

ATHLETE INFORMATION

First Name	Middle Initial	Last Name	
Current Address	City	Province	Postal Code
Home Phone	Cell Phone	Email Address	

PARENT/GUARDIAN INFORMATION IF ATHLETE IS 18 YEARS OF AGE OR YOUNGER

Parent/Guardian: _____ Address: _____
 Telephone: _____ Email: _____

* Parent/Guardian must complete the *Parent/Guardian Indemnity Agreement* attached as **Appendix A**.

Your selection as an Athlete requires that you enter into this Agreement and abide by its terms.

This is a legally binding agreement between you and Water Ski and Wakeboard Canada. If you do not understand the contents of this Agreement you may wish to consult with a lawyer. Please read this document carefully. By signing this Agreement you are confirming that you have read and understood it.

1. Complete this cover page
2. Initial each following page in the lower right-hand corner
3. Sign in the space provided on the last page
4. Return a copy of the Agreement, via email or mail to:

WATER SKI AND WAKEBOARD CANADA
 89-2420 Bank Street
 Ottawa, ON
 K1V 8S1
 Email: wakecanada@swc.ca
 Attention: Wake Canada – National Team

A signed copy will be returned to you for your records.



**WATER SKI AND WAKEBOARD CANADA
ATHLETE AGREEMENT**

BETWEEN:

Name: _____
Address: _____
City: _____
Province: _____
Postal Code: _____
Cell Phone: _____
Home Phone: _____
Work Phone: _____
Email Address: _____

Hereinafter referred to as the "Athlete"

AND

Water Ski and Wakeboard Canada (WSWC)
22-1554 Carling Ave
Ottawa, ON
K1Z 7M4

WHEREAS WSWC is recognized by the International Waterski and Wakeboard Federation, World Wakeboard Association, the Government of Canada, the Canadian Olympic Committee (COC), and the Canadian Paralympic Committee (CPC), as the national governing body of the sport of water skiing and wakeboarding in Canada; and

WHEREAS WSWC organizes National Teams to represent WSWC and Canada in international competition; and

WHEREAS the Athlete has been selected to, and wishes to be an active participant of, WSWC's National Team Program; and

WHEREAS individuals receiving funding from Sport Canada's Athlete Assistance Program (AAP) and/or WSWC's Enriched Athlete Funding Program (EAFP) are required by Sport Canada and/or by WSWC to have these rights and



obligations to be stated in a written agreement to be signed by WSWC and the Athlete who applies for assistance under the AAP; and

WHEREAS WSWC and the Athlete wish to clarify the relationship between them by establishing their respective obligations;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

Authority – National Team Coach or National Team Manager

1. A National Team Coach or National Team Manager (NTC/NTM) will represent WSWC in its dealings with Athletes. Unless otherwise stated, the NTC/NTM, on behalf of WSWC, has the authority to make decisions with respect to this Agreement, all National Team program activities, and the relationship between the Athlete and WSWC.

Discipline Distinction

2. Unless otherwise noted, this Agreement does not distinguish between water ski athletes, wakeboard athletes, or adaptive athletes. Presently, however, only water ski athletes are eligible to receive AAP funding and sections in this Agreement referencing the AAP do not apply to wakeboard athletes or adaptive athletes.

WSWC Policies

3. All WSWC Policies referenced in this document are hyperlinked in **Appendix B**.

WSWC's Obligations

4. WSWC will:

Communication

- a) Regularly correspond with the Athlete and provide National Team Program information and event-specific information on travel, accommodation, training, and competition in the form of mailed or emailed correspondence
- b) Communicate with the Athlete both orally and in writing in the language of his or her choice (French or English)
- c) Make available electronic copies of all relevant WSWC Policies
- d) Notify the Athlete in writing of any changes to relevant WSWC Policies
- e) Communicate to the Athlete the names of all competitions and/or nations where the Government of Canada and/or WSWC Policies have determined such participation is not permitted due to event sanctioning or due to foreign affairs decisions (including economic sanctions, cultural boycotts, health related travel restrictions, or other reasons determined by the Government of Canada)

Selection

- f) Invite, select, prepare, and operate National Teams to represent Canada in accordance with the approved budget and policies of WSWC
- g) Unless an alternate publication date is required by a particular event (for example the Canadian Olympic Committee may mandate a publication date for the Pan American Games), publish reasonable selection criteria, at least three (3) months in advance, for all National Teams prior to the selection for any particular team, including teams attending the Pan American Games, Parapan American Games, and World Championships
- h) Conduct the selection of the National Teams in a manner that conforms with generally accepted principles of natural justice and procedural fairness
- i) Provide team uniforms, products, and equipment, in accordance with WSWC's budget and policies, for use during all official training, competition, and public appearances.



