

## Athlete Agreement

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Between:

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Insert Athlete Name on line above  
(hereafter the "Athlete")

and

Wind Athletes Canada  
(hereafter "WAC")

**WHEREAS** Wind Athletes Canada is a Registered Amateur Athletic Association with the objective of promoting high performance sailboat racing in Canada and supporting Canadians competing internationally in sailing.

**AND WHEREAS** the Athlete has undertaken a commitment to train and compete in the Sport of sailing and to represent their Province in National level competitions and to represent Canada in international competitions for which they may qualify such as the Olympic Games, Pan Am Games and other pinnacle events in the sport of sailing.

**AND WHEREAS** the parties recognize, that for Canadian athletes in the sport of sailing, available government funding to support their development is inadequate, covering a small portion of the necessary costs required for success. This means that in practical terms only wealthy Canadians can afford to participate in the sport on a reasonably level playing field level with adequately funded international athletes in their sport, unless alternative sources of funding are made available.

**AND WHEREAS** the parties recognize the potential to raise a portion of the necessary funds through tax deductible donations made by generous, arm's length, Canadian tax payers to a Registered Canadian Amateur Athletic Association.

The parties hereby set out the terms of their relationship and the mutual covenants, by which they agree to be bound.

### **Athlete Responsibilities:**

1. The Athlete warrants that they are a Canadian citizen and meet the requirements under the World Sailing Rules concerning nationality to compete for Canada and the Athlete further undertakes to advise WAC if this status changes at any time during the term of this agreement, which shall be one year from the date of signing it.

2. The Athlete agrees to maintain all necessary qualifications necessary to compete in their chosen sailing class, such as class membership and affiliation with a sailing club affiliated with a Member National Authority of World Sailing and its successor organizations.
3. The Athlete agrees to follow all policies of WAC in force from time to time such as the Expense Claim Policy.
4. The Athlete agrees not to engage in any kind of misconduct including but not limited to:
  - a) The taking of banned substances as defined in the World Anti-Doping Code;
  - b) Breaches of the Universal Code of Conduct to Prevent and address Maltreatment in Sport (UCCMS) published by the Sport Dispute Resolution Centre of Canada;
  - c) Posting of content on the WAC website deemed inappropriate by WAC in its sole and absolute discretion;
  - d) Using the same expense receipt to claim reimbursement for a sport related expense from more than one funding body (“double dipping”);
  - e) Any type of fraud or misrepresentation, including fraud or misrepresentations related to reimbursement claims filed with WAC by the athlete;
  - f) Such other types of misconduct that WAC in its reasonable discretion may determine.
5. Should any of the above requirements not be met, WAC may terminate this agreement on 5 days notice, subject to providing the athlete an additional 15 days to object to the termination of this agreement. All objections to termination of this agreement shall be considered and ruled upon by the WAC Board of Directors, who shall make any necessary determinations in their sole and absolute discretion. Should any Athlete wish to object to a decision of the Board of Directors to terminate this agreement, the athlete shall appeal the decision to the Sport Dispute Resolution Centre of Canada (SDRCC) as a sport related dispute and shall pay any fees necessary to have the SDRCC hear the case.
6. The Athlete shall provide WAC with annual training and competition plan and a proposed budget to support that plan. This plan and the supporting budget must be updated annually by the athlete if significant changes are made or at any time WAC requests an update.

### **WAC Responsibilities**

7. WAC will provide the Athlete with a template for the annual training and competition plan and supporting budget. WAC may provide advice about the efficacy of said plan and sufficiency of said budget at its discretion.

8. WAC will provide the athlete with a custom web page and limited editing access to that page allowing them to add and remove content including, text, photos, video and social media links.
9. WAC will offer periodic tutorials and advice about how best to use the athlete's webpage for the purpose of fundraising.
10. Upon request, WAC will provide information it deems reasonable to the athlete that identifies donors who have expressed an interest in supporting the athlete so that they may personally thank those individuals.
11. WAC will make determinations about the funding it will make available to its athlete programs, based on funds available and based on its sole and absolute discretion, recognizing that one of the important skill sets necessary for success in sport is that it wishes to reward in making decisions about access to funding is the ability of an athlete to raise money.

### **General**

12. In making an expense claim, an athlete shall be understood to be an agent of Wind Athletes Canada, such that the expense claimed, so long as it is a legitimate program operational expenses as defined in the Expense Claim Policy, is an expense of Wind Athletes Canada.
13. If any provision of this agreement is deemed by a Court of competent jurisdiction (including the SDRCC) to be unenforceable, the remaining provisions shall remain in full force and effect.
14. This Agreement is subject to any changes necessary to ensure compliance with the *Income Tax Act R.S.C. 1985, c. 1* as amended from time to time and to compliance with any and all other applicable legislation in force in Canada.
15. It is agreed and understood that this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same instrument, notwithstanding their date of execution.
16. This agreement shall be interpreted in accordance with the Laws of Canada and the Province of Ontario.
17. In the event that the Athlete fails to renew this agreement, it shall continue in full force and effect for a period of 3 months after the renewal date unless the Athlete advises WAC of their retirement from competing writing.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the \_\_\_<sup>th</sup>  
day of \_\_\_\_\_, 20\_\_.

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WIND ATHLETES CANADA

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Athlete Signature

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(please print athlete name above)

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Signature of Parent or Guardian if Athlete under 18

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Please print name of Parent or Guardian signed above