



## TTCAN Athlete Agreement

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THIS AGREEMENT as of 1 January 2020, is

BETWEEN: \_\_\_\_\_ (Athlete's name)

residing at: \_\_\_\_\_

\_\_\_\_\_  
(the "Athlete")

AND:

TABLE TENNIS CANADA TENNIS DE TABLE a registered Canadian amateur athletic association having its registered office at:

2451 Riverside Drive, Ottawa, ON, K1H 7X7

("TTCAN")

#### **BACKGROUND INFORMATION**

- (i) TTCAN is recognized by the International Table Tennis Federation (ITTF), Canadian Olympic Committee ("COC"), Canadian Paralympic Committee ("CPC"), and the Government of Canada as the national governing body for the sport of Table Tennis.
- (ii) TTCAN strives to deliver a world-leading program and enter a National Team into competition that achieves the best international results it possibly can.
- (iii) The Athlete has skills and abilities in the sport of Table Tennis and wishes to compete for Canada as a member of TTCAN's National Team.
- (iv) 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 Paralympic Committee ("IPC"), the International Federation ("IF"), the Canadian Centre for Ethics in Sport ("CCES") and the World Anti-Doping Agency ("WADA").
- (v) The Sport Canada Athlete Assistance Program (the "AAP") requires that these mutual obligations be stated in a written agreement signed by TTCAN and the Athlete who applies for assistance under the AAP.

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

#### **A) TERM OF THE AGREEMENT**

This Agreement is effective from 1 January 2020, to 31 December 2020.

#### **B) RELATED POLICIES AND AGREEMENTS**

- B.1 The parties agree that the existing policies, rules and regulations listed in this section are integral to the Athlete's and TTCAN's relationship and are available at TTCAN's website. The Athlete agrees to follow these policies, rules and regulations:

- (a) TTCAN National Team Selection Policy;
- (b) TTCAN Anti-Doping Policy;
- (c) TTCAN Code of Conduct;
- (d) TTCAN Harassment and Abuse Policy;
- (e) TTCAN National Team Membership Fee procedure;
- (f) TTCAN Relocation rules as decided by the HPC Commission;
- (g) TTCAN Appeals Policy;
- (h) TTCAN Injury Status as decided by the HP Commission;

B.2 From time to time, TTCAN's existing policies may be updated or changed and the Board of Directors of TTCAN may approve new policies. This Agreement contains the most recent existing policies at the time of signing. TTCAN will inform the Athlete of any changes to its policies, rules and regulations, and will always have the most current version of its policies available through its website.

## C) 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;
- “**Agreement**” means this written agreement;
- “**Athlete**” means one of the parties to the Agreement, listed above;
- “**AthletesCAN**” means the association of Canada’s National Team athletes;
- “**Athlete’s Emergency Contact**” means a person designated by the Athlete to TTCAN, such as a parent, close family member, close friend or spouse, who TTCAN will contact in the event of an emergency;
- “**Athlete Representative**” means the athlete elected to act as a representative of all athletes within the sport governed by TTCAN at TTCAN’s Board of Directors;
- “**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;
- “**Banned Substance**” means those substances and methods listed in the Canadian Centre for Ethics in Sport’s list of “banned and restricted Doping Classes and Methods” with any such additional substances as may from time to time be added to the said list by the various governing bodies of the sport, TTCAN, or such other recognized body having at the time jurisdiction over the sport;
- “**CADP**” means the Canadian Anti-Doping Program;
- “**CCES**” means the Canadian Centre for Ethics in Sport;
- “**COC**” means the Canadian Olympic Committee;
- “**CPC**” means the Canadian Paralympic Committee;
- “**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 TTCAN 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;
- “**HPC**” means High Performance Commission;
- “**HPD**” means High Performance Director or Consultant;

