

FIELD HOCKEY CANADA'S NATIONAL TEAM PROGRAM ATHLETE AGREEMENT

BETWEEN:

FIELD HOCKEY CANADA ("FHC")

AND _____ ("**ATHLETE**") OF

WHEREAS FHC is recognized by the International Hockey Federation ("FIH"), the Canadian Olympic Committee and the Government of Canada as the sole governing body of the sport of field hockey in Canada;

AND WHEREAS FHC organizes a National Teams Program through the National Team programs and their related professional staff to prepare national field hockey teams comprising identified athletes who are committed as FHC is, to a world-leading program and enter a National Team into competition that achieves the best international results it possibly can;

AND WHEREAS FHC employs National Coaches, Assistant Coaches and a Manager High Performance to manage the National Teams Programs;

AND WHEREAS the ATHLETE has exceptional and unique knowledge, skill and ability in the sport of field hockey and wishes to compete for Canada as a member of the FHC's National Team.

AND WHEREAS FHC and the ATHLETE wish to, between them by establishing their respective obligations. Execution of this Agreement means that both parties understand the mutual obligations set out in this Agreement, including their mutual responsibility to comply with requirements of external sport governance bodies including the International Olympic Committee ("IOC"), the International Federation (FIH), the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA");

AND WHEREAS the Government of Canada Athlete Assistance Program ("AAP") also requires that these obligations be set forth in a written agreement, where the ATHLETE is a recipient of AAP assistance;

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES (FHC and the Athlete) AGREE AS FOLLOWS:

1. TERM AND SCOPE OF THE AGREEMENT

1. This Agreement is effective from [May 1, 2026] to [May 31st, 2027].
2. The Athlete is a member of the National Team for the duration of this Agreement.



2. RELATED POLICIES AND AGREEMENTS

The parties agree that the policies and agreements listed in this section are integral to the Athlete and Field Hockey Canada relationship and are linked here as appendices to this Agreement. FHC agrees to make these available to the Athlete, either online or in hardcopy, and the Athlete agrees to follow these policies.

All general FHC policies applicable to FHC and the Athlete are contained on this page of FHC's website: <https://fieldhockey.ca/about-us/governance/policies/>

All Athlete specific policies are contained on this page of FHC's website: <https://fieldhockey.ca/athlete-documents/>

From time to time, FHC's existing policies may be updated or changed and the Board of Directors of FHC may approve new policies. This Agreement contains the most recent policies at the time of signing. FHC will inform the Athlete of any changes to applicable policies and agreements and will always have the most current version of its policies available on the FHC website.

3. DEFINITIONS

Unless otherwise stated, in this Agreement:

"AAP" means Sport Canada's Athlete Assistance Program; also referred to as "carding";

"Agreed Upon Training Plan" means a schedule of mandatory training programs and competitions tailored to the individual needs of the Athlete to progress towards achieving agreed upon objectives and goals of the Athlete and National Team;

"Agreement" means this written agreement;

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

"Athlete Commercial Agreement, or 'ACA'" means a separate and optional contract entered into between the FHC and Athlete detailing obligations of the parties in furthering their commercial and non-commercial mutual interests;

"AthletesCAN" means the association of Canada's National Team athletes;

"Athletes' Council" means a group of Athlete Representatives, usually from diverse genders, disciplines and classifications, governed by written or unwritten terms and elected or selected to meet, discuss and communicate positions and feedback representing all athletes in the sport governed by FHC;



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

“Athlete Representative” means the athlete or athletes elected or selected to act as a representative of all athletes within the sport governed by FHC at decision-making bodies such as committees or FHC’s Board of Directors, and may include Athletes’ Council members;

“Athlete Sponsor” means any entity, whether characterized by Athlete as a sponsor, supplier, licensee or otherwise, with whom the Athlete has a contract to use, market, advertise, or promote their products or services;

“Prohibited Substance” means those substances and methods listed in the World Anti-Doping Agency’s Prohibited List, as incorporated into the Canadian Anti-Doping Program.

