

# BC FREESTYLE SKI ASSOCIATION

# Athlete Agreement

Edited April 2017

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(Name of the Athlete)

Valid until April 30, 2018

## Mandate of the BC Team

The BC provincial freestyle ski program is a high performance program designed to develop athletes in stage 5 of the LTAD (learn to compete and train to compete) with the goal of placing athletes in the national program in stage 6 of the LTAD (learn to win and train to win). Provincial program funding is reliant upon attaining this mandate.

The goals of the BC Team, herein referred to as the BC Freestyle Ski Team, are:

- To prepare BC Freestyle Ski Association athletes for the Canadian National Freestyle Ski Teams with a high probability of competitive success at NorAm, World Cup and Olympic levels.
- To develop good citizens.
- To promote life-long participation in freestyle skiing.

*To be a member of the BC Freestyle Ski Team is a privilege, not a right.*

## Definition

1. British Columbia Freestyle Ski Association shall be referred to as “BC Freestyle” or the “Association” or “BCFSA” in this Agreement
2. Name of the Athlete shall be referred to as “the Athlete” in this Agreement.
3. “BC Freestyle Ski Team” shall refer to the BC mogul team if the athlete is a member of the mogul ski team, or the BC park + pipe team if the athlete is a member of the slopestyle and halfpipe ski team, or the mogul/ park + pipe development program if the athlete is a participant in the mogul or park + pipe development program.

## Applicability

4. This agreement applies to the BC Freestyle and the Athlete while under the direct jurisdiction of BC Freestyle as a member of the BC Freestyle Ski Team. It constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings, and arrangements between the parties.

## Organization

5. The BC Freestyle Ski Team operates under the direct authority of the BC Freestyle Ski Team Head Coach, who in turn is accountable to the BC Freestyle Ski Association Executive Director and the BC Freestyle Board of Directors.

## Return to Play

6. Before the Athlete is permitted to participate in training or competition after significant or major injury rehabilitation, BC Ski Team requires the written consent from the Athlete's physician, and further, may seek additional input from other parties prior to such reinstatement. In all such cases, reinstatement shall be subject to approval by the BC Ski Team Head Coach.
7. BC Freestyle is not liable for the costs of medical treatment administered to or received by any BC Freestyle Ski Team member.
8. The Athlete is obliged to report all injuries and illness promptly to the BC Freestyle Ski Team Head Coach.

## Medical Consent

9. Should a medical emergency arise whereby the Athlete is unable to give consent for an emergency medical procedure and if it is impossible or impractical to obtain consent of the next of kin of the Athlete and/ or parents of the Athlete (if the Athlete is under 19 years of age), it is understood and agreed to delegate the responsibility of consent to the attending Team Coach.

## Insurance

10. Personal disability insurance and/ or income replacement coverage is the sole responsibility of the Athlete.
11. The BC Medical Plan has policies with regard to paramedical services such as physiotherapy, massage, chiropractic, acupuncture and other such treatments. These types of services may not be covered within a plan. It is the responsibility of the Athlete (or parent of the Athlete) to purchase accident insurance, extended medical/ health insurance and/ or out of province and/ or out of country health/ medical insurance while skiing with the BC Freestyle Ski Team. BC Freestyle will assume no responsibility for the payment or purchase of these services.

## General Rules of Conduct and Deportment

12. If provided, team uniforms must be worn during all official BC Freestyle Ski Team activities including all training with a coach, team activities off the hill and competitions. Team uniforms are only be worn by current BC Freestyle Ski Team Athletes, during the term of their training and competitive year.
13. Minimum dress code applies to athletes and coaches while traveling and representing the Team and the Province of BC. Coaches have the discretion to define the minimum dress code and make recommendations.
14. The Athlete shall promote and respect all BC Freestyle Ski Team and BC Freestyle Ski Association sponsors and affiliates.

15. The Athlete agrees to refrain from any activity likely to, or which actually does reflect adversely on, or embarrass the Association, Team, or other athletes and agrees at all times to conduct which will bring credit to the Team, the Association, the sport of freestyle skiing and the Province of British Columbia.
16. To represent the Province of BC and the BC Freestyle Ski Team in a dignified and responsible manner. This is interpreted as meaning, among other things that the athlete will read, understand and adhere to the terms outlined in the BC Freestyle “Code of Conduct” policy and by signing this agreement understands the discipline and consequences of actions that considered as infractions to the “Code of Conduct”.

