

**Bobsleigh CANADA Skeleton**  
Board of Directors Meeting 511, Minutes  
Wednesday May 24 2011 18:00-20:00  
Bob Niven Training Centre, Boardroom

Our Mission: Bobsleigh Canada Skeleton develops Olympic and World Champions.

Call to Order – 18:05

Present: Reid Morrison, Louis Poirier, Lee Genier, Astrid Wolf, Brent Berezowski  
Regrets: Lisa Szabon (Helen Upperton unable to attend for Lisa)  
Staff: Don Wilson, Dwayne Dreher

**1. Review and approval of agenda.**

Motion 511 1:Wolf/Poirier  
To approve the agenda as presented.

CARRIED

**2. Review and approval of April 19 2011 BCS BOD 411 Minutes.**

Motion 511 2: Poirier/Genier  
To approve the 411 BCS BOD Minutes as presented.

CARRIED

**3. Business arising from minutes:**

3.1 111.6.1 Youth Olympic Games

No new information.

PENDING

**4. General Operations Update.**

**4.1 CEO Report: 511, May 24, 2011**

1. General:
  - a. A successful presentation to OTP has provided us with a small amount more than we received last year. First draft of budget still shows deficit.
  - b. Initial budget discussions have commenced with the confirmation of the OTP and Sport Canada commitments. The Athlete's Council will be engaged when we get a workable draft formulated.
  - c. I have spoken with both Alberta and British Columbia governments with reference to World Cup financial support. They are both positive but non-committal at this time.
  - d. Athlete's Agreement was in last stages with the Athletes' Council for approval, but there has been some discussion this week. It is my intent to bring the amended agreement to the Board meeting for approval.

- e. Bobsleigh Luge Skeleton Canada (BLSC) is the new official name of the joint BCS/CLA organizations. Sport Canada only recognizes the parent organization.
- f. In keeping with the BLCS joint collaboration, CLA and BCS are joining to administer and RFP for a joint Event Manager in Calgary and Whistler. We have confirmed partial financial support for the position in Calgary from Winsport and Whistler Legacy Society is reviewing their role. In light of this arrangement, I have terminated the contract with Shaulyn van Baaren, but I have encouraged her to apply for the new position if she chooses.
- g. Dan O'Neill of Winsport is supportive of greater collaboration between sports who host world cups at COP. I have taken on the responsibility of bringing those sports together with Winsport to look at efficiencies and possible joint sponsorship opportunities
- h. I am in the final stages of negotiating contracts with Eurotech: three year maintenance and sled acquisition deal, and with adidas through to 2014. That information should be available soon.
- i. The 2011 AGM has been set for July 19<sup>th</sup> at COP ATCO Center. The 60 day notice has been sent out
- j. **Marketing and Sponsorship Report: Chris Wilson**  
**Corporate Partnership Progress**
  - Meetings have been held with some individuals we believe can help us widen our net of potential sponsors. We still need to be aggressive on this front to get some quality leads.
  - I have an opportunity over the next 2 months to meet directly with a large number of Canadian companies already involved in sport. Although not a BCS project, I plan to use this opportunity to our advantage to scout out potential BCS partners.
  - Regardless of the point above, I have begun contacting companies on our target list that we believe can take advantage of our European impressions provided through the FIBT broadcast.
  - Discussions with a company in the Natural Gas sector are still ongoing. One of the two people in charge of our file has left the company, but the key individual is still there and pushing forward. I'm trying to push for a decision in late June/July but timing is clearly out of our hands.
  - After an in-person meeting, a proposal has been sent to DOW asking them to increase their involvement in BCS with two different options for them to do so. DOW decisions in this area are made in August.
  - We are at the second level of discussions with the Tourism bureau for a major Canadian City.
  - Requests for meetings/proposals and follow-ups have been sent and ongoing with companies in the following sectors:
    - Pharmaceutical
    - Sport Equipment/Sleds
    - Beverage
    - Consumer goods
    - Transport
    - Auto
    - Auto-parts
    - Electronics
    - Small Appliance
    - Financial
    - Petroleum

## **Overall Revenue Generation Strategy**

A proposed structure of roles and responsibility was created for the revenue generation area. This separated out lead individuals in the following areas:

- BCS Sponsors
- Local Event Sponsors (World Cups/Sled Auction)
- Sled Auction management

There are a lot of crossover responsibilities in all of these areas, but clearly as a small organization we need more hands on deck to be successful. This is crucial as my role is more urgently focused on BCS sponsorship acquisition.