“Business Day” means Monday through Friday, from 9am to 5pm Pacific Time, and excludes weekends and public holidays;

“CADP” means the Canadian Anti-Doping Program;

“COC” means the Canadian Olympic Committee;

“CSSP” means the Canadian Safe Sport Program;

“Default Notice” means a written document given by one party to this Agreement to the other party that outlines particulars of an alleged default (failure to conform to obligations under this Agreement) and how the situation can be remedied. Providing Default Notice is the first step in the dispute resolution procedure (see the Dispute Resolution Method section);

“Designated Contact” means the individual designated by FHC as the Athlete’s main contact for questions, concerns and communication regarding this Agreement;

“Fee Schedule” means the schedule of when an Athlete will have to pay any fees or costs associated with participation on the national team, and the amount;

“FIH acronym” means the FIH, which is the International governing body for the sport of field hockey;

“HPD” means High Performance Director;

“HPP” means High Performance Program;

“IOC” means the International Olympic Committee;

“IST” means Integrated Support Team and is a multi-disciplinary team of sport science, sport medicine and sport performance professionals including experts in exercise physiology,



mental performance, biomechanics, performance analysis, nutrition, strength, conditioning, medicine, physical therapy, massage therapy, and sport administration;

“Major Games National Team” means the athletes, coaches and necessary support staff selected to form a Canadian team for an Olympic, Paralympic, Commonwealth, Pan or Parapan American, or Federation internationale du sport universitaire (FISU). This term is not limited to athletes receiving AAP;

“Marketing Rights” means promotional and advertising rights to photographs, video or film images, or other likenesses or images of the Athlete, Athlete’s image, voice, name, personality, likeness and fame gained in field hockey as a member of the FHC’s National Team to promote the FHC and its high-performance program and athletes, and includes all Athlete images whether captured in competition, training or other FHC Sanctioned Activities used in any media whatsoever (print, video, digital, social, etc.);

“National Team” means the athletes, coaches and necessary support staff selected to form a Canadian team for an international competition (may include World Cups, international opens, or other particularly meaningful events). This term is not limited to athletes receiving AAP;

“Non-Commercial Use” means any use of Marketing Rights by FHC solely for the purposes of promoting FHC using FHC marks on a stand-alone basis, or in conjunction with non-commercial third parties such as FIH marks or FHC / PAHF / FIH event marks, but not affiliated or attached to any FHC partner promotion, activation or activity;

“NSO Sanctioned Activities” means all FHC training camps, competitions, fitness testing, FHC or FIH / PAHF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;

“NSO Sponsor” means any entity, whether characterized by FHC as a sponsor, supplier, licensee or otherwise, with whom FHC has a contract to use, market, advertise, or promote their products or services;

“Personal Equipment” means equipment provided by the Athlete or the Athlete Sponsor;

“Personal Information” means information collected about an identifiable individual, which may include but is not limited to information concerning:

- Name
- Address
- Gender
- Age
- The physical or mental health of an individual;
- any health service provided to an individual; or
- the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual.



“**Privacy Officer**” means the person responsible for privacy within FHC;

“**IPP**” means the document provided to the Athlete by FHC to track the status of progress of the Athlete’s yearly training plan on a regular basis;

“**Team Uniform and Equipment**” means uniform and equipment provided by the NSO or through an NSO Sponsor;

“**SDRCC**” means the Sport Dispute Resolution Center of Canada;

“**UCCMS**” means the Universal Code of Conduct to Prevent and Address Maltreatment in Sport;

“**WADA**” means the World Anti-Doping Agency

“**YTP**” means Yearly Training Plan

4. OBLIGATIONS

A. Team Selection & Eligibility

FHC shall:

- a. Approve, publish and communicate to the ATHLETE, talent athlete identification criteria for the National Teams Program, selection criteria for designated national teams, and selection criteria for the AAP. These criteria will be published on the FHC website annually and remain there throughout the year. Any changes to the selection criteria will be communicated to the carded athletes at least three (3) months prior to a major competition, e.g., Pan Am Games, World Cup and ten (10) months prior to the next carding cycle;
- b. Invite, select, prepare and operate national teams of athletes, coaches and other support staff to represent Canada in international field hockey competitions in accordance with the strategic plan, budget and policies of FHC in effect from time to time;
- c. Recommend qualified Athletes for financial support under the AAP, and thereafter as requested, provide guidance to each carded ATHLETE in order for the ATHLETE to receive the benefits to which he or she is entitled.
- d. Provide the ATHLETE with three weeks written notice via email of any change to or withdrawal of AAP financial support;
- e. Plan and manage training programs and competitive activities for the ongoing development of all ATHLETES and the National Teams Program in accordance with the strategic plan, budget and policies of FHC in effect from time to time;



