

**CANADIAN SPORT PARACHUTING ASSOCIATION
ATHLETE AGREEMENT**

(National Teams Manual, PIM 4F, Appendix I)
(date of this revision: April 2013)

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN:

THE CANADIAN SPORT PARACHUTING ASSOCIATION,
having its national office at 204-1468 Laurier, Rockland, ON K4K 1C7
(hereinafter referred to as the "CSPA")

AND: _____, residing at

(hereinafter referred to as the "Athlete")

Athlete data:

(No Athlete will be registered for the WPC without all current information)

CSPA Membership Number: _____

CSPA Membership date of expiry: _____

Canadian Passport Number: _____

Passport Date of Expiry: _____

Sporting Licence - Year and Number: _____

Date of Birth _____

Phone Number _____

Email address _____

WHEREAS:

- a) the Athlete wishes to represent Canada at International Competition during the calendar year 20__, and to be an active competitor in CSPA sanctioned events with his or her rights and obligations clearly defined;
- b) the CSPA is recognized by the Aero Club of Canada and Sport Canada as the sole National Association governing the sport of parachuting in Canada; and
- c) the CSPA recognized the need to clarify the relationship between the CSPA and the Athlete by establishing their respective rights and obligations; and
- d) the Sport Canada Athlete Assistance Program (herinafter referred to as "the AAP") requires these rights and obligations to be stated in a written agreement to be signed by the CSPA and the athlete who applies for assistance under the AAP; and
- e) the Aero Club of Canada requires that the CSPA certify the eligibility of the athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

CSPA's OBLIGATIONS

1. the CSPA shall:

- a) oversee the organization, selection and operation of teams of athletes, coaches and other necessary support staff (a national team delegation) to represent Canada in the sport of parachuting throughout the world;
- b) communicate with athletes both orally and in writing in the language of their choice (French or English);

- c) keep in trust membership team fund donations and provide for the orderly disbursement of funds to the Athletes pursuant to the National Team Trust Fund Policy;
- d) publish selection criteria for all national teams at least (3) months before the selection for any particular team;
- e) conduct selection of members to all national teams in a manner that is in conformity with the generally accepted principles of natural justice and procedural fairness;
- f) publish criteria for the selection of athletes to the AAP;
- g) nominates all athletes who meet AAP criteria;
- h) organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Canada in the sport of parachuting in accordance with the budget of the CSPA;
- i) provide the athlete selected to be a member of the National Team with the National Team uniform;
- j) regularly provide National Team program information (training and competition) to the Athlete in the form of email or mailed correspondence;
- k) monitor Athlete training and commitment from the time of selection to the national team to the commencement of the international competition;
- l) assist where possible by gathering and distributing information regarding travel, entrance requirements and necessary documentation to compete at the international competition; and
- m) provide a hearing and appeal procedure that is in conformity with the generally accepted principles of natural justice and due process, with respect to any dispute the Athlete may have with the CSPA, other than those related to the AAP, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the athlete.

OBLIGATIONS OF THE ATHLETE

2. the Athlete shall:

- a) be, at the time of selection to the national team, a Canadian citizen or, if not a Canadian citizen, have been a resident in Canada for at least three consecutive years and not represented any other country during that three year period;
- b) recognizing the responsibilities of the coaches in coaching-related decisions, follow the training and competitive program mutually agreed to by the following:
 - the CSPA representative responsible for developing and monitoring National Team training and competitive programs (the National Coach or High Performance Director, for example);
 - the Athlete's personal coach; and
 - the Athlete;
- c) avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
- d) provide the National Coach or his or her designate, by mail, with an annual training chart and monthly updates of changes to the chart or any other appropriate information that the CSPA may request;
- e) subject to paragraph 2(f), participate in all mandatory training camps and competitions as described by the CSPA;
- f) notify the CSPA immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the CSPA within three weeks of the injury;
- g) cooperate with regard to dressing in the National Team uniform while travelling and competing according to the dress code established by the national team delegation members;
- h) make all necessary financial payments to CSPA, or in a manner as instructed by CSPA, in a timely fashion in order to facilitate the orderly pre-registration and on-site registration of the Athlete and the team;
- i) provide or possess all necessary documentation and travel permits in order to facilitate the orderly pre-registration, travel and on-site registration of the team. Such documentation shall include the possession of a valid passport, current CSPA membership, current Sporting Licence and necessary visas and travel documentation;
- j) conduct his or herself in a manner that is conducive to achieving the highest performance possible for the Athlete and avoid taking any deliberate action that involves significant risks to his or her ability to perform;
- k) where possible notify, in writing, the CSPA of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming competition;
- l) avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
- m) maintain the highest standards of integrity, behaviour and good sportsmanship and not take part in any behaviour that might cause embarrassment, disruption or difficulty for fellow delegation members, the host country, the CSPA or Canada;
- n) agree to comply with the standards for anti-doping as stipulated in CSPA PIM 5, policy 5 which adheres to the Canadian Anti-Doping Program (www.cces.ca) and in accordance with the FAI Anti-Doping Rules and Procedures (FAI 3.11.2.). Athletes are responsible for familiarizing themselves with the anti-doping policies;
- o) at competitions, avoid alcoholic consumption to a level which could reasonably be expected to cause impairment in the Athlete's ability to function or participate in the competition or cause the Athlete to behave in a disruptive manner;
- p) cooperate with the team delegation officials (ie: Head of Delegation and Team Manager) and obey decisions made by team officials regarding matters within their areas of responsibility;

q) utilize the hearing and appeal procedure referred to in paragraph 1(m) for remedy of complaints and issues.

AMENDMENT

3. This agreement or any portion thereof may not be cancelled, changed or amended in any way without the prior written consent of the Athlete and the CSPA or any of its authorized agents.

DEFAULT

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 it shall forthwith:

- a) notify that party in writing of the alleged default;
- b) indicate in the notice to that party the steps to be taken to remedy the situation;
- c) indicate in the notice a reasonable period of time within which such steps shall be taken;
- d) the parties agree that the giving of the above referred-to notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this agreement.

5. 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. 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 dispute settlement mechanism of this agreement to resolve the differences between parties.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed as of date first written above.

SIGNED in the presence of:

signature of athletes witness

signature of Athlete

print name of athletes witness

print name of Athlete

signature of CSPA officers witness

signature of CSPA Officer or agent

print name of CSPA Officers witness

print name and title of CSPA Officer
or agent.