#### **4.2 Finance**

Auditors have been engaged and have initiated testing of the financials.

#### **4.3 Marketing/Development:**

Previously reported under the CEO report.

### **5. Athletes' Business**

- The new Athletes' Council representatives: Helen Upperton, Amy Gough, Heather Patterson, John Fairburn, Robyn Thompson, Justin Wilkinson, Louis Poirier
- Louis discussed an opportunity to engage in a relationship between the CSCC and the Vipers baseball club. It is a \$6.00 per ticket sold by athletes that goes to a charity of their choice. There may also be an opportunity to sell World Cup tickets at games, but the discussion about face value of tickets with no access control to the park and 5 months before the event make the viability of the ticket sales less desirable
- The Council has reviewed the proposed Athlete's Agreement and had input opportunities from athletes.

Motion 511.3 Poirier/Berezowski

To approve the 2011 -2012 version of the Athlete's Agreement inclusive of Schedule "A". Attachment 1  
CARRIED

### **6. New Business**

Nothing to report

### **7. Adjournment**

- Meeting adjourned 20:00

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**Tuesday May 24, 2011  
BOB NIVEN TRAINING CENTRE – ROOM TBD  
18:00-20:0**

**ATTACHMENT 1**

**BOBSLEIGH CANADA SKELETON**

**2011-2012 ATHLETE AGREEMENT**

BETWEEN:

**BOBSLEIGH CANADA SKELETON** ("BCS")

and

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**Name of Athlete** ("Athlete")

WHEREAS BCS is recognized by FIBT and the Government of Canada as the sole National Federation governing competitive bobsleigh and skeleton in Canada;

AND WHEREAS BCS recognizes its obligation to uphold the rules of FIBT, the IOC and Sport Canada and to uphold the laws of Canada;

AND WHEREAS the Athlete wishes to become or continue to be an eligible competitor in BCS sanctioned events with his or her rights and obligations clearly defined;

AND WHEREAS the Government of Canada – Athlete Assistance program requires as a condition of funding that the Athlete's and BCS's respective rights and obligations be set forth in this Agreement

AND WHEREAS FIBT requires that prior to the Athlete competing BCS will certify the eligibility of the Athlete;

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

IN CONSIDERATION OF the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Athlete and BCS agree as follows:

## **1. Definitions**

In this Agreement, the following words will have the following meanings set out herein:

- "AAP" means the Government of Canada Athlete Assistance Program;
- "Agreement" means this written agreement;
- "Athlete" means the person who is selected from time to time during the Term as a member of the BCS National Team or who receives direct funding from BCS to assist his/her training and competitive endeavors;
- "BCS" means as Bobsleigh CANADA Skeleton;
- "COC" means the Canadian Olympic Committee;
- "FIBT" means Fédération Internationale de Bobsleigh et de Tobogganing, the international governing body for bobsleigh and skeleton;
- "IOC" means the International Olympic Committee;
- "CCES" means the Canadian Centre for Ethics in Sport;
- "WADA" means World Anti-Doping Agency
- "CEO" means the Chief Executive Officer of BCS;
- "National Office" means Bobsleigh CANADA Skeleton head office: 140, 88 Olympic Road SW Calgary Alberta Canada T3B 5R5
- "Documents" means the documents referred to in section 12;
- "Banned and restricted substances" means drugs and the methods for athlete doping that are either restricted or banned by the IOC, CCES, WADA and/or BCS
- "National Coach" means the national coach designated from time to time by BCS;
- "National Team" means the national team of BCS representing BCS and Canada at designated bobsleigh and skeleton competitions;
- "SDRCC" means the Sport Dispute Resolution Centre of Canada;
- "Term" means the term specified in section 3.
- "Major Games" means international multi-sport competitions.