- f. Communicate the team selection and eligibility criteria by posting it online at FHC's website: website (<https://fieldhockey.ca/athlete-documents/>) in accordance with this Agreement;
- g. Not make changes to any policies, rules and regulations regarding an athlete selection after the selection process has been published or up until the selection period commences unless there are circumstances that could be defined as a force majeure;
- h. publish any changes to its rules and regulations through the usual communications of the FHC in accordance with this Agreement;
- i. conduct selection of members to all National Teams in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
- j. notify athletes individually of selection or non-selection to FHC teams and provide reasons in writing, and within a reasonable timeframe for athletes to initiate the FHC's internal appeal process, if necessary;
- k. protect the Athlete's eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of FHC, FIH or other party and informing the Athlete if any proposed activity, communicated by the Athlete to FHC, appears to be in violation of such eligibility rules; and
- l. within all applicable timelines, register the Athlete or perform all necessary tasks for the Athlete to compete at all PAHF, FIH or IOC sanctioned events that the Athlete is entitled to compete at, and agrees to compete at, subject to this Agreement and duly published FHC eligibility and selection criteria for National Teams or Major Games National Teams.

The Athlete Shall:

- a. warrants that he or she is a Canadian citizen or is otherwise eligible to compete representing FHC and Canada. If the Athlete's status changes, the Athlete will immediately inform the FHC's CEO or Designated Contact;
- b. will make best efforts to be aware of and comply with all policies, rules and regulations of FHC, which may change from time to time and are posted online at: <https://fieldhockey.ca/athlete-documents/> and are further communicated to the Athlete with an obligation on the Athlete to provide receipt of the communication;
- c. will make best efforts to be aware of and comply with all FHC, COC, PAHF, FIH, or other applicable eligibility requirements; and
- d. will notify the Designated Contact immediately of any circumstance which may affect their eligibility, for example, an injury or other legitimate reason that will prevent the Athlete from attending an event for which they have been selected.



B. Uniforms and Equipment

FHC shall:

- a. provide Team Uniform and Equipment for National Team events or designate such items to be provided by FHC's Sponsor;
- b. ensure that all uniforms adhere and comply to the uniform tournament regulations as defined by FIH, PAHF, IOC
- c. ensure that any changes to uniform regulations regarding personal wear by FIH, PAHF, IOC, are communicated within 7 days of being received to all athletes.
- d. seek feedback from the Athlete Representatives and/or Athletes' Council and the Athlete regarding the Team Uniform and Equipment, including material and design at least three (3) weeks before such items are ordered by FHC or FHC's Sponsor;
- e. implement the Team Uniform and Equipment feedback, subject to criteria appropriate in the circumstances including level of consensus among athletes, cost, available options and timelines; and
- f. pay for and modify Team Uniform and Equipment if the parties agree a modification is required to accommodate a reasonable need of the Athlete including a disability or performance need. A reasonable modification request will not be withheld. If the request is denied by FHC, FHC will provide written reasons for the decision;
- g. make best efforts to accommodate personal sponsorships secured by the athlete that meet the requirements set out by the FHC

The Athlete shall:

- a. wear and/or use the Team Uniform and Equipment;
- b. provide feedback to FHC regarding the Team Uniform and Equipment, including material and design at least one (1) week before such items are ordered by FHC or FHC's Sponsor;
- c. communicate any required modifications to the Designated Contact as needed or when FHC seeks Team Uniform and Equipment feedback and provide evidence of such needs if requested by FHC; and
- d. respect the rules set out by FHC on what equipment items, as well as location on those items, that the athlete can secure personal sponsorship for.
- e. Comply with all uniform and logo regulations as defined by the tournament regulations set by FIH, PAHF, IOC regarding personal wear. This would include, but is not limited to, all undergarments, headgear, arm gear, jewelry.
- f. Comply with all equipment and logo regulations as defined by the tournament regulations set by FIH, PAHF, IOC. This would include all personal protection, sticks and all Goalkeeper protective gear.
- g. Pay any personal fines charged by PAHF, FIH, IOC resulting from non-compliance on personal items.

