

THIS ATHLETE AGREEMENT IS MADE EFFECTIVE AS OF JAN 1, 2025

**Between:
BOXING CANADA
and**

NAME OF ATHLETE (the "Athlete") _____

At Email Address _____

Whereas this Agreement will be in effect from Jan 1, 2025 to Dec 31, 2025 and govern the relationship between the athlete and Boxing Canada for the duration of this agreement.

WHEREAS Boxing Canada is recognized by the World Boxing (WB), Canadian Olympic Committee ("COC"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of boxing in Canada;

WHEREAS all Athletes wishing to participate in Boxing Canada's National Team Programs, or who wish to represent Boxing Canada in international competition, are required to enter into a written agreement with Boxing Canada;

WHEREAS it is mutually desirable to clearly establish the relationship between Boxing Canada and the Athlete by detailing their respective rights and obligations, as set forth below;

NOW THEREFORE, for good and valuable consideration, including the mutual promises below, the parties agree as follows.

SECTION I: DEFINITIONS

1. **"Athlete"** means the individual signing this Agreement and who:
 - a. is eligible to participate in the National Team Program;
 - b. is receiving funding from Sport Canada's Athlete Assistance Program ("AAP") as a "Carded Athlete";
 - c. is receiving funding from Boxing Canada; and/or
 - d. has been selected by Boxing Canada to participate in the National Team Program, an international competition, event or training camp as may be designated by Boxing Canada from time to time.
2. **"Athlete's Personal Attributes"** means anything specific to the identity of the Athlete, such as name, voice, signature, photo, personal likeness or any other identifiable feature.
3. **"Event"** means any single activity or event, such as a competition, tournament or training camp, which is part of the Program.
4. **"National Team Program" (NTP) Athletes** means those Athletes who are categorized according to Boxing Canada's National Team Program Selection Policy. All NTP Athletes are subject to doping control conducted by the Canadian Centre for Ethics in Sport (CCES), AIBA and the World Anti-Doping Agency (WADA). Those Athletes comprising the Boxing Canada NTP may be selected in and/or eligible for possible selection for a Boxing Canada Event or Program.
5. **"National Team"** is defined as a formal group of Athletes, coaches and support staff who are selected by Boxing Canada to represent Canada at designated international boxing Events, or to participate in specifically designated programs.

6. **"Program"** is defined to mean any activities and events forming part of the National Team Program, including, but not limited to:
- a. Olympic Games, Paralympic Games, World Championships, Pan American Games, Commonwealth Games, Continental Championships or other identified international Events, including qualifying Events;
 - b. Boxing Canada Canadian championships, training centres, training camps, training groups; meeting, events, ceremonies, promotional/media activities;
 - c. Medical and performance testing undertaken by Boxing Canada;
7. **"Year"** is the 12-month period from January 1 to December 31st of the calendar year.

SECTION II: GENERAL PURPOSE AND OVERVIEW

Boxing Canada is a National Sport Organization with responsibility over the National Team Program. Boxing Canada's primary mandate and objective through the National Team Program is the achievement of top medals and performance at major international competitions, including the Olympic Games, World Championships, Pan Am Games and Commonwealth Games.

Being an athlete in the Boxing Canada NTP does **not** mean that you will be selected to represent Canada at **any** particular international event or other Boxing Canada Program. Boxing Canada is **not** obligated to send complete teams (all available weight divisions) to any particular event or international competition. Boxing Canada will select athletes from the NTP to attend particular Events. In some cases, written selection protocol will be developed and communicated by Boxing Canada in advance, which will set out the manner in which selection to a particular event or program will be made.

Athletes who are selected to receive financial support from the Government of Canada (Sport Canada), or directly from Boxing Canada, will be subject to additional obligations, including the obligation to centralize, as set out in this Agreement. Any failure by an athlete to honour the terms of this Agreement will be grounds for immediate termination of financial funding and may result in the termination of this Agreement and the athlete's participation in the NTP.