Also, the athlete has read and understands and agrees to the CFSA Freedom from Harassment Policy. All BC Freestyle Ski Association policies can be found at [bcfreestyle.com](http://bcfreestyle.com) or upon request to the BC Team coach or BC Freestyle Ski Association Executive Director.

Initial to state you have read the BC Freestyle Code of Conduct.

Initial to state you have read the CFSA Freedom from Harassment Policy.

17. The athlete agrees to utilize the specific “Discipline and Complaints Policy” for remedy of complaints and agrees that such matters shall not be made public unless all other reasonable recourse is exhausted. All BC Freestyle Ski Association policies can be found at [bcfreestyle.com](http://bcfreestyle.com) or upon request to the BC Team coach or BC Freestyle Ski Association Executive Director.

Initial to state you have read the Discipline and Complaints Policy.

18. The athlete understands and agrees that if they are suspected of being involved in a major and/ or minor infraction the BC Freestyle Ski Team Coach has the authority to dismiss the suspected athlete or athlete(s) for up to seven (7) days. And if it is proven by BC Freestyle Ski Association that a minor or major infraction has occurred the athlete will have to face any or all of the consequences laid out in the terms of the BC Freestyle "Discipline and Consequences Reference" at the discretion of a disciplinary committee. All BC Freestyle Ski Association policies can be found at [bcfreestyle.com](http://bcfreestyle.com) or upon request to the BC Team coach or BC Freestyle Ski Association Executive Director.

Initial to state you have read the Discipline and Consequences Reference.

## Grievances and Athlete Representation

19. For all sport related decisions (excludes discipline or complaints) BC Freestyle provides an appeal process.
20. On all matters of discipline and/ or complaints, the decision of the Disciplinary Committee shall be final.
21. The Athlete shall not use banned substances as per the rules of the FIS and Sport Canada policy. The Athlete shall submit themselves at competitions and/ or other reasonable times to random doping control testing upon request of BC Freestyle, FIS, CFSA, ACA, Sport Canada, the Sports Medicine Council of BC or other authority designated to do so by the ACA.
22. Passports are required for all travel to the United States. The Athlete is responsible to ensure possession of a valid passport.

## Training and Competition Rules

23. The BC Freestyle shall provide a comprehensive training and competition program designed to assist the Athlete in his/ her pursuit of excellence.
24. The Athlete shall appear at all training sessions, camps, courses and competitions as requested by the BC Freestyle Ski Team Coach. The athlete will have a period to adjust schedule if necessary.
25. The Athlete shall complete his/ her training programs and competition events whether on dry land or on snow, as designated by his/ her coach and performance enhancement team.
26. The Athlete shall maintain a high level of physical fitness satisfactory to his/ her coach and understands that failure to maintain such levels may result in disciplinary action and/ or dismissal from the team.
27. The Athlete acknowledges that he/ she is aware of the FIS International Competition Rules and agrees to abide fully by these rules and to refrain from any activity that would put the Athlete or the Association in violation of the rules or that would jeopardize his/ her eligibility for competition.
28. Any training or competitions missed by the Athlete due to injury and/or illness must be supported by a letter from a physician in good standing with the College of Physicians and Surgeons of BC, or have prior approval from the BC Team Head Coach. Any such doctor's letter must include recommended dates of inactivity.
29. The Athlete accepts the principle that, due to the ultimate individual nature of the sport, the final responsibility for the observance of rules rests with the individual athlete.

## Athlete Agreement Requirements

30. All athletes under Provincial jurisdiction must be issued a license in accordance with FIS rules. Specifically, no athlete selected for the BC Freestyle Ski Team shall be entered into training or competition unless a signed agreement and license together with payment has been received by the BC Freestyle and/or CFSA. No athlete shall be licensed to participate in BC Freestyle programs without agreeing to the terms of the waiver that will be presented when purchasing a license from the Canadian Freestyle Ski Association (CFSA).
31. All fee notices and/ or invoices related to the BC Freestyle Ski Team must be paid on time or the training/ competition of the Athlete will be immediately suspended.
32. If for any reason, the Athlete becomes "a member not in good standing" with the BCFA, he/ she shall be suspended from all BC Freestyle Ski Team activity.