C. Training and Competition

FHC shall:

- a. present an annual schedule of mandatory training programs and competitions (YTP). In line with the Government of Canada's criteria for high performance, this plan is tailored to



- meet world class performance expectations and is developed in line with approved board budgets;
- b. outline the clear need for the individual to strive for world class performance and support identified athletes to progress towards achieving agreed upon objectives and goals of the Athlete and National Team (the YTP). The plan will be developed in consultation with the Athlete and the Athlete's coaches;
 - c. manage the YTP Training Plan;

The Athlete shall:

- a. consult with the National Team coach or Designated Contact to discuss any individualized approach (e.g. playing within the professional club environment another country) to develop the YTP, and present for FHC's approval, proposed changes to the YTP, if any, as soon as the circumstances permit;
- b. not unreasonably withhold his or her approval of proposals by FHC to make changes to the agreed YTP;
- c. demonstrate commitment to the YTP and provide the National Team coach and /or Designated Contact with a completed progress report and updates;
- d. will not participate in any competitions where federal government sport policy has determined that participation is not permitted. Should the federal government determine that a competition should not be attended due to policy, this will be communicated to FHC, who will then be required to communicate this information to the athlete.
- e. If the Athlete has AAP status and fails to submit the Regular Training Reports as and when required, the NSO may, as per Sport Canada policy, make a recommendation to Sport Canada to have the Athlete's AAP status withdrawn with reasons and appropriate due process

D. Information and Privacy

FHC Shall:

- a. designate a Privacy Officer and communicate that designation and any changes to the designation to the Athlete as soon as the circumstances permit;
- b. collect Personal Information from the Athlete;
- c. communicate to the Athlete which recordings, technology, tactics, methods, logistics or other information that FHC deems confidential as soon as the circumstances permit;
- d. protect all information gathered in relation to the Athlete;
- e. not disclose any information about the Athlete to outside parties without consent of the Athlete, unless required to do so by law; and
- f. inform the athlete of a privacy breach once discovered and no later than 48 hours of the breach.

The Athlete shall:

- a. provide FHC with any Personal Information required to confirm the eligibility of the Athlete;



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

E. Communication

FHC shall:

- a. assign a Designated Contact for the Athlete;
- b. ensure that the Designated Contact or an alternate FHC staff person is available for communication each business day the FHC is open for business, and will respond within seven (7) days;
- c. communicate both orally and in writing in the official Canadian language of the Athlete's choice;
- d. communicate in a timely manner, using appropriate methods such as Team Snap, telephone, or through video messaging and FHC's MS Teams suite or other methods depending on the nature of the communication and the Athlete's expressed communication preferences;
- e. respond to the Athlete correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties, and given they do not exceed the timeframe in subsection 14(b); and
- f. notify the Athlete forthwith by e-mail if there are any changes made to the FHC's policies or agreements, and post all new or updated FHC policies, agreements, or general updates on FHC's website.

The Athlete will:

- a. provide FHC with an up-to-date e-mail address that accepts file attachments, and that the Athlete will make reasonable efforts to check at least once every seven (7) days;
- b. provide FHC with the required information to communicate by some other reasonable method of communication should the Athlete so choose;
- c. respond to FHC's correspondence and communication as soon as the circumstances permit, depending on the nature of the communication and meet any deadlines for responding provided they have been mutually agreed upon by the parties; and
- d. provide notice of receipt by e-mail or electronic signature of notice from FHC within seven (7) business days. If the Athlete does not provide notice of receipt after seven (7) business days, the Athlete is deemed to have acknowledged and understood the policy or agreement changes.

F. Medical and Injury

In the event of an Injury or Illness of the Athlete, FHC will:

- a. where possible, assist the Athlete in maintaining health or returning to health.



- b. make every effort to contact the Athlete's emergency contact prior to medical treatment being initiated in the event of a serious medical situation where the Athlete lacks legal capacity to make healthcare decisions arising while the Athlete is training or competing.

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

- a. notify the National Coach and/or Designated Contact verbally within 24 hours, and the Designated Contact in writing within 48 hours, or as soon as possible thereafter, of becoming aware of any injury or illness that might prevent the Athlete from fulfilling any obligations under this Agreement;
- b. provide FHC with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
 - o date or estimated the injury or illness was incurred;
 - o nature of the injury or illness, and whether it is an overuse or chronic injury;
 - o rehabilitation protocol, if any;
 - o amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
 - o expected date for return to full training and full recovery; and
- c. follow a recovery and rehabilitation program for the injury or illness that prevented the Athlete from fulfilling obligations under this Agreement, approved by the Athlete's personal physician and, at the FHC's discretion, an FHC designated medical doctor, to ensure his or her return to training and/or competition in a safe and timely manner.
- d. Provide a medical certificate from the prescribing doctor, for any medical devices that are required for use during FIH, PAHF, IOC tournaments. This includes, but is not limited, to joint protection and face masks
- e. Consult a list of eligible health professionals with the ability to provide FHC with a certificate describing the injury or illness – this list is a suggestion and is not limited to the following:
 - o Medical doctor
 - o Physiotherapist
 - o Massage therapist
 - o Athletic therapist
 - o Psychiatrist
 - o Psychologist