SECTION III: BOXING CANADA OBLIGATIONS

Boxing Canada will:

- a. Organize, select and operate teams of athletes, coaches and other necessary support staff as part of the National Team Program and National Teams to represent Canada in the sport of boxing throughout the world;
- b. Select and assign coaching staff and other support staff as deemed necessary to support the National Team attending any particular Event or Program;
- c. Nominate all eligible athletes for AAP;
- d. Communicate the team selection and eligibility criteria by emailing it to the Athlete at the email address provided by the Athlete, and posting it online at: www.boxingcanada.org;
- e. Post its policies, rules and regulations at: www.boxingcanada.org;
- f. Publish any changes to its rules and regulations at: www.boxingcanada.org;

- g. Protect all medical, and confidential information gathered in relation to an Athlete, by not supplying this information to outside parties without explicit and informed consent of the Athlete, unless required to do so by law or in accordance with the Canadian Anti-Doping Program policies;
- h. Provide an Athlete's Representative, to assist in the resolution of any grievance, concern or claim that any National Team Program Athlete may have with Boxing Canada;
- i. Communicate with the Athlete using the contact information provided by the Athlete in this Agreement, with most written communications issued by email to the email address noted above;
- j. Provide timely communications, to the extent possible, as it relates to any Event or Program using telephone, e-mail, slack or video messaging;
- k. Communicate with Athletes both orally and in writing in the official Canadian language of their choice (French or English);
- l. Obtain insurance coverage for Athletes participating in Events or Programs, which at all times shall be subject to the terms of the plan of insurance;
- m. Provide an appeal procedure that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent dispute resolution process with respect to any dispute the Athlete may have, 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;
- n. Provide a schedule of mandatory training programs and competitions for the Athlete to progress the Athlete towards achieving established objectives and goals;
- o. Provide, when requested, assessments and feedback about the Athlete's progress and results within the National Team Program; and
- p. Provide Team uniform and equipment for National Team events or designate such items to be provided by a Boxing Canada sponsor.

SECTION IV: ATHLETE OBLIGATIONS

The Athlete will:

- a) If the Athlete is younger than 19 years old, have this Agreement and Appendix 3 executed by a parent or legal guardian;
- b) Comply with the terms of this Agreement, including all Appendices;
- c) Be a Participant (member) in good standing with Boxing Canada (as described in the Boxing Canada By-laws);
- d) Comply with all policies, rules and regulations of Boxing Canada, as amended from time to time;
- e) Warrant that they are a Canadian citizen or are otherwise eligible to compete as a member of Boxing Canada's NTP representing Canada. If the Athlete's status changes, the Athlete must immediately inform the High Performance Director;
- f) Undergo any screening requirements (which may include obtaining a criminal record check), as determined by Boxing Canada, and immediately notify Boxing Canada, in writing, of any

criminal charges or convictions, or any other charges or claims that could reasonably impact on the Athlete's obligations under this Agreement;

- g) Maintain a valid Canadian passport and send a scanned copy to Boxing Canada immediately upon signing of this Agreement and at any other time as may be requested by Boxing Canada;
- h) Pay any amounts owing to Boxing Canada as and when agreed upon with by Boxing Canada;
- i) Immediately advise the High Performance Director, in writing, of any issue or circumstance which could reasonably be anticipated to impact the Athlete's ability to comply with the terms of this Agreement, including participation in any Program or Event;
- j) Accept that all communication is channeled directly between the athlete and Boxing Canada in regard to team selection, eligibility criteria and events, and so it is the responsibility of the Athlete to ensure all such information is promptly reviewed and any questions or concerns are promptly raised with the High Performance Director;
- k) Regularly check for any messages or communications from Boxing Canada, and immediately notify Boxing Canada of any change in contact information noted above;
- l) Promptly respond to any Boxing Canada request for information, within 48 hours unless exceptional circumstances exist that prevent such a timely response;
- m) Unless otherwise authorized by the High Performance Director, in advance and in writing, a failure to participate in identified Events or Programs for any reason other than injury, illness, or pregnancy, as certified by a Boxing Canada approved medical doctor, will be considered a material default under this Agreement and may result in loss of funding and status as a member of the National Team Program;
- n) Make reasonable efforts needed to achieve personal excellence and to a positive role model and representative of Boxing Canada;
- o) Where suffering from an illness or injury that may prevent them from participating in any scheduled Program or Event, provide Boxing Canada with a signed medical certificate, in an acceptable form, immediately and within fourteen (14) days from the beginning of the injury or illness, unless otherwise authorized by Boxing Canada. The medical certificate must indicate the current limitations placed on the Athlete, and the prognosis for recovery and resumption of training / competition. Athletes are expected to follow all prescriptions for recovery as directed by the practitioner (physician or other) and to follow any jointly developed training or recovery Program that is approved by Boxing Canada;
- p) Provide medical information to Boxing Canada's medical staff, as requested, and consult with Boxing Canada's medical staff regarding the use of prescription and non-prescription drugs, before they are used;
- q) Wear and use only Boxing Canada approved attire or equipment at all times while representing the National Team, unless otherwise authorized in advance. It is the Athlete's responsibility to ensure that all required attire and equipment is available to them and ready to be worn and used as required and directed by Boxing Canada. Athletes may be required to purchase, at their own cost, replacement attire and equipment, as needed to meet the obligations stated herein;
- r) Respect and comply with the Canadian Anti-Doping Program of the Canadian Centre for Ethics in Sport including but not limited to:
 - a. Avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the international federation, the rules of Boxing Canada and the Canadian Policy on Penalties for Doping in Sport;

