



BC Freestyle Ski Association

Athlete Agreement

(name of athlete)

Valid until April 30th, 2022

Initial



The 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 achieving and exceeding this mandate.

The goals of the BC Team

- To prepare Freestyle BC athletes for the Canadian National Freestyle Ski Team with a high probability of competitive success at NorAm, World Cup and Olympic levels.
- To develop outstanding members in our community.
- To promote lifelong participation in sport.



Purpose

- 1) The purpose of this Agreement is to:
 - a. Set out the support that a High-Performance Program athlete, can and should expect to receive from Freestyle BC and performance partners; and
 - b. Set out the cooperation and conduct that is expected and required by the athlete as a member of the BC High-Performance Program (BCHPP).

- 2) Freestyle BC and the athlete are entering into this agreement because:
 - a. Freestyle Canada, the Provincial Government, Canadian Sport Institute, and viaSport recognize Freestyle BC as the provincial body governing the sport of freestyle skiing in the province of British Columbia.
 - b. Freestyle BC has been organized for the purpose of promoting, developing, and encouraging freestyle skiing.
 - c. Freestyle BC, in the interests of furthering this purpose, operates the BCHPP.
 - d. The athlete wishes to join the BCHPP and to become eligible for the competitive opportunities, training support, and other benefits that come with BCHPP participation.
 - e. Freestyle BC and the athlete recognize the need to clarify their relationship by setting out their respective rights and obligations.
 - f. Freestyle Canada requires that Freestyle BC certify the eligibility of the athlete to compete as a BCHPP member in good standing.



SPECIAL WORDS AND PHRASES

- 3) The following words and phrases are used in this document with special meanings, as indicated:

The athlete	The individual who has been invited by Freestyle BC to be a member of the HP Program.
Banned and restricted substances	The list of drugs and methods that are either restricted or banned by the IOC, WADA, FIS, the Canadian Centre for Ethics in Sport, and the CFSA.
CCES	Canadian Centre for Ethics in Sport
ED	The Executive Director of Freestyle BC
FBC	Freestyle BC
FIS	Fédération Internationale de Ski.
BCHPP	BC High-Performance Program.
SDRCC	Sport Dispute Resolution Centre of Canada.
This Agreement	This written document setting out the terms and conditions of the athlete's participation in the High-Performance Program.
WADA	World Anti-Doping Agency.
Year	The BCHPP program year, which extends from May 1 through the following April 30.



DURATION OF THIS AGREEMENT

- 4) This Agreement is for the 2021-2022 HPP program year, May 1 – April 30. It comes into effect as soon as both FBC and the athlete sign it; however, it is not valid and automatically terminates if it is not signed by the athlete and returned to FBC before May 15th, 2021.
- 5) This Agreement expires on April 30th, 2022, except for those sections that are specifically identified as continuing beyond that date.
- 6) This Agreement may be terminated before its scheduled date of expiry. Grounds for early termination are set out below.

BASIC AGREEMENT

- 7) The athlete understands that his/her selection to the BCHPP is conditional upon his/her entering into this Agreement and observing and complying with its terms and conditions.
- 8) FBC and the athlete acknowledge and agree that:
 - a. The athlete has been selected to participate as a member of the Team. The athlete wishes to be an active competitor in Freestyle Canada, and FIS sanctioned freestyle skiing events and other events that may not be run under the prevue of the FIS.
 - b. The relationship between FBC and the athlete is intended to assist the athlete's pursuit of athletic excellence, and that there are numerous policies, rules, and technical requirements that apply to that relationship.
 - c. As a member of the BCHPP, the athlete is entitled to expect that the rules will be administered fairly, and disputes will be resolved appropriately, and in both instances, the fundamental concepts of natural justice and procedural fairness will be respected.
 - d. The athlete is above all, a person before an athlete, and at all times, his/her rights, as a person must be respected.
 - e. FBC and athletes each acknowledge and agree that each will pursue financial support through endorsements, sponsorships and other activities, including general brand/personality promotions.