G. Anti-Doping

FHC Shall:

- a. ensure that the Athlete receives timely communications from Sports Integrity Canada, FIH, WADA, IOC, IPC or other bodies regarding interpretations of and changes to the anti-doping rules the Athlete is subject to;
- b. promote an environment and culture of clean sport;
- c. ensure procedural fairness, no unreasonable violations of the Athlete's rights to privacy and a just and fair process; and
- d. as soon as the circumstances permit, communicate to the Athlete the name of any athlete, coach, IST or other person known to be involved, likely to be involved, or desiring to be



involved in the NSO's activity, and under sanction by FHC or an anti-doping agency for a doping-related offence, or who the Athlete is prohibited from associating with by the CADP or WADA.

The Athlete will:

- a. comply with the anti-doping rules of the FIH, IOC, Sports Integrity Canada and FHC, including submitting to announced and unannounced doping control when required by the FIH, IOC, Sports Integrity Canada, FHC and WADA or any other agency authorized to conduct testing;
- b. complete the Sports Integrity Canada online anti-doping courses, Clean Sport or Clean Sport Review, and Sport Canada - Athlete Assistance Program designated courses, at the beginning of each new carding cycle;
- c. participate, if asked by FHC to do so, in any doping control and/or education program developed by FHC in co-operation with Sport Canada and the CCES;
- d. Complete the Sports Integrity Canada Competition Manipulation course every two years
- e. abide by the CADP as administered by Sports Integrity Canada
- f. refuse to enter into any relationship with a coach, IST or person who the Athlete knows is under sanction by FHC or an anti-doping agency for a doping-related offence;
- g. not use prohibited substances that contravene the rules of the IOC, IPC, FIH or the CADP; and
- h. not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

H. Funding and Financial

FHC Shall

- a. provide an estimated Fee Schedule to the Athlete that the Athlete will be required to pay to FHC during the term of the Agreement and will invoice the Athlete from time to time, with notice, for additional fees based on the actual costs incurred to FHC
- b. provide an estimated amount that the Athlete will be required to pay approximately to cover their own sport expenses during the term of this Agreement on mandatory events and optional events typically attended by National Team athletes; and
- c. inform the Athlete as soon as possible after FHC has knowledge of any changes to the fees as set out in the Fee Schedule, and will give the Athlete additional time, as the circumstances require.
- d. Set up payment packages as appropriate in Field Hockey Canada's Registration and Event Database (F-RED)

The Athlete will:

- a. review any Fee Schedule provided to them as soon as possible after it is received;
- b. pay the fees within 30 days of being provided notice by FHC, except as set out in paragraph or as the circumstances require; and



- c. reimburse additional expenses incurred by FHC on behalf of the Athlete within 30 days of receiving an invoice for those expenses or as the circumstances require

I. Commercial

The Athlete and FHC agree that:

- a. both parties have significant mutual interests in the promotion and independent commercial success of both FHC and the Athlete;
- b. it is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party;
- c. the Athlete and FHC may enter into a separate Athlete Commercial Agreement (the “ACA”); and
- d. FHC will only offer the separate ACA to the Athlete once this Agreement is executed.

If the Athlete and NSO do not enter into a separate ACA, the Athlete agrees and gives consent to FHC to use the Athlete’s Marketing Rights within the Term of this Agreement solely for Non-Commercial Use, and FHC and Athlete agree that such consent does not extend to FHC Sponsors.

- a. FHC and Athletes are free to negotiate and enter into one or more commercial agreements independently if no separate Athlete Commercial Agreement (“ACA”) is agreed to, so long as FHC clearly provides sponsorship and commercial agreement policies for the athletes so that the athletes are aware of what properties they may or may not negotiate a contract for, including available uniform items and logo spaces, and possible length of contract.