Eligibility

- j) With the assistance of the Athlete, certify the Athlete's eligibility to compete in National Team Program events, providing the Athlete satisfies the required eligibility criteria and is not in breach of any terms of this Agreement

National Team Program

- k) Define mandatory National Team Program events which, in addition to mandatory ongoing monitoring and evaluations of training and competition, include:
 - i. Spring training camp
 - ii. WSWC National Championships
 - iii. Fall training camp
- l) Establish fees for all mandatory National Team Program events
- m) Provide financial funding for the Athlete's participation in National Team Program events in accordance with WSWC's budget
- n) Organize programs and provide funding for the development and provision of coaching expertise and strength training services in specified training hubs in accordance with WSWC's budget
- o) Provide a formal review and collaboration of the Athlete's annual training and competition program
- p) Provide an individualized annual training plan for the Athlete
- q) Regularly test the Athlete's physical, tactical, technical, and physiological performance
- r) Monitor the Athlete's ongoing training and development

Medical

- s) Respect the confidentiality of medical information supplied by the Athlete to WSWC by not supplying this information to outside parties without consent of the Athlete, unless required to do so by law or in accordance with WSWC's Policies
- t) Assist the Athlete in obtaining quality medical care and advice
- u) Assist the Athlete in obtaining appropriate sport science expertise, rehabilitative care, and medical care
- v) If applicable, at WSWC's expense, enroll the Athlete in the Canadian Athlete Insurance Program (CAIP), or purchase equivalent medical insurance coverage, for base coverage and out-of-country insurance coverage, where applicable, for all National Team Program activities in which the Athlete is selected to participate, provided that the Athlete maintains coverage through their provincial/territorial health care system. If the Athlete is not covered through a provincial/territorial health care system, a pre-requisite of CAIP, the Athlete must notify WSWC in writing with as much advance notice as possible. In such instances:
 - i. It is strongly recommended that the Athlete obtain, at his/her cost, medical insurance that would be in effect for all training activities and competitions in the country of residence
 - ii. The Athlete must arrange and purchase, at his/her cost, out-of-country coverage for all National Team Program activities in which the Athlete is selected to participate that will occur outside his/her country of residence. The Athlete may claim reimbursement from WSWC for such out-of-country insurance, supported by an original receipt. Reimbursement may be capped by WSWC at levels comparable to CAIP out-of-country coverage

Dispute Resolution

- w) Provide an appeal procedure – WSWC's *Appeals Policy* – that conforms with the principles of natural justice and procedural fairness, and that includes access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with WSWC under the terms of this Agreement, other than those related to the Athlete Assistance Program



Obligations of the Athlete

5. The Athlete will:

General

- a) Receive and read all information pertaining to the National Team Program supplied by WSWC
- b) Supply WSWC with biographical information as requested - including phone numbers, address, and email address - and keep WSWC updated on any such changes.
- c) If requested and if applicable, provide WSWC with the name and full contact information of the Athlete's personal coach and IST support personnel. Should this information change, the Athlete must notify WSWC within 72 hours and must provide WSWC with updated contact information
- d) Promptly pay all dues, levies, and fees as approved and assessed by WSWC
- e) Provide regular feedback to the NTC/NTM on issues related to the National Team Program
- f) Respond to communication and requests from WSWC in a timely manner
- g) If requested, participate in any Athlete meetings and event-specific meetings organized by WSWC, including meetings held face-to-face or by web/phone conference
- h) Hold a valid passport

Policies and Conduct

- i) Behave in a courteous and respectful manner and adhere at all times to WSWC's Policies
- j) Review, understand and comply with the IWWF's and WSWC's Policies, procedures, and regulations, as amended from time to time, particularly WSWC's:
 - i. *Code of Conduct and Ethics*
 - ii. *Discipline and Complaints Policy*
 - iii. *Appeal Policy*
- k) Use WSWC's Policies for the remedy of complaints and issues, especially situations which involve the conduct or performance of WSWC volunteers, staff, or coaches