FBC OBLIGATIONS

Re: COMPETITIVE OPPORTUNITIES

- 9) During the term of this Agreement, FBC is responsible for the following activities related to the provision of BCHPP competitive opportunities:
 - a. Publish on FBC's website and inform the athlete by email reasonable selection criteria for selection to the BCHPP Mogul team at least twenty-one (21) days before the start of the competition season.
 - b. Maintaining clear and transparent criteria for the allocation of competitive opportunities to BCHPP athletes, which is described in the BCHPP selection criteria.
 - c. Publish on the FCB's website and inform the athlete by email the final selection criteria.
 - d. Allocating competitive opportunities to BC athletes solely on the basis of the appropriate published selection criteria. This, however, is subject at all times to the provisions related to the withdrawal of competitive opportunities and early termination set out below.
 - e. Identifying, in a timely and effective way, the names of athletes to whom competitive opportunities are allocated.
 - f. Communicating in a timely way, the terms of any specific pre-competition monitoring steps that have been established for the athlete to complete.

OTHER OBLIGATIONS

- 10) During the term of this Agreement FBC shall assume the following obligations with respect to athlete development:
 - a. Operating program activities so as to provide opportunities for athletic development for the athlete subject to the financial restraints imposed by the annual budget adopted by the FBC;
 - b. Assisting the athlete in obtaining a suitable career and/or personal guidance and counseling upon his/her request;
 - c. Monitoring the athlete's ongoing training and development through FBC regular training program as well as through any individual training and/or monitoring program that may be implemented; and
 - d. Communicating to the athlete, in a timely manner, the terms and conditions of the BCHPP regular training program and any individual training and/or monitoring program that may be implemented.



- 11) During the term of this Agreement, and subject to FBC Bylaws as amended and approved by the FBC Board of Directors and the General Assembly from time-to-time, FBC shall ensure BCHPP athletes are represented on the Freestyle BC Board of Directors to provide a voice on athlete issues.
- 12) During the term of this Agreement, FBC shall ensure that information on BCHPP is provided to the athlete (or to his/her legal guardian if requested by him/her or his/her legal guardian) in the form of information mailings and/or e-mail communications.
- 13) During the term of this Agreement FBC shall assume the following obligations with respect to safety and insurance:
 - a. Providing access to excess accident and medical insurance in accordance with FIS regulations for the athlete against the risk of accidents, which may be incurred while participating in sanctioned training or competition activities as a member of BCHPP. If an athlete is training or competing outside of the program parameters or facilities, it is the athlete's responsibility to notify Freestyle Canada to obtain approval for coverage.
 - b. Ensuring that the circumstances under which the athlete trains and competes are safe and reasonable. FBC and the athlete agree that he/she is under no obligation to train or compete in circumstances, which are recognized as being unsafe or unreasonable in terms of standards appropriate to international competitions.
- 14) During the term of this Agreement, FBC shall post all relevant BCHPP policies and procedures, selection criteria and other documents about which the athlete is required to be aware of, to the Freestyle BC website.

ATHLETE OBLIGATIONS

1. During the term of this Agreement, the athlete is responsible for:
2. Follow the training and competition program as set out by FBC program coaches and managers. This plan shall be based on the provisional Team schedule sent to you by your coach, refer to the team information package.



3. Attendance

- a. Full participation in all scheduled training camps, valued competitions, and special activities, in accordance with the team program. Some athletes will have an individual schedule and/or benchmarks to meet with certain timelines; this individual plan is outlined below.
 - i. Specifics for the individual athlete around strength and conditioning KPIs.
 - ii. Specifics for the individual athlete around attendance to training camps and events.