- b. Submit, without prior notice, to unannounced doping-control tests in addition to prior notice tests and submit at other times to doping-control testing when requested by Boxing Canada, Sport Canada, Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
 - c. Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use, or knowingly aide in any effort to avoid detection of the use of banned substances or banned performance- enhancing practices;
 - d. Participate, if asked by Boxing Canada to do so, in any Doping Control/Education Program developed by Boxing Canada in co-operation with Sport Canada and the CCES.
- s) Not consume any alcohol or cannabis while representing Boxing Canada in any Event or Program, except as may be authorized by the High Performance Director, in advance;
 - t) Not consume any illegal drugs while a member of the National Team Program;
 - u) Complete the CCES online anti-doping education program's two courses "True Sport Clean" and "Sport Canada - Athlete Assistance Program" at the beginning of each new carding cycle. Failure to do so will result in AAP payments being kept on hold until requirement is met";
 - v) Participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada. Boxing Canada usually makes such requests for participation and arranges the activities. Unless supplementary compensation is arranged, these activities do not normally involve more than two working days per Athlete per Year;
 - w) Avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
 - x) Actively participate in all AAP evaluation activities. Athletes will co-operate fully in any evaluation of APP that may be conducted by the Minister or anyone authorized to act on the Minister's behalf and provide such data as the person conducting the evaluation considers necessary for the proper conduct of the evaluation.

SECTION V: SPONSORSHIP AND COMMERCIAL ACTIVITIES

1. The Athlete acknowledges that Boxing Canada may seek financial assistance from both the public and private sectors, and in this regard the Athlete agrees that the use of the Athlete's Personal Attributes by Boxing Canada will be governed as follows:
 - a) The Athlete consents to Boxing Canada using, reproducing and distributing, without charge, on a worldwide basis, in any format or media, the Athlete's Personal Attributes to promote Boxing Canada and the National Team's sponsorship, licensing, advertising, public relations and marketing Programs. This consent will remain in effect for the duration of this Agreement and for a period of four years thereafter;
 - b) The Athlete consents to the sponsors and licensees of Boxing Canada using, without charge, on a worldwide basis, in any format or media, the Athlete's Personal Attributes to promote their business. All use of the Athlete's Personal Attributes by such sponsors and licensees will be defined and limited by the terms and conditions of the sponsorship or licensing agreements in effect with Boxing Canada, provided that in all cases the use of the Athlete's Personal Attributes will not imply an Athlete testimonial or endorsement of any product without first obtaining the Athlete's permission;

- c) Boxing Canada may request that the Athlete attend media or promotional Events for the purposes of fulfilling obligations to Boxing Canada's sponsors. Athletes may be financially compensated for sponsorship servicing at the discretion of Boxing Canada and the sponsor involved;
 - d) The Athlete warrants that they have not granted and will not grant to any person or entity during the term of this Agreement a license to use the Athlete's Personal Attributes which would conflict with the terms of this Agreement.
2. Boxing Canada acknowledges the Athlete's right to enter into personal sponsorship agreements, endorsements and business relationships. Such sponsorship contracts will be governed as follows:
 - a) The Athlete will not display the logos of any personal sponsors or supporters on any National Team apparel (e.g., shirts, jackets, pants, hats).
3. At all times the Athlete agrees to abide by all Boxing Canada, Canadian Olympic Committee (COC) and AIBA rules, policies and restrictions in place from time-to-time regarding clothing, commercial properties, endorsements, advertising and sponsorships.
4. The Athlete releases and saves harmless Boxing Canada, and any licensees and sponsors of Boxing Canada, from any and all claims that the Athlete may have against them, now or in the future, arising from the use by Boxing Canada of promotional material utilizing the Athlete's Personal Attributes.

SECTION VI - DEFAULT OF AGREEMENT

1. Should the Athlete breach any material term or condition of this Agreement, Boxing Canada will be entitled to immediately terminate this Agreement and may, in addition, impose sanctions against the Athlete including, among other things, withdrawal of privileges, and/or suspension or removal from the National Team Program, National Team or any particular Event or Program. The Athlete shall be entitled to appeal any disciplinary action taken by Boxing Canada, in accordance with the terms of Boxing Canada's Appeal Policy.