## **2. General Intent**

- a. This Agreement shall be applied and interpreted in a manner which recognizes that the relationship between BCS and the Athlete is intended to assist the Athlete in the pursuit of athletic excellence, and that there are, independent from this Agreement, numerous policies and rules of BCS that apply to the Athlete. In the event of a conflict between BCS's various policies and rules and this Agreement the policies shall prevail to the extent of any conflicts or inconsistencies, inclusive of BCS Dispute Policy and BCS Appeal Policy. If these options do not bring about a resolve, application can be made to the Sport Dispute Resolution Centre of Canada, SDRCC.
- b. The Athlete shall be entitled to expect that the rules and policies of BCS will be administered fairly and that disputes will be resolved in a manner consistent with the principles of fairness and mutual respect.
- c. BCS respects that the Athlete is firstly a person and that at all times the Athlete's rights will be respected;

### **3. Term**

This Agreement shall commence on and be effective from May 15, 2011 and shall terminate on May 14, 2012, unless sooner terminated pursuant to the provisions contained herein (the "Term").

### **4. Obligations of BCS**

BCS shall throughout the Term undertake its best efforts to:

- a. Approve, publish and email to all athletes clear selection criteria for all national and national development teams at least two (2) months prior to the selection of any particular team, and at least eight (8) months in advance of the start of the selection period in the case of the Olympic Winter Games;
- b. Publish and email to all athletes by at least April 1 of each year the dates of all mandatory training camps;
- c. Conduct selection of members to all national teams in a manner consistent with the principles of fairness and mutual respect;
- d. Select and prepare Athletes to represent the National Team and Canada in designated competitions in accordance with the approved budget and policies of BCS in effect from time to time. The applicable budget and policies will be made available, on request, to the Athlete;
- e. Publish and email to all athletes criteria for the selection of athletes to the AAP six (6) months before the start of the AAP eligibility cycle; and duly nominate and assist eligible athletes to Sport Canada for carding under the AAP;
- f. Provide for an Athlete's Council, elected by the athletes and representative(s) to sit as a voting member of the Board of Directors and relevant committees and councils of BCS;
- g. Plan and manage training and competitive programs inclusive of funding travel, accommodations and meals, coaching and competitive activities for the ongoing development of Athletes and the National Team in accordance with the approved budget, policies and mandate of BCS;
- h. Assist the Athlete in obtaining quality medical care and advice;
- i. Provide liability, accident and medical insurance for all National Team Members representing the Association at FIBT sanctioned events. This insurance shall include disability and death benefits;
- j. Provide official National Team attire in accordance with the approved budget and policies of BCS;
- k. Certify the Athlete's eligibility to compete in FIBT events, provided the Athlete first satisfies FIBT eligibility criteria, is a member in good standing of BCS and is not in breach of this Agreement;
- l. Provide by email in at least two (2) weeks of the decision a notification of all revised relevant BCS program information to the Athlete and make available to the Athlete on request through BCS's National Office hard copies or direction to an appropriate web site all relevant policies of BCS, FIBT, COC and the Government of Canada relating directly to the National Team and to this Agreement;
- m. Provide a formal review of the Athlete's annual training program on an as needed basis;
- n. Ensure an up-to-date equipment policy is available;
- o. Keep the Athlete informed regarding BCS's and the National Team's sponsors, marketing programs and the associated Marketing Properties, as they relate to the National Team program, the Athlete and this Agreement;
- p. Assist the Athlete to interact with the media and the general public;
- q. Communicate with the Athletes both orally and in writing in the language of their choice (English or French);

- r. Ensure an up-to-date Athletes' Handbook is by June 1 each year;
- s. Make decisions effecting the athletes reasonably and fairly, and communicate these decisions and notify all Athletes by email and if appropriate published on the BCS website in at least two (2) weeks of the decision being made;
- t. Provide an appeal procedure that is in conformity with the principles of fairness and mutual respect, which shall include access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the NSO, other than those related to the Athlete Assistance Program, and publish the details of this procedure in a prominent manner so that it is freely available to all athletes or any person requesting this information by or on behalf of the Athlete.