J. Athlete Assistance Program (AAP)

FHC Shall:

- a. publish criteria for the selection of athletes to the AAP 8 months before the start of the AAP eligibility cycle, as per AAP policy)); and
- b. nominate all eligible athletes for AAP and ensure those Athletes approved for carding receive all the benefits to which they are entitled under the AAP

If receiving AAP, the Athlete will:

- a. participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada for up to two working days per year as requested;
- b. comply with AAP policies and procedures, including Sport Canada and Federal government policies (e.g. Canadian Policy Against Doping in Sport, the Cannabis Act, the “UCCMS”), and those dealing with Sport Canada AAP Decisions as described in Section 13 of the AAP Policies and Procedures available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>
- c. actively participate in all Sport Canada program evaluation activities, including the Status of the Athlete Study. The Athlete will cooperate fully in any evaluation that may be conducted by the



Minister or anyone authorized to act on the Minister's behalf. The Athlete will also provide such data as considered necessary for the proper conduct of the evaluation; and

- d. notify the Designated Contact, at the earliest possible date, of the Athlete's intention to retire so that the NSO may advise Sport Canada to cease AAP payments. The Athlete will refund any AAP payments to Sport Canada received after the Athlete has ceased training.
- e. FHC and the Athlete agree that the procedure for withdrawal of AAP status of the Athlete is outlined in Sport Canada's Athlete Assistance Program Policy and Procedures manual available online at: <https://www.canada.ca/en/canadian-heritage/services/funding/athlete-assistance.html>

K. Dispute Resolution Method

- a. FHC will provide a hearing and/or appeal procedure with respect to any dispute between the Athlete and FHC that conforms with the principles of natural justice and procedural fairness, with respect to any dispute between the Athlete and FHC which does not arise from the application of the UCCMS. This procedure shall include access to an internal appeal process, as well as a clearly outlined pathway to independent arbitration through the SDRCC, including reasonable time limits to do so. The details of this procedure will be published by FHC https://fieldhockey.ca/wp-content/uploads/2023/02/FHCDisciplineandComplaints-02_23_2023.pdf
- b. Where one of the parties to this Agreement alleges that the other party has failed to conform to their obligations under this Agreement, the parties agree:
 - I. the one party will notify the other party in writing of the particulars of the alleged default (the "Default Notice");
 - II. to indicate in the Default Notice, the steps to be taken to remedy the situation, and set out a reasonable period of time within which steps may be taken;
 - III. that if the party receiving the Default Notice remedies the situation within the specified period of time, the dispute will be considered resolved and neither party will have any recourse against the other concerning the matter alleged: and
 - IV. that the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out and the party that gave the Default Notice still wishes recourse against the other concerning the matters alleged to comprise the default, that party will file an appeal through the process set out in the [FHC Appeals Policy – https://fieldhockey.ca/wp-content/uploads/2023/02/FHCAppealPolicy-02_23_2023.pdf].
- c. The parties agree that the giving of the Default Notice by a party will not prevent that party from later asserting that the default was so fundamental as to amount to a repudiation of this Agreement

L. Notice

- a. Any notice required or permitted to be given to the Designated Contact by the Athlete under this Agreement will be done in accordance with of this Agreement. Notice will be executed

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by delivery by courier to the NSO at 6111 River Road, Richmond, BC or delivery by e-mail to the National team head coach or designate with the Manager of Operations on copy at ccampbell@fieldhockey.ca

- b. Any notice required or permitted to be given to the Athlete by FHC under this Agreement will be done in accordance with this Agreement. Notice will be executed by delivery by courier to the Athlete at their physical address or by delivery by e-mail to the identified Athlete e-mail

M. Canadian Safe Sport Program (CSSP):

FHC shall:

- a. Expressly accept and adopt the CSSP and comply with the rights, obligations and responsibilities as outlined in the Adoption Contract (<https://sportintegrity.ca/safesport>);
- b. Ensure that all FHC policies, procedures or other actions are consistent with the UCCMS and the CSSP Rules;
- c. Ensure that none of this Agreement, any other FHC policy, procedure or other action, are used by FHC to restrict the Athlete's ability to exercise their rights, protections or responsibilities under the CSSP Rules;
- d. Obtain the informed consent of the Athlete to be subject to the CSSP Rules and its administration and enforcement processes through the Sports Integrity Canada's mandatory Safe Sport 2025 e-learning and track the completion of this training;
- e. Refer to Sports Integrity Canada on all applicable matters relevant to the CSSP Rules so that they may be addressed in accordance with the administration and enforcement under the CSSP Rules;
- f. Provide periodic safe sport and/or dispute resolution training opportunities to the Athlete and everyone interacting with or making decisions affecting the Athlete;
- g. Distribute and/or facilitate access, in a timely manner relevant information, tools, services and resources made available from time to time by Sports Integrity Canada for participants under the CSSP Rules, including the Athlete;
- h. Fully cooperate in good faith as part of any process related to the administration and enforcement of the CSSP Rules; and
- i. Ensure that any sanctions or provisional measures which are imposed in accordance with the CSSP Rules, are implemented, respected, and adhered to.

