



2022 Jeux du Canada Games Team Athlete Agreement

THIS AGREEMENT as of April 09, 2022

BETWEEN:

[NAME] residing at [address of athlete] _____
_____ (the "Athlete")

AND:

Lutte New Brunswick Wrestling, a registered New Brunswick Amateur Athletic Association (the "Provincial Sport Organization" or "PSO")

BACKGROUND INFORMATION

Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility to comply with requirements of external sport governance bodies including Wrestling Canada Lutte ("WCL"), the Canada Games Council ("CGC"), and the Canadian Centre for Ethics in Sport ("CCES").

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

TERM AND SCOPE OF THE AGREEMENT

1. This Agreement is effective from April 09, 2022 to August 30, 2022.
2. The Athlete is a Team New Brunswick Canada Games athlete member of LNBW for the duration of this Agreement.

RELATED POLICIES AND AGREEMENTS

3. The parties agree that the policies and agreements listed in this section are integral to the Athlete and LNBW relationship and are contained on the LNBW website located here: <https://lutenbwrestling.ca/resources> and <https://wrestling.ca/safe-sport/>. LNBW agrees to make these available to the athlete, either online or in hardcopy, and the Athlete agrees to follow these policies.

From time to time, existing policies may be updated or changed, and either WCL or the LNBW Board of Directors may approve new policies. LNBW will inform the Athlete of any changes to its policies and agreements and will have the most current version of its policies available online.

Please initial that you have reviewed and understand these policies _____



DEFINITIONS

4. Unless otherwise stated, in this Agreement:

“Agreement” means this written agreement;

“Athlete” means one of the parties to the Agreement, listed above;

“Athlete’s Emergency Contact” means a person designated by the Athlete to LNBW, such as a parent, close family member, or guardian, who LNBW will contact in the event of an emergency;

“Personal Information” may include information collected about an identifiable individual concerning:

- a) the physical or mental health of an individual;
- b) any health service provided to an individual; or
- c) the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.

“Team Uniform and Equipment” means uniform and equipment provided by LNBW, TeamNB, or through an LNBW Sponsor;

OBLIGATIONS

TEAM SELECTION & ELIGIBILITY

5. LNBW will, where/when possible:

a) organize and operate teams of athletes, coaches, and other necessary support staff for training camps and competitions from now until the completion of the Games.

b) communicate regularly on the training and competition schedule by posting it online at: www.luttenbwrestling.ca, and publish this link in the usual communications of LNBW (for example, by press release and social media);

c) post its policies, rules, and regulations at: <https://luttenbwrestling.ca/resources>;

d) publish any changes to its rules and regulations through the usual communications of LNBW (for example, by press release and social media);

e) within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all LNBW, or WCL sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published LNBW selection and eligibility criteria for the Canada Games Teams.



6. The Athlete:

a) is a Canadian citizen, Permanent Resident, or is otherwise eligible to compete representing LNBW at the Jeux du Canada Games. If the Athlete's status changes, the Athlete will immediately inform LNBW;

b) will be aware of and comply with all policies, rules and regulations of LNBW, which may change from time to time and are posted online at:

<https://lutenbwrestling.ca/resources> and <https://wrestling.ca/safe-sport/>;

c) will be aware of and comply with all LNBW, WCL, or other applicable eligibility requirements; and

d) will notify LNBW immediately of any circumstance which may affect their eligibility, for example, an injury or other legitimate reason that will prevent the Athlete from attending an event for which they have been selected.

UNIFORMS AND EQUIPMENT

7. LNBW will:

a) provide uniforms and official team clothing, as per TeamNB Uniform Guidelines and Budget considerations, for the Canada Games Team;

8. The Athlete will:

a) wear and/or use TeamNB Team Gear and other items as per Uniform Guidelines for the Canada Games;

TRAINING AND COMPETITION

9. LNBW will:

a) present a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete. The plan will be developed in consultation with the Athlete and the Athlete's coaches;

b) provide the Athlete with agreed upon updates to training plans, monitoring, testing schedules and results, player evaluation feedback, anticipated financial costs and assessments, and proposed changes to competition and training plans, as soon as the circumstances permit.

10. The Athlete will:

a) in conjunction with their coach(es) and LNBW, develop a Training Plan;



- b) present to LNBW, for approval, proposed changes to the Training Plan, if any, as soon as the circumstances permit;
- c) Demonstrate commitment to the aforementioned individual Training Plan and the Canada Games Team training program, which will include:
 - i. Continuous communication between the Canada Games Coaches, the Athlete and other authorized coaches;
 - ii. Mandatory CrashCourse Concussion Education for Athletes provided via HeadCheck Health;
 - iii. Mandatory reporting of the Athlete's health status prior to training camps and competitions in the HeadCheck Health COVID-19 Screening Tool; a compliance rate of 80% or higher is required;
- d) Maintain his / her status as a member in good standing of an LNBW approved training environment;
- e) All winners of the 2022 Canada Games TSE are required to pay the Canada Games Athlete Fee of \$600.00 to be a member of the 2022 Men and Women's Canada Games Wrestling Team.