Eligibility

- l) Warrant that the Athlete is a Canadian citizen or permanent resident, or is otherwise eligible to compete for Canada according to WSWC's and/or international regulations in effect from time to time and that, if the Athlete's status changes, the Athlete will forthwith inform WSWC
- m) Be fully registered and in good standing with WSWC
- n) Be fully registered with the Athlete's home provincial/territorial water ski/wakeboard association if living in Canada. Non-residents must register with a provincial/territorial water ski/wakeboard association (typically the most recent province/territory of residency). Athletes who were never residents of Canada may register with the provincial/territorial water ski/wakeboard association of their choice. Exceptions to this clause will be handled on a case-by-case basis
- o) Comply with WSWC's monitoring program, which will monitor the Athlete's ongoing training, psychological and nutritional programs, and development progress to ensure that the Athlete is prepared for competition

Training/Competition

- p) Fully participate in mandatory National Team Program events which, in addition to mandatory ongoing monitoring and evaluations of training and competition, include:
 - i. Spring training camp
 - ii. WSWC National Championships
 - iii. Fall training camp
- q) Pay the established fees for all mandatory National Team Program events except in instances of financial hardship, which will be considered by WSWC on a case-by-case basis
- r) Avoid living in an environment or undertaking in activities which are not conducive to high performance achievement or which pose significant risks to the Athlete's health or ability to train or compete, as determined by WSWC



- s) Avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation for a competition of any other Athlete
- t) If requested, follow the training and competitive program determined by the NTC/NTM and, in addition, develop and provide WSWC a copy of the Athlete's annual training and competition plan that aligns with the program prescribed by WSWC and, if requested, provide WSWC a monthly report of training and competition activities and the following month's plan no later than the 30th day of each month. WSWC may request other appropriate information from the Athlete from time to time. When the Athlete and/or his or her designated personal coach is unable to prepare a monthly report, it is the Athlete's obligation to obtain assistance from another coach that is able
- u) Attend and/or take part in regular athlete evaluation protocols at designated times in the yearly training plan
- v) Participate for the complete duration of the event (i.e., at international events, Athletes must arrive and depart with the team. Any request by the Athlete to be excluded from this obligation at a camp and/or competition will be granted at the sole discretion of the NTC/NTM, or designate)
- w) Once an event or competition begins, only withdraw from the event for medical reasons or safety issues. WSWC reserves the right to obtain a 2nd or 3rd medical opinion at the competition to ensure that the Athlete is withdrawing due to medical reasons or safety issues. If WSWC's medical opinion suggests the Athlete could have continued in the event safely, the Athlete will be considered in breach of this Agreement
- x) Avoid consuming alcohol during or at National Team Program events and competitions
- y) Avoid participating in all competitions where Sport Canada's policies and/or the policies of WSWC have determined that such participation is not permitted

Medical and Injury

- z) Notify WSWC, in writing, of any injury within 48 hours of the injury occurring and/or other legitimate reason that will prevent the Athlete from participating in an event in which the Athlete is scheduled to compete, or that will prevent the Athlete from participating in a National Team Program event. The Athlete will also 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 WSWC c/o the NTC/NTM or designate prior to the event. WSWC reserves the right to obtain a 2nd or 3rd medical opinion by independent medical personnel at any time
- aa) Obtain a medical doctor's physical examination, by a doctor approved by WSWC in the Athlete's region, 7-14 days prior to departure to an international competition. WSWC reserves the right to revoke an Athlete's position on the National Team should the medical examination indicate that the Athlete is unable to compete
- bb) Be responsible for ascertaining proper travel medical insurance and provide proof of out-of-country medical insurance as requested
- cc) Participate, as may be requested by WSWC, in any sport science and medical support program as formulated by WSWC

Anti-Doping

- dd) Respect and abide by the Canadian Anti-Doping Program (CADP) as administered by the Canadian Centre for Ethics in Sport (CCES) and WSWC's *Anti-Doping Policy*
- ee) Avoid the use of banned substances and banned practices that contravene the Anti-Doping rules of the International Olympic Committee, International Paralympic Committee, WSWC, and the Canadian Anti-Doping Program
- ff) Submit to announced and unannounced doping control testing, both during and outside of competition
- gg) Adhere to the CCES Whereabouts Program requirements and timelines
- hh) Participate, if requested by WSWC, in any Doping Control/Education Program developed by WSWC in cooperation with Sport Canada and the CCES
- ii) Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices
- jj) Acknowledge that 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 World Anti-Doping Agency's International Standard for the Protection of Privacy and Personal Information