The Athlete will:

- a. Familiarize themselves with the UCCMS and the CSSP Rules through the completion of the mandatory Safe Sport 2025 e-learning module and consent;
- b. Act in a manner consistent with the CSSP Rules; and
- c. Fully cooperate in good faith as part of any relevant process for which Athlete participation is required in relation to the administration and enforcement of the CSSP Rules.

N. Insurance

- a. This section establishes the Athlete's options for insurance and the level of insurance coverage provided by FHC.



- b. Through membership of the association as a Registered Participant, the Athlete is covered in all sanctioned training and competitive activities within Canada by FHC's standard sport accident insurance policy
<https://fieldhockey.ca/wp-content/uploads/2022/05/FIELD-HOCKEY-CANADA-Sport-Accident-Summary.pdf>
- c. FHC provides emergency travel insurance for all sanctioned training and competitive activities outside of Canada. This covers health emergencies but does not extend to damaged luggage or other non-health related emergencies
- d. The Athlete and FHC acknowledge that the Athlete is eligible to purchase group insurance coverage under the AthletesCAN benefits plan
(<https://athletescan.ca/bbd-health-and-dental-plan/>)
by contacting AthletesCAN.

O. Assumption of Risk

- a. The Athlete agrees that participation as a National Team member exposes the Athlete to substantial risk and danger. With the pursuit of excellence and the drive to achieve results being a common element motivating all competitive athletes, the likelihood of suffering personal injury on the part of the Athlete is both real and probable. By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks and dangers (the "Assumed Risk").
- b. FHC will reduce the Assumed Risk through risk management, including the implementation of a risk registry and annual collaborative efforts to ensure this reflects all risks within the athlete environment

P. Termination

This section outlines the circumstances in which this Agreement may be terminated by the Athlete and FHC

The Athlete:

- a. may terminate this Agreement at any time by providing written notice of termination to FHC;
- b. understands and agrees that in terminating this Agreement, the Athlete loses all rights, benefits and privileges of participation on the National Team, including payments under the AAP, and the right to compete internationally at FIH, IOC or PAHF sanctioned events.

FHC may terminate this Agreement, by providing written notice, prior to its scheduled expiry if the Athlete:

- a. has been found guilty by Sports Integrity Canada, WADA, or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
- b. the limitation period for an appeal has passed or the Athlete has appealed and the appeal has been decided; and
- c. the sanction against the Athlete was not reduced;
- d. has been convicted of a violent criminal offense; or
- e. has become ineligible to represent FHC.



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

Q. Governing Law

This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia;

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 and effect;

R. General Provisions

- a. FHC will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Representative(s) prior to board approval and distribution of the draft to athletes;
- b. 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.
- c. This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
- d. This Agreement should be provided by FHC to the athlete with at least one (1) month for the athlete to review and seek independent legal advice if needed prior to the deadline to sign this Agreement.
- e. The athlete has the right to negotiate this Agreement with FHC.
- f. The Athlete and FHC confirm that they have signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

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



FHC ATHLETE AGREEMENT

SIGNATURE AND ATHLETE

DECLARATION

FIELD HOCKEY CANADA

FHC Representative Name (Printed)

FHC Representative Signature

Date

ATHLETE

Athlete Name (Printed)

Athlete Signature

Date

DECLARATION FOR CARDED ATHLETES ONLY: ATHLETE DECLARATION

I hereby declare that in return for any financial assistance provide by the Sport Canada Athlete Assistance Program, I undertake to fulfill all commitments and responsibilities outlined in the booklet Athlete Assistance Program Policies, Procedure and Guidelines and my Athlete/NSO Agreement. I agree to refund any assistance provided to me, payable to the Receiver General of Canada, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

I also agree to pay any and all membership dues, insurance fees and national team levies as approved and assessed by the National Team programs and understand that non-compliance could negatively impact my carding status and future involvement in the National Team Program.