- “**HPP**” means High Performance Program;
- “**IF**” means the ITTF (International Table Tennis Federation), which is the International governing body for the sport of table tennis;
- “**IOC**” means the International Olympic Committee;
- “**IPC**” means the International Paralympic 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 international du sport universitaire (FISU).
- “**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 **table tennis** as a member of TTCAN National Team to promote TTCAN and its high-performance program and athletes, and includes all Athlete images whether captured in competition, training or other TTCAN 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 a national event or international competition;
- “**Non-Commercial Use**” means any use of Marketing Rights by TTCAN solely for the purposes of promoting TTCAN using TTCAN marks on a stand-alone basis, or in conjunction with non-commercial third parties such as ITTF marks or TTCAN/ITTF event marks, but not affiliated or attached to any TTCAN partner promotion, activation or activity;
- “**TTCAN Sanctioned Activities**” means all TTCAN training camps, competitions, fitness testing, TTCAN or ITTF technical meetings, press conferences, fundraising activities, meet and greets and personal appearances/promotional days;
- “**TTCAN Sponsor**” means any entity, whether characterized by TTCAN as a sponsor, supplier, licensee or otherwise, with whom TTCAN has a contract to use, market, advertise, or promote their products or services;
- “**Personal Equipment**” means equipment provided by the Athlete or the Athlete’s Sponsor;
- “**Personal Information**” means information collected about an identifiable individual, which may include information concerning:
  - (a) the physical or mental health of an individual;
  - (b) any health service provided to an individual; or
- “**Progress Report Form**” means the document provided to the Athlete by TTCAN to track the status of progress of the Athlete’s yearly training and competition
- “**Team Uniform and Equipment**” means uniform and equipment provided by TTCAN or through a TTCAN Sponsor;
- “**SDRCC**” means the Sport Dispute Resolution Center of Canada;
- “**WADA**” means the World Anti-Doping Agency.

## D) OBLIGATIONS

### 1 Team Selection & Eligibility

- 1.1 The HP Commission establishes the selection policy and criteria for each event in advance. Whether the selection is for individual events, team events, or a combination of both, the HPC will advise the athletes in advance of the selection procedure and criteria for each event.
- 1.2 National Team athletes may be invited to team selection trials or may be selected by the HPC based on ranking and results. Some selections may be made by a combination of trials and

HPC selection. The date of selections tournaments (trials) and method of selection will be provided to the athletes at least 8 weeks in advance, and the type of selection competition (trials) used, and the event details (travel, hotel, etc.) at least 4 weeks in advance.

- 1.3 All Carded athletes will be invited to selection tournaments and are expected to accept the selection and participate in the trials in order to maintain their Carding status, unless exceptional circumstances prevent them from participating, such as substantiated medical reasons, injury or a permission from the HPC.
- 1.4 Carded athletes are subject to the same “National Team Selection Policy” as all members of the National Team. The national team list is published twice per year at dates announced in advance, usually in July (new list) and January (adjusted list).
- 1.5 Carded athletes are required to participate in the National Championships. Exemptions may be provided by the HPC in extenuating circumstances as listed in item 4.1.3.

#### **1.6 TTCAN’s Responsibilities**

- 1.6.1 To organize, select and operate teams of athletes, coaches and other necessary support staff as part of National Teams to represent Canada in internationally.
- 1.6.2 To publish team selection and eligibility criteria for all National Teams at least three months before the selection of the National Team list;
- 1.6.3 To publish team and individual selection and eligibility criteria for all Major Games in accordance with the COC’s Internal Nomination Policy (INP) for selections of a Major Games National Team or individual athletes;
- 1.6.4 To communicate and publish the selection and eligibility criteria by posting it on TTCAN’s website and publish the link in the usual communications of TTCAN (e-mail, social media, etc.);
- 1.6.5 To post its policies, rules and regulations at [www.ttcanada.ca](http://www.ttcanada.ca)
- 1.6.6 To not make changes to any policies, rules and regulations regarding athlete selections while the selection process is underway;
- 1.6.7 To ensure that selection of members to all National Teams is in conformity with the published selection criteria, process and generally accepted principles of natural justice and procedural fairness;
- 1.6.8 To publish and make public all selections;
- 1.6.9 To protect the Athlete’s eligibility for national and international competition by educating the Athlete about applicable and potentially applicable eligibility requirements of TTCAN, ITTF or other party and informing the Athlete if any proposed activity, communicated by the Athlete to TTCAN, appears to be in violation of such eligibility rules; and
- 1.6.10 Within all applicable timelines, to register/enter the Athlete or perform all necessary tasks for the Athlete to compete at selected ITTF, IOC, IPC or other sanctioned events at which the Athlete is entitled to compete, subject to this Agreement and duly published TTCAN eligibility and selection criteria for National Teams or Major Games.

#### **1.7 The Athlete’s Responsibilities**

- 1.7.1 To warrant that the Athlete is a Canadian citizen or is otherwise eligible to compete representing TTCAN and Canada. If the Athlete’s status changes, the Athlete will immediately inform TTCAN’s HPC;
- 1.7.2 To make best efforts to be aware of and comply with all policies, rules and regulations of TTCAN, which may change from time to time and are posted online at: [www.ttcanada.ca](http://www.ttcanada.ca) and are further communicated to the Athlete with an obligation on the Athlete to acknowledge receipt of the communication;

- 1.7.3 To make best efforts to be aware of and comply with all TTCAN, ITTF, IOC or other applicable eligibility requirements; and
- 1.7.4 To notify the HPC 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.