4. Mandatory Activities

- a. Fitness testing: May & November, includes concussion testing
 - b. Fitness training: following the fitness training programs set out by the program staff. Participating as required in the FBC athlete monitoring system.
 - i. If an athlete does not meet the Learn to Compete Benchmarks during the 1st testing block, we must see significant improvement by the 2nd testing block. If there are no significant improvements and injury and safety is of concern, the following actions will be implemented:
 - ii. The athlete will temporarily be suspended from competitions, World Cup, NorAm, COT or any level of events.
 - c. Training camps: 100% attendance at training camps is expected.
 - d. Minimum Camp volumes:
 - i. Acrobatic**
 - 1. Ten water ramp days on June 1 – Oct 1
 - 2. 20 jumps per day session
 - 3. 15 Trampoline sessions outside of ramp days, as per the camp plans
 - ii. On Snow**
 - 1. The athlete must follow their personal plan established with their coach at the beginning of the year.
 - 2. HPP Valued Competitions as planned with the team coaches.
5. Exceptions from the attendance rules:
- a. Surgery, injury & / or other illness - Doctors notes required.
 - b. Death in the family.
 - c. High School study or required attendance – case-by-case basis.



6. Accept instruction only from FBC designated coaches and technical staff during BCHPP training camps and competitions.
7. Providing FBC with at least thirty days notice of a decision not to participate in a competition for which he/she has been entered, unless he/she is on injury stand-by. If he/she is on injury stand-by, the decision must be made at least eight days prior to the departure date for the competition.
8. Refraining from participating in any competition that is not permitted under the Government of Canada's Sport Policy or the policies of FBC, unless specific approval to participate is given by the athlete's Head Coach.
9. Complete the CCES online anti-doping education course True Clean Sport 101.
10. Keeping informed of, and complying with, the FBC's Anti-Doping Protocol. Refraining from using, or being in possession of, or distributing, substances which are banned or restricted by FBC, the COC, the IOC, the FIS, or the World Anti-Doping Agency (WADA).
11. Participating, if asked by FBC to do so, in any Doping Control / Education Program developed by FC in co-operation with Sport Canada and the CCES.
- 12. Alcohol**
 - a. Alcohol consumption is not allowed at any time while on any team trip for training, competition or any other team activities. Result for violation is an immediate suspension from all activities. Length of time of suspension will be determined on a case-by-case basis.
 - b. Alcohol purchase by any team member of legal age for any minor, while on any team trip for training or competition is an immediate suspension from all activities.
13. Keeping informed of and complying with FBC procedures and regulations, including but not limited to selection criteria and the FBC Appeals Protocol, as published from time to time, and with the FBC Code of Conduct. The athlete further agrees that the general principles set out in the FBC Code of Conduct represent a minimum standard of conduct for a public representative of a provincial team.
 - a. Keeping informed of and adhere to the eligibility rules of FBC, Freestyle Canada and the FIS.
 - b. Refraining from participating in any competition, which is not sanctioned by the FIS and/or one of its member organizations and/or



- c. is not the discipline in which the athlete is a recognized member of the BCHPP Program with FBC unless Head Coach gives approval.
 - d. Notifying FBC by e-mail, as soon as it is reasonably possible, of any injury, significant illness, or other reason that will limit the athlete's participation in any BCHPP training camp, competition, or other activity.
 - e. Permitting the release of medical information related to his/her injury or illness that may have an impact on his/her ability to participate or perform in any BCHPP training camp, competition or other activity, or related to his/her recovery from injury or illness, to a FBC designated medical doctor or therapist, when requested by the FBC to release such information.
 - f. Following a recovery and rehabilitation program for an injury or illness that prevented him/her from participating in FBC training camps, competitions or other activities approved by his/her personal physician and a FBC designated medical doctor to ensure his/her return to BCHPP training and/or competition in a safe and timely manner.
14. The athlete must read the Freestyle Canada Accident insurance coverage and acknowledge their responsibility in the event of (or post) an accident or injury understanding that Freestyle Canada insurance only covers activities that are prescribed by the program for training or competition purposes. If you are training outside of the program parameters or facilities, you must notify Freestyle Canada to obtain approval for coverage.

ANTI DOPING

1. I understand that my national sport organization, Freestyle Canada, has adopted the 2015 Canadian Anti-Doping Program (CADP).
 - a. I specifically agree that as a member of the National Athlete Pool (NAP) in my sport, I am subject to the Canadian Anti-Doping Program (CADP) and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
 - b. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.