## **5. Obligations of the Athlete**

The Athlete shall, throughout the Term:

- a. Under the supervision of the National Coach or designate, participate as directed in all National Team selection events, training programs, competitive activities, evaluation activities and reporting procedures approved by BCS
- b. Maintain his or her status as a member in good standing of BCS; abide by all policies, rules and regulations of BCS in effect from time to time; promptly pay all membership dues, license fees and levies as approved and assessed by BCS; and pay all other required fees and expenses associated with training and competition;
- c. Hereby warrant that he or she is a Canadian citizen, or is otherwise eligible to compete for Canada according to FIBT regulations in effect from time to time and that, if the Athlete's status changes, the Athlete shall immediately inform the Program Manager;
- d. At the earliest possible date, notify the National Coach or designate, in writing, of any injury to the Athlete or any other legitimate reason that might prevent the Athlete from fulfilling any of his or her obligations under this Agreement;
- e. Whenever representing BCS, while in or around competition sites and during media events and opportunities, wear in an appropriate manner, official National Team attire. Maintain such official National Team attire in clean condition and in good repair.
- f. Review, adhere, comply and stay current with the equipment policy that is provided by BCS;
- g. Provide BCS with all current contact information and provide BCS with any information which may be requested from time to time in order to confirm the eligibility of the Athlete and adherence to CCES doping policies;
- h. Participate in BCS educational activities, BCS promotional activities, and sport-related, non-commercial promotional activities on behalf of the Government of Canada, Sport Canada and/or the FIBT as may be reasonably requested by BCS. The Athlete shall be compensated for all reasonably incurred out-of-pocket expenses that are incurred as a direct result of attending these activities. The Athlete shall not be required to participate in these activities if the time involved is in excess of the equivalent of five days per year. The Athlete retains the right to review any and all materials, communications or means of transmission necessary to carry out the foregoing. Athletes are not required to participate in promotional activities of BCS sponsors but are encouraged to support the sponsors whenever possible. Themselves or their representative may negotiate an appearance fees associated with their participation.
- i. Grant to the Association permission to use the name, likeness, photograph, image and/or voice, radio broadcast voice, signature, endorsement and performance record (hereinafter called "athlete attributes") of the Team Member for promotional purposes and for the purpose of raising revenues to support the Association's objectives;
- j. Athletes shall inform the Association prior to entering into an agreement with a sponsor in order to avoid any potential direct industry or category exclusivity conflicts with BCS

- within the athletes' role as a competitor for BCS. In recognition of this disclosure, the Association may not solicit or enter into a discussion with the sponsor or a competing sponsor in the same direct industry or category exclusivity, with a time limit of until execution of an agreement or a maximum of 30 working days from the date of said notification, which ever comes first;
- k. Comply with all of the AAP policies and procedures of Sport Canada including actively participating in all AAP evaluation activities and be prepared to 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 as the case may be;
  - l. Consistent with this Agreement, undertake his or her best efforts to promote positively the National Team and BCS to the media and general public;
  - m. Adhere, comply and stay current with all CCES, WADA and FIBT doping policies, whereabouts testing protocols, in and out of competition testing procedures.
  - n. Avoid living in an environment not conducive to high-performance achievement or taking any deliberate action that puts his or her ability to perform at risk or limits performance;
  - o. Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
  - p. Warrant that he or she is not under any obligation or disability which might prevent or restrict the Athlete from entering into this Agreement or from fulfilling any of the Athlete's obligations under this Agreement;
  - q. Execute any further documents required by BCS to give effect to the respective obligations, warranties, covenants and undertakings set out in this Agreement. For greater certainty, but without limiting the generality of the foregoing, the Athlete shall sign when requested COC Agreements, and other agreements allowing the Athlete to compete internationally and to participate in Major Games;
  - r. Adhere to and comply with Athletes' Code of Conduct (Schedule "A"); <http://www.bobsleighcanadaskelton.ca/PoliciesAndProcedures.aspx>;
  - s. Adhere to and comply with BCS's Dispute Policy; <http://www.bobsleighcanadaskelton.ca/PoliciesAndProcedures.aspx>;
  - t. Adhere to and comply with BCS's Appeal Policy; <http://www.bobsleighcanadaskelton.ca/PoliciesAndProcedures.aspx>
  - u. Adhere to and comply with all policies of BCS.