- kk) Consent to having police and law enforcement agencies, border services agencies, and other sport organizations, in Canada and elsewhere, disclose personal information to the CCES to assist the CCES 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

Clothing and Equipment

- ll) Unless approved in writing by WSWC, not in any way alter the National Team uniform or official clothing
- mm) Dress exclusively in the National Team uniform and other official clothing while traveling and participating with the National Team. No clothing with the demarcation of sponsors not officially recognized by WSWC may be worn during National Team travel, training, or competitions
- nn) Wear the National Team uniform or official WSWC clothing at press conferences and at all National Team events such as National Team Program events, National Team send-offs, official National Team appearances, and WSWC sponsor appearances

Marketing, Sponsorship, Public Appearances and Statements

- oo) Be available to media during training camps, special activities, and competitions, and give first priority to interview requests arranged through WSWC provided that this does not unreasonably interfere with the Athlete's training or competition program
- pp) Upon mutual consent of the Athlete and WSWC, contribute volunteer services and/or compensated time as requested by WSWC by way of National Team appearances, promotions, fundraising events, and sponsor related activities
- qq) Refrain from making comments that could reasonably be expected to have a detrimental effect on the morale or image of WSWC, and/or other Athletes
- rr) Ensure that WSWC is made aware of all endorsement and sponsorship contracts and contracts with agents entered into by the Athlete; excluding any personal endorsement for the Athlete as an individual with no connection to the sport of water skiing and wakeboarding
- ss) Consent and agree that some of the Athlete's personal information may be used by WSWC and/or posted on WSWC's website, in accordance with WSWC's *Privacy Policy*, during the announcement of an event-specific National Team as well as during an event
- tt) Agree to be filmed, broadcast, photographed, identified, interviewed and otherwise recorded during an event for the purposes of the media coverage and promotion of the sport for non-commercial use.
- uu) Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. WSWC may make such requests for participation and arrangements. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per Athlete per year

Athlete Sponsors

- 6. WSWC expressly recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject always to the conditions and limitations set out below. The Athlete hereby:
 - a) Consents to WSWC using, reproducing and distributing without charge, on a world-wide basis, in any format or media (including, but not limited to, photo, video, etc.) the Athlete's image, name, nickname, likeness or other identifiable attribute which can be linked to the Athlete (collectively referred to as "Athlete's Attributes") to promote WSWC and WSWC's website, media guide, media kit, advertising, public relations, sanctioned and non-sanctioned events, water skiing and wakeboarding programs and marketing programs (collectively referred to as the "Marketing Programs"). This consent will remain in effect for the duration of the Term and for a period of two years thereafter
 - b) Consents to all licensee's or sponsors of WSWC using, without charge, on a nationwide basis, in any format or media, the Athlete's Attributes within the context of a Team Setting ('Team Setting' is defined as two or



more athletes) to promote their partnership with WSWC. Any use of the Athlete's Attributes must be prior approved by Athlete. The Athlete's approval will not be unreasonable withheld or delayed.

- c) Agrees not to endorse or promote, the products, goods or services of a sponsor, supplier or supporter of the Athlete (referred to as the Athlete's "Personal Sponsors") when engaged in any activities of the National Team, including, competition, competition-day warm-ups, opening and closing ceremonies, receiving awards, and awards ceremonies.
- d) Warrants that he/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 Attributes, which would conflict with this Agreement.