- c. I acknowledge that information, including personal information about me, 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.
- d. I consent to have police and law enforcement agencies, border services agencies, Sports Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose my 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.

ATHLETE DISCIPLINARY GUIDELINE

1. In the event an athlete is in breach of the Code of Conduct and/or their athlete agreement, the following steps will be taken:
 - Verbal warning from the Coach.
 - Written warning from Freestyle BC
 - Explanation of further actions
2. Note: The severity of the breach will determine what level of action will be taken. Athletes will have one warning only as per the above process.
3. Disciplinary Outcomes:
 - Upon the 2nd infraction or breach, the Coach and the Freestyle BC Executive Director with the notice that disciplinary action will be taking place will contact the athlete.
 - The Disciplinary Committee will decide the disciplinary actions, which will be determined based on the severity of the infraction.
 - i. The Disciplinary Committee will consist of the following:
 1. FBC Executive Director
 2. FBC High-Performance Committee
 3. Team Head Coach
 4. Legal advice
4. Other major outcomes could be:
 - Suspension for a specific amount of time including and not limited to training activities and competitions
 - Expulsion from the Team



MEDICAL CONSENT

1. The athlete and FBC agree that 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 or a limb or a vital organ, FBC or its agent (Team Manager, Coach, or other designated person) shall adhere to the following procedure:
2. FBC or its agent shall make all reasonable efforts to contact the athlete's family, designated guardian, or other individual previously designated by him/her as an emergency contact, to obtain consent for medical treatment.
3. 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, he/she hereby agrees (and if the athlete is not of legal age at the time of signing this Agreement, his/her parent or legal guardian who has signed this Agreement similarly agrees) that FBC 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
4. The athlete and FBC acknowledge and agree that, notwithstanding any other terms of this Agreement, FBC retains the right to withdraw any allocation of competitive opportunities for the athlete at any time if FBC, in the reasonable and fair exercise of its discretion, considers that it should withdraw such allocation:
 - a. Because of concern for the health or safety of the athlete;
 - b. Because the athlete has engaged in conduct resulting in the imposition of disciplinary measures in accordance with the FBC Code of Conduct;
 - c. Because the athlete is unable or unwilling to meet the provisions of the agreed-upon ongoing training program;
 - d. Because the athlete has not met their financial obligations to FBC as outlined in sections 32 through 35;
 - e. Because the athlete is unable or unwilling to satisfactorily complete the agreed-upon specific pre competition monitoring steps; or
 - f. Because the athlete is unable to compete due to illness or injury.
 - g. The athlete and FBC acknowledge and agree that all decisions regarding the allocation and withdrawal of competitive opportunities are final and binding, except for the provisions related to "Disputes and Dispute Resolution" set out below.



DISPUTES AND DISPUTE RESOLUTION

- 15) If the athlete encounters difficulty in fulfilling the expectations established by his/her BCHPP training program, or any other problem arises that is contrary to this Agreement; the athlete shall take steps to resolve the difficulty through the provisions of this Article.
- 16) If the BCHPP athlete is affected by a decision of FBC, or of anybody or individual who has been delegated authority to make decisions on behalf of FBC, the athlete has the right to appeal the decision, provided there are sufficient grounds for the appeal as set out in the FBC Appeals Protocol.
- 17) The athlete and FBC agree to adhere to the following process in addressing any dispute that may arise:
 - a. If the dispute is related to the athlete's training or competition program, it shall first be addressed through discussion between him/her (or the athlete's legal guardian) and the Head Coach of his/her Team.
 - b. If the matter cannot be resolved through review with the Head Coach, or if it relates to a matter other than his/her training and competition program, then it shall be documented in a "Notice of Dispute."
 - c. If the matter cannot be resolved through review with the Head Coach, or if it relates to a matter other than his/her training and competition program, then it shall be addressed through discussion between him/her (or the athlete's legal guardian) and the FBC Executive Director. If following the final internal review, the matter is still unresolved; either party may file an appeal in accordance with the terms of FBC's Appeals Protocol.
- 18) Both the athlete and FBC agree to deal with all disputes in a prompt manner, recognizing that time is of the essence in dealing with matters that affect an athlete's training and competition program.