SECTION VII – TERM AND TERMINATION

1. This Agreement may be terminated at any time, by mutual agreement of the parties, in writing.

SECTION VIII – ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties 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 with respect to the Athlete's participation in the NTP for the Year, except as expressly set forth herein.

SECTION IX – INDEPENDENT LEGAL ADVICE

1. The Athlete confirms that it has been recommended to the Athlete that the Athlete consult a solicitor and obtain independent legal advice prior to the execution of this legal agreement. The Athlete confirms to Boxing Canada that the Athlete has obtained independent legal advice, or in the alternative, that the Athlete has voluntarily declined to seek independent legal advice despite being given every opportunity to do so.

SECTION X – GENERAL

1. This Agreement will be governed by and construed in accordance with, and the rights of the parties will be governed by, the laws of the Province of Quebec and the laws of Canada applicable therein.
2. This Agreement and any other writing delivered pursuant to this Agreement may be duly signed in any number of counterparts with the same effect as if all parties had duly signed the same document and all counterparts will be construed together and will constitute one and the same instrument.
3. This Agreement may not be amended, modified, or altered in any respect except by written instrument signed by the parties hereto.
4. If any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable in whole or in part, then the remaining provisions or the application thereof to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, will not be affected thereby, and every provision hereof will be valid and enforceable to the fullest extent permitted by law.
5. This Agreement will ensure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, but will not be assignable by the Athlete.

SECTION XI – ACKNOWLEDGEMENT

1. The Athlete confirms that they have signed this Athlete Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

Date

Boxing Canada

Date

Athlete

Date

Parent or Legal Guardian (must also sign
Appendix #3)

APPENDIX # 1



I understand that my national sport organization, Boxing Canada has adopted the 2021 Canadian Anti- Doping Program (CADP).

1. I specifically agree that as a member of the National Athlete Pool (NAP) in my sport I am subject to the CADP and accordingly shall be bound by all the anti-doping rules and responsibilities contained in the CADP.
2. I further agree that regardless of my membership or registration status with Boxing Canada (or my withdrawal from membership or registration or the expiry of my membership or registration), I shall remain continually subject to the CADP and shall hereafter be bound by all the anti-doping rules and responsibilities contained in the CADP until (i) I am removed as a member of the NAP in my sport or (ii) I file a Retirement Form with the CCES, whichever first occurs.
3. I agree that I have been educated regarding the anti-doping rules and violations contained in the CADP.
4. 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.
5. With the understanding that any disclosure is for the sole purpose of assisting the CCES in enforcement of the CADP, I consent to having police and law enforcement agencies, border services agencies, Sport Organizations of which I am a member and sporting clubs and athletic associations to which I belong, in Canada and elsewhere, disclose to the CCES information in their possession relating to me that is directly relevant to potential anti-doping rule violations contained in the CADP that may be asserted against me.

By signing this form I acknowledge that I agree with and remain subject to the clauses outlined above until such a time as I am removed from the NAP. (If the athlete is a minor or has an impairment preventing them from signing this form, a parent or guardian is to sign together with, or on behalf of, the athlete.)

Athlete Name

Athlete Signature

Parent/Guardian Name (if Athlete is a minor)

Parent/Guardian Signature (if Athlete is a minor)

Date

APPENDIX # 2**BOXING CANADA CODES and POLICIES**

I hereby acknowledge and agree that I have reviewed the following policies, am familiar with the following policies, will at all times adhere to said policies, including as they may be amended from time to time.

- Code of Conduct and Ethics
- Social and Electronic Communication Media Policy
- Whistleblower Policy
- Dispute Resolution, Discipline and Complaints Policy
- Alternative Dispute Resolution Policy
- Safe Sport Policies and Procedures & Athlete Protection Policy
- Appeal Policy

The above noted Boxing Canada policies can be found on the Boxing Canada website at the following link <http://boxingcanada.org/documents/>

Name of the Athlete: _____

Date: _____

Signature: _____

ONLY if Athlete is under 18 years old:

Name of the parent/legal guardian: _____

Date: _____

Signature: _____

APPENDIX #3**AUTHORIZATION FOR TRAVEL OF ATHLETES UNDER THE AGE OF MAJORITY**

I, _____, am the parent and/or legal guardian of the above named Athlete and party to this Agreement.

I give my full permission to Boxing Canada, and its staff and agents, to accompany and travel with the Athlete as part of any Boxing Canada Event or Program. Boxing Canada, and its staff and agents, have my authority to assist the Athlete, as it deems necessary, with any issues or incidents as and when they may be required.

This authorization applies for the duration of this Agreement.

Signature of Parent or Guardian

Name (printed)

Date