## General Obligations of BC Freestyle Skiing Association

33. The BC Freestyle undertakes, within reasonable constraints of resources, to provide athletes with the best possible opportunities to reach their full potential while respecting the goals of the BC Freestyle Skiing Association.

## General Obligations of Athlete

34. The Athlete, being a BC Freestyle Ski Team member, is required to accept certain important responsibilities in pursuit of athletic excellence, including:
  - a. The responsibility to strive for excellence in all aspects of their individual careers, including competitive Freestyle Skiing performance, personal conduct, behavior, role modeling and self-management.
  - b. The responsibility to contribute to the overall development of Freestyle Skiing in BC by assisting BC Freestyle Ski Team ventures like fund-raising, promotion and participation in domestic programs.
  - c. The responsibility to respect and be kind to all those on the team and the sport.
35. The Athlete agrees to the following:
  - a. The Athlete will avoid any form of public behavior, which brings discredit to the BC Freestyle Ski Team specifically or its partners, sponsors or supporters.
  - b. The Athlete agrees that coaches or designated BC Freestyle personnel may perform random room or personal luggage checks if the Athlete is suspected of a major infraction.
  - c. To assist in the development of freestyle skiing in the province by accepting reasonable requests for information from the "press" and reasonable requests for assistance from club and zone officials.

- d. To respect all BC Team Coaches. Discuss training plans; follow training programs and other training advice offered by the Coach or Coaches. Submit all required information on training progress and competition performance; attend all organized team activities whenever possible; and supply a written explanation of absences from team activities.
  - e. To discuss all disagreements over coaching or team activities with the Head Coach on an athlete-coach basis, and to refrain from public criticism.
36. In the event that an athlete acquires a sponsor, he/ she must notify the BC Freestyle Ski Team Head Coach to ensure that there is not a conflicting sponsor with BC Freestyle and that all logo placements on the athlete are agreed to by BC Freestyle.
37. Sponsor identification is the property of BC Freestyle. Athletes will be required to wear logos of specific sponsors of the BC Freestyle Ski Team on uniforms, headgear and equipment. Logos of specific sponsors may be required on selected types of communications/ documents. Selected BC Freestyle sponsorship logos shall be represented at all times during team training, competing and award/ prize giving. Failing to do so will result in disciplinary action from the BC Freestyle Ski Association.

Initial to state you have read this term, points 35-37 inclusive.



38. An athlete may resign from the BC Team at any time. Program/ team fees and charges are not refundable.
39. The athlete acknowledges that he/ she is fully aware of all FIS rules concerning commercial markings on equipment and agrees to abide fully by those rules so as to avoid risk of disqualification.

## Education Rights/ Athlete Assistance Program (AAP)

40. The BC Freestyle Ski Team recognizes and encourages the pursuance of educational opportunities by athletes. To that end, the team shall:
- a. Be reasonably flexible in scheduling training.
  - b. Ensure that no athlete will be considered for the team if he/ she:
    - i. Has not completed their secondary education, OR
    - ii. Is not pursuing their secondary education.
  - c. Assist athletes to access educational and/ or career programs where appropriate.
  - d. Nominate all eligible athletes for the AAP and thereafter ensure these athletes receive all the benefits to which they are entitled under the AAP.

## Extraordinary Circumstances

41. In the event that circumstances arise beyond the Athlete's control that preclude the Athlete from training and/ or competing for the remainder of the season from when these circumstances arose, special consideration may be given for the following:
  - a. Partial reimbursement of team fees, as per the refund policy. All team fees must be paid in full before any reimbursement will be considered.
  - b. Selection to the following year's BC Freestyle Ski Team without supporting results from the current competitive season.
42. Any special consideration based on an extraordinary circumstance will only be considered by BC Freestyle upon written e-mail request to the Executive Director or the President of the BC Freestyle Board of Directors.

## Interpretation

43. This agreement will be interpreted in accordance with the laws of the province of British Columbia.





This is an agreement between the British Columbia Freestyle Ski Association and:

Athlete Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_

D/M/YR

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

*Signature of the Athlete:*

*British Columbia Freestyle Ski Association:*

\_\_\_\_\_

*Per:* \_\_\_\_\_

*Authorized Signatory*

\_\_\_\_\_

*Name and Title*

*Signature of Athlete's Parent/ Legal Guardian (if the athlete is not of the legal age):*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_