The party notifies the other party in writing of the particulars of the alleged default.
 - b. If there exists a reasonable opportunity to correct the default, and the default is not so fundamental as to amount to a repudiation of this Agreement, then the notifying party shall indicate in the notice, the steps to be taken to remedy the default, and indicate a reasonable period of time to complete the remedial steps:
 - i. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default; or
 - ii. If the party receiving the notice fails to remedy the breach within the specified time, and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the Archery Alberta Dispute Resolution Policy and Archery Alberta Appeals Policy to resolve the differences between the parties.

SECTION VI – TERM AND TERMINATION

1. The duration of the Agreement is from April 1st to March 31st of the year 2023, unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with Archery Alberta's policies.
2. The Athlete may terminate this Agreement at any time by providing written notice of termination to Archery Alberta. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the High-Performance Programs, including the right to compete nationally officially representing Archery Alberta.
3. Archery Alberta may terminate this Agreement prior to its scheduled expiry in the event the Athlete has committed a breach of Archery Alberta's Code of Conduct and Ethics, or has been found guilty on a non-inadvertent doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent Alberta or is deemed unable to fulfill this Agreement. Any decision by Archery Alberta to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through Archery Alberta's Appeal Policy.

SECTION VII – ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

SECTION VIII – INDEPENDENT LEGAL ADVICE

1. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal agreement. The Athlete confirms to Archery Canada that the Athlete has obtained independent legal advice, or in the alternative, that the Athlete has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

SECTION IX – GENERAL

1. This Agreement will be governed by and construed in accordance with, and the rights of the parties will be governed by, the laws of the Province of Alberta and the laws of Canada applicable therein.
2. This Agreement constitutes the entire Agreement between the parties hereto and replaces all previous Agreements entered into between them.
3. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties hereto.

4. If any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable in whole or in part, then the remaining provisions or the application thereof to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, will not be affected thereby, and every provision hereof will be valid and enforceable to the fullest extent permitted by law.
5. This Agreement will ensure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

SECTION X – ACKNOWLEDGEMENT

1. The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
2. The Athlete declares that in return for any financial or other means of support provided by Archery Alberta, the Athlete undertakes to fulfill all commitments and responsibilities outlined in the booklet Team Alberta Information Package and in the Athlete / Archery Alberta Agreement.

Athlete Name

Athlete Signature

Parent/Guardian Name (if athlete is a minor)

Parent/Guardian Signature (if athlete is a minor)

Date

High-Performance Coordinator
Signature