Athlete Signature

Date



FIELD HOCKEY CANADA

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

FOR THOSE THE AGE OF MAJORITY (19 years or older)

WARNING! By signing this document, you will waive certain legal rights; including the right to sue in circumstances outline in this Agreement. Please read Carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns **before** signing. As a Participant of a **2024 Field Hockey Canada Senior, Junior or Next Gen National Domestic or International Program** (hereinafter the "Program"), the sport of field hockey and the travel, programs, competitions and activities associated with the Program, the undersigned, being the Participant acknowledges and agrees to the following terms:

Disclaimer

2. Field Hockey Canada, their respective directors, officers, committee members, members, employees, volunteers, participants, contractors, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of field hockey, an event, and any travel, competitions or activities associated to the Program, caused by the risks, dangers and hazards associated with the sport of field hockey, travel to an event, competitions, or activities associated with the Program.

Description of Risks

3. The Participant is participating voluntarily in the Program, the sport of field hockey and any travel, events, competitions or activities associated with the Program. In consideration of my participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Program, the sport of field hockey and any travel, events, competitions or activities associated with the Program and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. The sport of field hockey;
 - b. Executing strenuous and demanding physical techniques and/or exerting and stretching various muscle groups;
 - c. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
 - d. Collisions with the field hockey boards (indoor), goalie nets, and the playing surface;
 - e. Being struck or physical contact with field hockey sticks, balls, and other participants;
 - f. Variations in playing surface;



- g. Failure to properly use any equipment or the mechanical failure of any piece of equipment;
- h. Failure to stay within the designated playing or practice area;
- i. Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke, or hypothermia;
- j. Exposure to allergies; and/or
- k. Travel to and from the Program and associated non-competitive events.

Furthermore, the parties are aware:

- l. That injuries sustained can be severe;
- m. That the Participant may experience anxiety while challenging themselves during the Program, travel to the Program or the sport of field hockey and the risk of injury increases as they become fatigued; and
- n. That the Participant's risk of injury is reduced if they follow all rules established for participation.

Release of Liability

- 4. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a. That the Participant's physical condition has been verified by a medical doctor to participant in the sport of field hockey and to travel and participate in the Program;
 - b. To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the sport of field hockey, and my participation in and travel to the Program;
 - c. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Program, the sport of field hockey, any travel, events, competitions or activities associated with the Program, or from any breach of contract.

Acknowledgement

- 5. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

Signature of Participant

Date



MEDICAL RELEASE

If the Participant or their identified emergency contact is unavailable during a medical emergency, consent is given for the Squad Coach or Athletic Practitioner to sign on behalf of the athlete.

Signature of Participant

Date

PHOTO RELEASE

I authorize the National Sport Organization and/or its staff, associates, assistants, or subcontractors to use photograph(s), video and other media image provided for any promotional, educational or other pertinent uses. These images may include, but are not exclusive to, club, coach, athlete and/or parent, and/or volunteer submissions for contests, the sections of NSO's website, and various Club and PSO reports to the NSO. I authorize the NSO to permit the use and display of photographs and/or recordings of my images in any NSO publication, multimedia production, including video and web usage, display, or advertisement. I agree that the NSO may use name, likeness, or information supplied by the undersigned. The undersigned releases and forever discharges the NSO, its agents, officers and employees from any and all claims and demands arising out of or in connection with the use of said photographs / recordings, including but not limited to, any claims for invasion of privacy or defamation.

Signature of Participant

Date



FHC Athlete Agreement FHC Policies and Procedures

This is to acknowledge that I have read Field Hockey Canada's Handbook and Policies, including:

- Athlete Handbook
- Code of Conduct
- Discipline & Complaints Policy
- Appeals Policy
- Carding Criteria
- National Team Selection Policy
- Finance Policy: National Team Levies & Outstanding Athlete Account

ATHLETE

Signature of Participant

Date

All sections of this document are to be completed and signed by the athlete, membership verified and returned to FHC.

For Carded Athletes: Upon receipt of the necessary signed forms, FHC will notify Sport Canada that you have read and signed the athlete agreement, are a member in good standing with FHC and Sport Canada will then process your athlete assistance stipend.

ELECTRONIC COPIES ONLY ARE ACCEPTED.

Provisions will be made if you are unable to e-sign. Please contact the HP administrator