## **6. Sponsorship and Commercial Activities**

BCS recognizes the Athlete's right to enter into personal sponsorship contracts, endorsements and business relationships subject to the conditions and limitations set out below. The Athlete hereby:

- a. The Athlete consents to BCS using, without charge, on a worldwide basis, in any format or media, the Athlete's image, name, nickname, likeness or other identifiable attribute (collectively referred to as "Athlete's Attributes") to promote BCS's and the National Team's non-commercial promotion, advertising and marketing programs (collectively referred to as the "Marketing Programs"), BCS shall use its reasonable best efforts to ensure that the use of the Athlete's Attributes are collectively as a team or part thereof. This consent shall remain in effect for the duration of the Term and as approved by the Athlete for a period of one year thereafter;
- b. The Athlete consents to BCS using, without charge, on a worldwide basis, the Athlete's Attributes for the non-commercial use to promote bobsleigh and skeleton competitions that are organized and/or sanctioned by BCS or bobsleigh and skeleton competitions in which BCS members or the National Team members are participants, This consent shall



- remain in effect for the duration of the Term and as approved by the Athlete for a period of ~~two~~ one year thereafter;
- c. In the event that a licensee or sponsor of BCS wishes to engage any or all of an Athlete's Attributes for a commercial venture, a written agreement defining the terms of the relationship shall be created amongst the three parties;
  - d. In the event that a licensee or sponsor of BCS wishes to use an image of a bobsleigh or skeleton athlete for commercial use and that image or Athlete's Attribute is not attributable to a particular athlete or athletes, the image or Athlete Attribute may be used at the discretion of BCS;
  - e. If an athlete feels that their image or Athlete Attribute has been used in an inappropriate manner or without their approval as per 6A, 6B and 6C that may have the issue reviewed through the Dispute, Appeals Policy of BCS and/or the Appeals process of the SDRCC;
  - f. The Athlete shall inform the Association prior to entering into a commercial contract or personal sponsorship venture associated with the Athlete's role as a competitive athlete. In recognition of this disclosure, the Association may not solicit or enter into a discussion with the sponsor or a competing sponsor in the same direct industry or category exclusivity, with a time limit of until execution of an agreement or a maximum of 30 working days from the date of said notification, whichever ever comes first.
  - g. BCS retains the right to affix the logos, images, or names of sponsors or commercial partners on clothing, gear, equipment, helmets and gloves used by the Athlete in BCS activities. The Athlete shall not display any logo, whether that of a personal sponsor or otherwise, of a company in the same direct industry or category exclusivity industry as any of the BCS's sponsors;
  - h. BCS shall use reasonable best efforts to provide a list of the sponsors or commercial partners and their direct industry or category exclusivity annually and throughout the year as contract(s) near execution. (Schedule "B")
  - i. If an Athlete has a contract with a personal sponsor prior to BCS entering into an agreement with a competing sponsor in the same category, the Athlete's pre-existing agreement shall be grandfathered in or the BCS partner shall be notified in advance that an Athlete has a conflict until the Athlete's contract has expired and any extensions have lapsed.
  - j. BCS shall use reasonable efforts to resolve any sponsorship issues as between an athlete's individual sponsorship opportunities and any existing BCS sponsorship and marketing program in a manner that allows the athlete to maximize opportunities for individual sponsorship.
  - k. The Athlete agrees to follow and abide by all BCS, COC, IOC and FIBT rules, policies and restrictions in place from time to time regarding commercial properties, endorsements, advertising and sponsorships.

## **7. Liability, Insurance and Indemnification**

The Athlete hereby:

- a. Acknowledges that there are risks, dangers and hazards inherent in competition and in training, preparing for and traveling to and from such competition. These risks include, but are not limited to, the risk of severe or fatal injury to the Athlete and to other persons. 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 BCS travel, training and competition.
- b. Acknowledges that BCS shall not be liable to the Athlete for any loss or damage to any property of the Athlete, however caused, nor shall BCS be liable to the Athlete or to any other party, including the personal representatives and assigns of the Athlete in the

- event of the Athletes death, for any loss or damage arising from an injury to, or death of the Athlete or any other person resulting from any activity undertaken by the Athlete.
- c. Agrees to indemnify and hold harmless BCS and its directors, officers, employees, contractors, volunteers and agents from and against any and all liability, claims, losses, damages, and expenses which BCS may suffer or incur as a result, directly or indirectly, of the breach of any provision of this Agreement by the Athlete or as a result of any activity undertaken by the Athlete This indemnification shall survive any termination or expiry of this Agreement.
  - d. Acknowledges that BCS carries limited liability and subscribes to an accident and sickness insurance program: The Canadian Athlete Insurance Program (CAIP). The Canadian Accident Insurance Plan is a plan that is specifically designed to address accident/injury needs of national team athletes while training and competing in Canada and outside Canada. It is the athlete's responsibility to acquire more coverage should they deem it necessary. Any additional coverage shall be considered optional and shall be at the athlete's own expense.