Athlete Assistance Program (AAP)

7. The Athlete will:
 - a) Comply with all AAP policies and procedures of Sport Canada
 - b) Actively participate in all AAP evaluation activities
 - c) Refund the amount required by Sport Canada for any AAP assistance improperly received by the Athlete after the date of ineligibility, should the Athlete's eligibility status change or the Athlete's carded status be withdrawn
 - d) Fulfill all commitments and responsibilities outlined in the booklet *Athlete Assistance Program Policies, Procedures, and Guidelines*.
 - e) Complete the CCES online anti-doping courses, True Sport Clean 101, and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle and at times thereafter as required by Sport Canada
8. WSWC will:
 - a) Nominate all eligible Athletes for the AAP and will thereafter ensure that these Athletes receive all the benefits to which they are entitled under the AAP
 - b) Publish criteria for the selection of Athletes to the AAP eight (8) to ten (10) months before the start of the AAP eligibility cycle

Enriched Athlete Funding Program (EAFP)

9. The Athlete may, under criteria as published from time to time by WSWC, be eligible to receive financial support under WSWC's EAFP. As there may be limited funding availability, an athlete named to the National Team Program may not receive any financial support under the EAFP and all athletes receiving financial support under the EAFP may not receive the same level of support. If the Athlete receives funding under the EAFP, the Athlete shall fulfill all obligations outlined in the terms and conditions of the EAFP as described in WSWC's Policies.

Medical Consent

10. In the event of an emergency situation where undue delay for the purpose of obtaining consent prior to medical treatment could endanger the Athlete's life, limb, or a vital organ, WSWC or its agent (coach or other designated person) will adhere to the following procedure:
 - a) WSWC or its agent will make all reasonable efforts to contact the Athlete's family, designated guardian, or other individual previously identified by the Athlete as an emergency contact, to obtain consent for medical treatment
 - b) If such efforts are unsuccessful, or if in the opinion of a duly qualified medical practitioner immediate medical treatment is urgently required, then if the Athlete is of legal age at the time of signing this Agreement, the Athlete hereby agrees (and if the Athlete is not of legal age at the time of signing this Agreement, the Athlete's parent or legal guardian who has signed this Agreement similarly agrees) that WSWC or its agent is authorized to consent to such medical treatment or procedures which in the opinion of the duly qualified medical practitioner may be necessary

Conduct/Discipline/Breach of this Agreement

11. A breach by the Athlete of WSWC's *Code of Conduct and Ethics* or any other applicable Policy and/or this



Agreement will be handled with using the provisions of WSWC's *Discipline and Complaints Policy*.

12. Notwithstanding the foregoing, WSWC's Policies will not be used to resolve disputes or sanctions associated with doping infractions pursuant to the Canadian Anti-Doping Program.
13. Notwithstanding any other terms of this Agreement, WSWC retains the right to withdraw any allocation of opportunities if, in the reasonable and fair exercise of its discretion, WSWC determines that it should withdraw such allocation because:
 - a) Of concern for the health or safety of the Athlete, as supported by a qualified physician;
 - b) An Athlete is held to be "not in good standing" for any reason whatsoever as determined by WSWC's Policies;
 - c) The Athlete is unable or unwilling to meet the provisions of the established training and/or competition program agreed to between the Athlete and WSWC; or
 - d) The Athlete is unable to compete due to a health-related curtailment of activities.
14. The NTC/NTM may at any time, at his/her sole discretion, disqualify an Athlete from eligibility for selection to a WSWC team based on:
 - a) The Athlete's past behaviour which was egregiously detrimental to the reputation or image of WSWC or the National Team Program or was inconsistent with WSWC's *Code of Conduct and Ethics*; however, past behaviour that is formally disclosed to the NTC/NTM prior to the signing of this Agreement shall not be subject for removal as per this clause, or
 - b) The NTC/NTM's belief that the Athlete may, based upon the Athlete's egregious past behaviour, act in a manner which could be expected to be detrimental to the reputation or image of WSWC, the National Team, or the National Team Program

Appeals

15. The Athlete may appeal certain decisions of WSWC, or certain decisions made by an individual delegated authority to make decisions on behalf of WSWC, under the provisions of WSWC's *Appeal Policy*.