EARLY TERMINATION

- 19) The athlete may terminate this Agreement at any time by providing written notice of termination to FBC. The athlete understands and agrees that in terminating this Agreement, he/she loses all rights, benefits, and privileges of participation in the BCHPP.
- 20) FBC may terminate this Agreement prior to its scheduled expiry in the event that the athlete has committed conduct deserving of immediate removal from the BCHPP, which must be a material action directly taken by the athlete such as being convicted of a criminal code offence, a doping control violation, an



action that causes material harm under the FBC Code of Conduct, or a violation that causes the athlete to be ineligible to compete in international competition via FIS rules and regulations. Any decision by FBC to terminate this Agreement prior to its scheduled expiry may be appealed by the athlete through the FBC Appeals Protocol.

INDEMNITIES AND WAIVER OF LIABILITY

- 21) The athlete (or if the athlete is not of legal age at the time of signing this Agreement, athlete's parent or legal guardian who has signed this Agreement) agrees that the sport of freestyle skiing is inherently dangerous and that the athlete will not hold FBC, the Canadian SnowSports Association, Freestyle Canada and their officers, employees, assignees, agents, representatives, and sponsors, liable for any loss or injury suffered by the athlete, however, caused, while the athlete is travelling to or from or participating in any competition, training camp, or other BCHPP activity unless the loss or injury of the athlete is caused by the gross and willful negligence of FBC, Freestyle Canada or the Canadian SnowSports Association.
- 22) The athlete (or if the athlete is not of legal age at the time of signing this Agreement, athlete's parent or legal guardian who has signed this Agreement) and FBC shall each indemnify the other and hold the other harmless from and against all loss, damages, and expenses, including reasonable legal fees and disbursements (on a solicitor and his own client basis) which the athlete and FBC might incur because of any claim, action, or proceeding arising from the warranties, rights, representations or obligations made by either Party to the other in this Agreement.
- 23) This indemnification shall be subject to the provisions that both the athlete (or if the athlete is not of legal age at the time of signing this Agreement, athlete's parent or legal guardian who has signed this Agreement) and FBC shall notify promptly and consult one another regarding any claims or litigation to which the indemnities in this Agreement apply, and that the athlete's and FBC's indemnities shall not apply to any claim or litigation which is settled by one party without the prior written consent of the other party giving this indemnity. Indemnities given by the athlete (or if the athlete is not of legal age at the time of signing this Agreement, athlete's parent or legal guardian who has signed this Agreement) and FBC herein shall survive the term of this Agreement



FINANCIAL OBLIGATIONS

- 24) If the athlete fails to pay, or make arrangement to pay, any amount owed to FBC or Freestyle Canada within thirty (30) days of being sent an invoice, he/she may be deemed "not in good standing" and may be suspended from the BCHPP until such a time that he/she makes arrangements to pay the incurred debt. While "not in good standing," the athlete may be prohibited from participating in training camps and competitions, and any available funding may be suspended.
- 25) The athlete understands and agrees that an ongoing failure to pay any amount owed to FBC may result in legal proceedings being brought against him/her, or the assignment of the debt to a collection agency, to reclaim the money owed.
- 26) The athlete understands that they are obliged to pay their team fees in accordance to their individual "Team Fee Payment Agreement" (appendix with the package) and by deadline date regardless of an injury that may prohibit them from training/competing the full 2021/2022 season.

GENERAL PROVISIONS

- 27) This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be treated as a British Columbian contract.
- 28) All provisions hereof are severable, and the invalidity, illegality, and unenforceability of any such provision shall be deemed not to affect the validity, enforceability, or legality of the remaining provisions.
- 29) This Agreement and the rights and obligations of either party hereunder are not assignable without the prior written consent of the other party.
- 30) The headings of clauses hereof are provided for convenience only and shall not affect the interpretation of this Agreement.
- 31) This Agreement supersedes and replaces all prior agreements between the parties hereto in respect of the subject matter in this Agreement.
- 32) The parties agree that should there be a difference in interpretation of the clauses in this Agreement, the English version of this contract will supersede the French translation.