## **8. Competitive Attire**

BCS recognizes the Athlete's right to utilize competition attire that maximizes performance and is safe. Where the Athlete wishes to wear competition attire that is not provided by BCS's sponsors or suppliers of similar competition attire to the National Team for reasons only of enhanced performance or safety, the Athlete must notify the National Coach or the CEO to do so:

- a. Every effort must be made to allow the BCS sponsor or supplier to match the competitive or safety characteristics of the alternate competitive attire;
- b. The suit, or any other competitive attire must be the same color scheme as that supplied to the National Team by the BCS sponsor or supplier;
- c. The suit, or any other competitive attire must display the same BCS team and BCS sponsor logos as the supplied National Team attire
- d. The manufacturer's logo on all attire must be "blacked out" such that no brand representation may be seen, perceived or implied, on all competition attire not provided by BCS sponsors or suppliers.
- e. If the approval of the National Coach or CEO is not obtained, the Athlete must wear the competition attire of BCS's sponsors and suppliers. The athlete has the right to dispute or appeal this ruling according to the policies of BCS and has the right to take his/her appeal to the SDRCC, if they so choose

## **9. Disputes and Appeals**

BCS administers the operation of the National Team and related programs and is responsible for the day-to-day requirements of BCS teams, coaches, team managers and support staff:

- a. In the normal course, communications from the Athlete and related support staff shall be directed to the National Office of BCS.
- b. While the Athlete is participating as a member of the National Team and is attending a competition or training camp, communication between the Athlete and BCS shall be through the following priority of personnel: 1. Head Coach 2. Program Manager and/or 3. Team Manager. The Athlete shall attempt to resolve any problems that do arise at competitions and training camps with the staff as previously prioritized;
- c. If the Athlete encounters a problem that cannot be resolved with the Head Coach, Program Manager and/or Team Manager, the Athlete will communicate that problem to the National Office of BCS.

- d. The Athlete is responsible for trying to resolve with the National Office of BCS any problems that arise.
- e. If the matters in dispute between the Athlete and BCS can not be resolved, BCS and the Athlete agree that alleged breaches of this Agreement by either party, disputes relating to the implementation or interpretation of this Agreement, disputes relating to selection, disputes relating to the Athlete's conduct in violation of this Agreement and of the Athletes' Code of Conduct and any disputes over sanctions or discipline measures effecting the Athlete's right to participate in training or competition as a National Team Member shall be dealt with pursuant to the BCS Dispute Policy or BCS Appeal Policy. If further resolve is necessary the Athlete shall have access to independent arbitration through the Sport Dispute Resolution Centre of Canada (SDRCC) with respect to any dispute the Athlete may have with the NSO.
- f. The Athlete may request at any time during a dispute or an appeal that a member of the Athletes' Council may assist or communicate on their behalf to the Committee;
- g. Notwithstanding the foregoing, the BCS Dispute Policy and Appeal Policy shall not be used to resolve issues or sanctions associated with doping infractions pursuant to the Canadian Policy on Doping in Sport.

The Athlete confirms that he/she has read and understood the BCS Dispute Policy and BCS Appeal Policy. More specifically, the Athlete acknowledges that by signing this Agreement the Athlete agrees to be bound by the provisions and procedures contained in the BCS Dispute Policy and the BCS Appeal Policy and specifically accepts the restrictions regarding appeals and the express waiver of the Athlete's right to submit any dispute seeking a determination on a question of either fact or law to a Court of competent jurisdiction.

#### **10. Proper Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

#### **11. Independent Legal Advice**

The Athlete confirms that it has been recommended to the Athlete that the Athlete consult with a solicitor and obtain independent legal advice prior to the execution of this Agreement. The Athlete confirms to BCS that (a) he or she has obtained independent legal advice, or in the alternative, (b) that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so. The Athlete confirms that he or she has signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

#### **12. Entire Agreement**

In this Agreement, the term "Agreement" shall mean this document together with all the Schedules attached hereto and the additional Documents identified below. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, and there are no other warranties, agreements or representations between the parties except as expressly set forth herein.