Liability, Insurance and Indemnification

16. The Athlete hereby:
 - a) Acknowledges that water skiing and wakeboarding and competitive sport is dangerous and that there are risks, dangers, and hazards inherent in competition and in training, preparing for and traveling to and from such competition and training. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete or to other persons and the risk of property loss and damage. 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 training and competition.
 - b) Acknowledges that WSWC carries only limited insurance to protect Athletes in the event of death, injury, damage, loss of income, medical expenses, or travel claims. WSWC is not responsible for any medical costs, including extra billing charges, over and above the normal Provincial medical health plans. The Athlete acknowledges that it is the sole responsibility of the Athlete to realistically evaluate his or her insurance requirements in light of the activities to be undertaken by the Athlete pursuant to this Agreement and to purchase, at the Athlete's sole expense, all additional insurance coverage deemed necessary.
 - c) Acknowledges that WSWC will not be liable to the Athlete for any loss or damage to any of the Athlete's property, however caused, nor will WSWC be liable to the Athlete or to any other party, including the personal representatives and assigns of the Athlete or any other party, in the event of the Athlete's or any other party's death, nor will WSWC be liable for any loss or damage arising from an injury to the Athlete or to any other party resulting from any activity undertaken by the Athlete pursuant to this Agreement.
 - d) Agrees to indemnify and hold harmless WSWC and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which WSWC may suffer or incur as a result, directly or indirectly, of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive any termination or expiry of this Agreement.



Notice

- 17. Notice to either Party may take the form of hand delivery, courier, mail, or email. Notice to either party will take effect when:
 - a) Receipt is acknowledged verbally by the recipient, in the case of hand delivered notice;
 - b) Receipt is confirmed through courier records, in the case of couriered notice;
 - c) Five business days after the post-marked date of mailing, in the case of mailed notice; or
 - d) One business day after the date the notice was sent, in the case of or emailed notice.

Term and Termination

- 18. This Agreement will be effective on the date of execution and will terminate on December 31, 2016 (except for those provisions which are specifically identified as continuing in effect beyond that date) unless terminated earlier pursuant to this Agreement or a decision-making Panel appointed in accordance with WSWC's Policies.
- 19. The Athlete may terminate this Agreement at any time by providing written notice of termination to WSWC. The Athlete understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits, and privileges of participation in the National Team Program, including the right to compete internationally at IWWF-sanctioned championships.
- 20. WSWC may terminate this Agreement, by providing written notice, prior to its scheduled expiry in the event the Athlete has committed a serious breach of WSWC's *Code of Conduct of Ethics*, or has been found guilty on a doping control violation, or has been convicted of a criminal offense, or has become ineligible to represent WSWC. Any decision by WSWC to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete under WSWC's *Appeal Policy*.

Independent Legal Advice

- 21. The Athlete confirms that he or she has obtained independent legal advice, or in the alternative, that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

General

- 22. 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 Ontario and the laws of Canada applicable therein.
- 23. This Agreement constitutes the entire Agreement between the parties and replaces all previous Agreements entered into between them.
- 24. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties.
- 25. If any provision of this Agreement is deemed invalid or unenforceable, then the remaining provisions will not be affected and every other provision will be valid and enforceable to the fullest extent permitted by law.
- 26. 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.
- 27. This Agreement is available in French. Cette entente est disponible en français.

Acknowledgement

- 28. The Athlete confirms that he or she has signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.
- 29. The Parties agree to the signing exchange of this Agreement by email or fax if necessary.

WSWC Representative

Athlete

Printed Name

Printed Name

Signature

Signature

Date

Date



APPENDIX A - PARENT/GUARDIAN INDEMNITY AGREEMENT

THIS SECTION MUST BE COMPLETED IF THE ATHLETE IS UNDER THE AGE OF MAJORITY

A parent or guardian's signature must accompany the Athlete Agreement if the Athlete is under the age of majority at the time of signing the Agreement. This signature is in addition to and not in place of the Athlete's signature on the Agreement.

I am the parent/guardian of _____, who was born on _____ and is therefore a minor at the time of signing the Athlete Agreement with WSWC.

I recognize that the Athlete derives significant benefits from signing this Agreement. I also recognize that the Athlete assumes obligations and I further recognize WSWC's desire and need to enforce these obligations.

In consideration of the benefits accruing to the Athlete, to me and to my family by reason of the Athlete and WSWC entering into the Athlete Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, I hereby agree to indemnify and hold harmless WSWC from and against any claims, losses, damages and expenses which it may suffer or incur as a result of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete pursuant to this Agreement. This indemnification will survive termination of this Agreement.

Parent/Guardian Name (please print)

Date

Parent/Guardian Signature

APPENDIX B – WSWC POLICIES

[Code of Conduct and Ethics](#)

[Discipline and Complaints Policy](#)

[Appeals Policy](#)

[Alternate Dispute Resolution Policy](#)

[Privacy Policy](#)

[Anti-Doping Policy](#)