NOTICES

- 33) Any notice required or permitted to be given hereunder shall be in writing and may be given by delivery or telegraphic or other recorded transmission, or by mailing the same by ordinary mail, postage prepaid, addressed to the party to whom the notice is given at the following addresses:

In the case of Freestyle BC:

205 Kicking Horse Place
Vernon, BC
V1B 4E8

In the case of the athlete:

ATHLETE ADDRESS

- 34) Any notice shall be deemed to have been received, if delivered, at the time of delivery thereof; if mailed within Canada, the third day after mailing (unless a publicized postal disruption is in effect in which case mail service shall not be considered an acceptable form of providing notice); or, if given by any form of electronic transmission, at the time of delivery to the appropriate communication company or agency or its representative for dispatch.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed retroactively as of May 1, 2021.

NOTE: Authorization is needed for Aerials/Inverts by parent or Guardian if the registrant is less than the age of 19 years of age (the age of majority in the Province of British Columbia, which is the governing law of this Agreement).

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Athlete Declaration

The athlete confirms that he/she has read the Agreement in its entirety, fully understands the terms and conditions of the Agreement and signed this Athlete Agreement voluntarily and with the full understanding of the nature and consequences of the Agreement.

Per: C. Smith Date: May 3, 2021
Cameron Smith | Sport Development Manager

Per: _____ Date: _____
Freestyle BC Athlete

Per: _____ Date: _____
Parent or Guardian



Appendix

TEAM FEES

The team fee for the 2021-2022 programs has been set at \$6250 per athlete. Team fees can be financed over the summer with the payment schedule: May 15th (\$1250), June 15th (\$2500), and July 15th (\$2500)

The BC Provincial Government, in partnership with viaSport makes a significant contribution to high-performance sport in BC. The BC Park & Pipe program currently receives **\$45,000 per year** in funding through the viaSport Enhanced Excellence Grant. An additional **\$10,000** of funding has been allocated to further subsidize the expenses incurred to run this team.

Currently, Freestyle BC is a tier 1 program based on our high performance best practices and results. Without the support of our government partners and fundraising initiatives, the true program cost is \$13,600 per athlete. The selection to the BC Team program is providing each athlete with approximately \$8,100 in funding.

Funding levels are subject to review each season from viaSport, and the Freestyle BC board of directors must approve the overall budget. Freestyle BC athletes need to perform at the tier 1 standard for our organization to continue to receive the top level of high- performance funding available to BC provincial sport organizations. This includes adhering to the attendance, fitness testing, and result standards and benchmarks set out by the Freestyle Canada Podium Pathway. **Athletes that do not follow the program requirements will not be eligible for the subsidized team fee of \$6250.**

Team fees include:

- Video and training equipment.
- Various sport-specific information seminars
- Strength and conditioning coach and fitness testing.
- Gym access to the Canadian Sport Institute facility in Whistler and access to select community center gyms in BC.
- Access to group buying programs through our official team suppliers.
- On-Snow Coaching, goal setting and long term planning.

The overall program budget is reviewed and approved by the Freestyle BC board of directors. Team fees are subject to change should our funding change or modification of the program budget by the Freestyle BC board.



OTHER EXPENSES

In addition to team fees, there is a significant cost for team travel. Athletes will be responsible for the following:

- Independent travel cost all year: ground transportation, flights, hotel, lift tickets, and food.
- Event Entry Fees (\$150 to \$600 per event).
- Lift ticket and facility access.
- Water ramp and airbag fees.
- Trampoline time and dryland training costs.
- Cell phone capable of text messaging with access to email.

Historically the cost of a team athlete undertaking all required training and events would be between \$20,000 and \$25,000, not including the coaching fee.