The attached hereto are an integral part of this Agreement (others may be added to assist clarity):

1. Schedule "A" Athlete's Code of Conduct
2. Schedule "B" Bobsleigh CANADA Skeleton Sponsorship Agreements

The following Documents and others are available:

- Bobsleigh CANADA Skelton website  
<http://www.bobsleighcanadaskelton.ca/PoliciesAndProcedures.aspx>
- or links to other agencies <http://www.bobsleighcanadaskelton.ca/HelpfulInfo.aspx>
- or upon request by the Athlete. In either event, they form an integral part of this Agreement.

1. *Bobsleigh CANADA Skeleton Dispute Policy*
2. *Bobsleigh CANADA Skeleton Appeal Policy*
3. *Canadian Policy on Doping in Sport and the Guide to Drug-free Sport from the Canadian Centre for Ethics in Sport*
4. *FIBT Doping Control Policy*
5. *IOC Doping Control Policy*
6. *BCS Equipment Policy*
7. *Sponsorship Properties Agreement*

### **13. General**

- a. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force.
- b. This Agreement is binding on the Parties and their heirs, executors, administrators, representatives and assigns.
- c. The parties hereto have required that this Agreement and related documents be drafted in English and French. Les parties aux présentes ont exigé que ce contrat et les documents y afférents soient rédigés en anglais et en français.

### **14. Athlete Carding Declaration**

I hereby declare that in return for any financial assistance provided by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet *Athlete Assistance Program Policies, Procedures and Guidelines* and my Athlete / NSO Agreement. I agree to refund any financial assistance provided to me that was improperly received after the date of ineligibility should my eligibility status change or my carded status be withdrawn. Refunds of financial assistance shall be made to the Receiver General of Canada.

I, \_\_\_\_\_ (print name), have read, understand and agree to the information outlined in this document.

### **BOBSLEIGH CANADA SKELETON**

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**Don S. Wilson**  
**Chief Executive Officer**  
**Bobsleigh CANADA Skeleton**

### **ATHLETE**

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**Athlete Signature**

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**Witness**

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**Date**

## **SCHEDULE "A"**

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### **ATHLETES' CODE OF CONDUCT**

Athletes representing the National Bobsleigh and Skeleton Team are expected to conduct themselves in a dignified and responsible manner at all times, maintaining respect and consideration towards the public, the coaches and other athletes.

This code outlines the expectations and obligations regarding behaviour during all National Team activities. Infractions of the BCS Code of Conduct will result in the imposition of disciplinary sanctions that are reasonable and proportionate to the indiscretion in conduct being addressed.

Enforcement of the Code of Conduct may be the responsibility of the National Coach or the team leader for that specific team and shall be conducted as per the BCS Dispute policy.

The following are the Base Elements of the Standard of Conduct to which team members should hold themselves to for the betterment of the team and it is expected that all team members will conduct themselves in the following manner while representing themselves and Bobsleigh CANADA Skeleton:

1. Conduct oneself in a manner which is conducive to high performance sport and the attainment of personal and team performance goals;
2. Sportsmanship and Fair Play: In all practice and competition situations, team members are expected to perform to the best of their ability, within the context of the specific rules of the sport. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a team member's basic philosophy and attitude;
3. Attitude: There is an expectation that all Team members will be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions;
4. Language: The use of profane or improper language is not acceptable. Any loss of decorum while representing the team reflects poorly on the individual as well as BCS;
5. Comply with all reasonable and proper requests from officials of BCS;
6. While in team accommodations, Team members will respect the privacy and comfort of their fellow Team members and other residents, in particular those Team members and residents still involved in competition. Team members shall comply with the directions of their Coach, Team Manager and other Team Management;
7. Team members will respect the authority of officials from the National Bobsleigh and Skeleton Team, and international competition officials, and must behave with sportsmanship, decorum and dignity;
8. When in public whilst representing the National Team, especially when dressed in elements of the Team uniform, Team members shall display politeness and general courtesy to all members of the public;

At team functions, Team members are to wear designated team uniform, unless otherwise advised. In giving pre-arranged interviews with media, Team members are required to wear team jacket, team tracksuit, or the team shirt.