INFORMATION AND PRIVACY

11. LNBW:

- a) may collect Personal Information from the Athlete;
- b) will protect all information gathered in relation to the Athlete; and
- c) will not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law.

12. The Athlete:

- a) will provide LNBW with any Personal Information required to confirm the eligibility of the Athlete;
- b) will provide LNBW with Personal Information required for LNBW to make sure that the Athlete receives proper medical attention or other necessary care that may be needed while under the supervision of LNBW; and
- c) will not disclose LNBW recordings, technology, tactics, methods, logistics or other information that LNBW deems confidential, unless required to do so by law.

COMMUNICATION

13. LNBW:

- a) will ensure that an LNBW staff person is available for communication each business day LNBW is open for business;
- b) will communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- c) will communicate in a timely manner, using appropriate methods such as telephone, email, SMS, text or video messaging, or other methods, taking into consideration the preferred nature of the communication and the Athlete's expressed communication preferences; and
- e) will respond in a timely fashion.

14. The Athlete:

- a) will provide LNBW with an up-to-date email address that accepts file attachments and that the Athlete will check at least once every seven days;
- b) will provide LNBW with the required information to communicate by some other reasonable method of communication should the Athlete so choose (e.g. mobile phone); and
- c) will respond to LNBW correspondence and communication as soon as the circumstances permit.
- d) Provide notice of receipt by email from LNBW within seven business days. If the Athlete does not provide notice of receipt after seven business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

MEDICAL AND INJURY

15. In the event of a serious medical situation and corresponding lack of Athlete legal capacity to make healthcare decisions arising while the Athlete is training or competing, LNBW will make every effort to contact the Athlete's Emergency Contact prior to medical treatment being initiated. Should this not be possible, LNBW reserves the right to make healthcare decisions that it believes are in the best interests of the Athlete on the Athlete's behalf.

16. In the event of an injury or illness, the Athlete will:

- a) notify LNBW within 24 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement and log their injury in the HeadCheck Health system;

b) provide LNBW with, and log in the HeadCheck Health System, 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 during rehab – as a Return to Play Policy (“RTP policy”); and
- v. expected date for return to full training and full recovery;

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 to ensure his or her return to training and/or competition in a safe and timely manner.

ANTI-DOPING

17. LNBW will:

- a) Forward relevant communications from WCL, CCES or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
- b) promote an environment and culture of clean sport;
- c) promote procedural fairness; and
- d) as soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST or other person known to be involved, likely to be involved, or desiring to be involved in the LNBW’s activity, and under sanction by LNBW or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP.

18. The Athlete will:

- a) comply with the anti-doping rules of LNBW and WCL, including submitting to announced and unannounced doping control testing when required by the WCL, CCES, or any other agency authorized to conduct testing;
- b) participate, if asked by LNBW to do so, in any doping control and/or education program developed by LNBW in co-operation with Sport Canada and the CCES;
- c) abide by the CADP as administered by the CCES;



- d) refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by LNBW, WCL, or an anti-doping agency for a doping-related offence;
- f) not use banned substances that contravene the rules of the CCES or the CADP;
- g) not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

ASSUMPTION OF RISK

19. The Athlete agrees that participation as a member of LNBW exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the "Assumed Risk").

TERMINATION

20. The Athlete:

- a) may terminate this Agreement at any time by providing written notice of termination to LNBW;
- b) understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation on the Canada Games Team, including the right to compete for LNBW and TeamNB.

21. LNBW may terminate this Agreement, subject to Policy 117 by providing written notice, prior to its scheduled expiry if the Athlete:

- a) has been found guilty by the CCES or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
 - i. the limitation period for an appeal has passed or the Athlete has appealed, and the appeal has been decided; and
 - ii. the sanction against the Athlete was not reduced;
- b) has been convicted of a criminal offense involving violence; or
- c) has become ineligible to represent LNBW;
- d) has failed to meet obligation of contract terms of this agreement;



e) has failed to demonstrate commitment to the Canada Games Team program plan as described in the TRAINING AND COMPETITION section 10.

36. Any decision by LNBW to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through the LNBW's Appeal Policy.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Signed by Lutte New Brunswick Wrestling in the presence of:

Signature of Witness

Signature of LNBW Representative

Name of Witness

LUTTE NEW BRUNSWICK WRESTLING
Authorized Representative

Signed by _____ (athlete name) in the presence of:

Signature of Witness

Signature of Athlete and/or Parent/Guardian if athlete is under 18

Name of Witness

[ATHLETE NAME]