The following behaviour is unacceptable and will not be tolerated. Based upon the severity and the frequency of any of the actions that contravene the BCS Code of Conduct, the team member will be dealt with according to the BCS Dispute Policy:

1. Any action that would impair the ability of the individual or athlete to meet the high performance sport expectations of the athlete or team;
2. Any harassment, based upon age, sex, race, colour, religion, national origin or physical condition will not be tolerated;
3. Any violation of doping regulation as defined by IOC, WADA, CCES, COC, FIBT and/or BCS;
4. The wilful abuse of any property including but not limited to vehicles, hotel rooms and team equipment. Any Team member who damages or contributes to damage of property must report this to the Team leader. Team members may be responsible for the cost of repairing damage they have caused;
5. Any action or conduct that would, unreasonably disrupt or interfere with a competition or training camp, or is detrimental to the reputation or image of BCS;
6. The breaking of curfew regulations as agreed to by the National Coach or team leader directly responsible for that team;
7. Any involvement with illegal drugs;
8. Any consumption of alcohol by underage athletes;
9. Any abusive use of alcohol;
10. Any illegal activities, including committing an act that is considered an offence under any law in the jurisdiction in which the act took place;
11. Any use of illegal equipment or illegal performance enhancing activity as defined by FIBT or BCS, whether in training or competition;
12. Any divulgence of information about training techniques or technical information to any unauthorized persons.

Based upon the BCS Dispute Policy contravention of the Code of Conduct may result in, but not limited to, any of the following disciplinary sanctions: applied singularly, in combination and in any order of sequence for the infraction:

- a. Verbal reprimand;
- b. Written reprimand to be placed in individual's file;
- c. Verbal apology;
- d. Hand delivered written apology;
- e. Team service or other voluntary contribution to BCS;
- f. Suspension from certain BCS events, which may include suspension from the current competition or from future teams or competitions;
- g. Levy of a fine up to \$1000;
- h. Suspension of all BCS or Sport Canada funding;
- i. Suspension from certain BCS activities (teams, coaching or officiating) for periods of up to three years;
- j. Suspension from all BCS activities for periods of up to three years;
- k. Expulsion from BCS;
- l. Other sanctions as may be considered appropriate for the offense.

## **SCHEDULE "B"**

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### **BOBSLEIGH CANADA SKELETON SPONSORSHIP AGREEMENTS, May 2011**

Company: **VISA Canada**

Designation: **"Supporting Sponsor" Canadian National Men's and Women's Bobsleigh**

**and Skeleton Team**

Direct Industry/Category Exclusivity: **Payment Services and Financial Services**  
Contract Completion Date: **March 31, 2012**

Company: **Dow Chemical**

Designation: **Supporter Sponsorship, Canadian Sliding Sports**

Direct Industry/Category Exclusivity: **Chemicals, Plastics, Chemistry and Agricultural Chemistry**

Contract Completion Date: **May 31, 2013**

Company: **KBC America Inc.**

Designation: **Official Supplier of Bobsleigh Helmets**

Direct Industry/Category Exclusivity: **Bobsleigh Helmets**

Contract Completion Date: **July 31, 2014**

Company: **adidas Group**

Designation: **Official Supplier, Team, Competition and Performance Wear, Bobsleigh CANADA Skeleton**

Direct Industry/Category Exclusivity: **headwear, footwear, gloves, team wear, competition wear, performance wear and training wear**

Contract Completion: **March 31, 2015**

Company: **Therapeutica Inc.**

Designation: **Product Supplier of Sleeping Pillows**

Direct Industry/Category Exclusivity: **Sleeping Pillows**

Contract Completion Date: **August 31, 2011**

Company: **Schenker Canada Ltd**

Designation: **Supporting Sponsor, Supplier of Logistic Services**

Direct Industry/Category Exclusivity: **Shipping/Logistics/Customs**

Contract Completion Date: **December 31, 2011**

Company: **Eurotech/Viking Engineering**

Designation: **Supporting Sponsor, Supplier for Bobsleigh Manufacturer and Equipment Maintenance Services**

Direct Industry/Category Exclusivity: **Bobsleds, Bobsleigh Runners, Bobsleigh Maintenance**

Contract Completion Date: **March 31, 2014**