## **2 Uniforms and Equipment**

- 2.1 All national team members, including Carded Athletes are required to wear the national team uniform as provided by TTCAN, including any markings identifying TTCAN's sponsors, TTCAN logo and the Canadian flag as permissible by the ITTF, IOC and COC/CPC regulations for international events and Major Games.
- 2.2 The athletes will receive the uniform after they are named to the national team list and after they have paid the National Team membership fee.
- 2.3 The uniform is to be kept in good condition and used when representing Canada at international events.
- 2.4 Athletes may use their own playing sport-clothes at events that are not funded by TTCAN at which the athlete received permission to be entered/registered by the HPC, and all costs borne by the athlete, a sponsor or the provincial/territorial association.
- 2.5 Personal sponsors' logos are not permitted on the national team uniform at any time, only TTCAN's sponsor may appear on the uniform respecting limitations as set by ITTF regulations.

## **3. Training and Competition**

- 3.1 The general training and competition plan will be produced by the HP Consultant. The plan will be further developed and adjusted in consultation with the HP Training Centres coaches.
- 3.2 The Athlete and the Athlete's coaches will adjust the plan for each individual athlete's specific needs, respecting the mandatory aspects of the plan, which may include training at the HP Training Centres, with flexibility for the optional parts of the plan.
- 3.3 The HP Consultant will oversee the implementation of the plan in concert with the HP Training coaches and athlete's coaches.
- 3.4 TTCAN will provide the Athlete with agreed upon updates to training plans, monitoring, evaluations and proposed changes to competition and training plans.
- 3.5 The Athlete will consult with the HP Consultant, the HP Training Centres coach and their coaches with regard to their own specific parts of the plan, in addition to the mandatory component. Such specific plans will be presented to the HP Consultant for approval.
- 3.6 The Athlete will not unreasonably withhold the Athlete's approval of proposals by TTCAN to make changes to the specific training and competition plan.
- 3.7 The Athlete will demonstrate commitment to the agreed upon Plan and provide to TCAN a progress report when requested by the TTCAN.
- 3.8 The Athlete will avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted as communicated by TTCAN.
- 3.9 If an Athlete is asked by TTCAN to relocate to a HP Training Centre (Toronto, Montreal and Vancouver) and the Athlete accepts, TTCAN will contribute towards the relocation costs, and Sport Canada will provide up to 50% funding up to a maximum of \$500 towards the relocation costs.
- 3.10 If the Athlete has AAP status and fails to submit the regular progress reports when requested, TTCAN may, per Sport Canada policy, make a recommendation to Sport Canada to have the Athlete's AAP status withdrawn with reasons and appropriate due process.

#### **4. Information and Privacy**

- 4.1 The Athlete and TTCAN will not share private information about each other without the other party's consent, or unless the sharing of information by either party is required by law.
- 4.2 TTCAN will protect all private information gathered in relation to the Athlete.
- 4.3 The Athlete will provide TTCAN with any Personal Information required to confirm the eligibility of the Athlete according to TTCAN, ITTF and IOC/COC/CPC eligibility rules.

#### **5. Communication**

- 5.1 The Athlete has the right to have all communication in either French or English and should identify which language they prefer to TTCAN.
- 5.2 The contact person for national team athletes for all TTCAN matters is the HP Consultant (English) and the President (French).
- 5.3 The Athlete must provide TTCAN (and Sport Canada in the case of carded athletes) with a current e-mail address and phone number where they could be contacted.
- 5.4 TTCAN will communicate with the Athlete in a timely manner.
- 5.5 The Athlete is responsible for reading and responding to all the information received from TTCAN in the appropriate designated manner
- 5.6 All communications from the athlete to TTCAN will be responded within 7 days of receipt and vice-versa.
- 5.7 TTCAN will post all policies, rules and regulations on its website and notify the athletes of any changes.
- 5.8 The athlete will provide notice of receipt by e-mail or electronic signature of notice from TTCAN 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.

#### **6. Medical and Injury**

- 6.1 TTCAN will assist, to the best of its abilities and resources, the Athlete in maintaining health or returning to health.
- 6.2 During events under the auspices of TTCAN, it will 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.
- 6.3 The Athlete will notify the National Coach on duty and/or the 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.
- 6.4 The Athlete will provide TTCAN with a certificate from a health professional describing the nature and diagnosis of the injury or illness which states the:
  - date or estimated date that the injury or illness was incurred;
  - nature of the injury or illness, and whether it is an overuse or chronic injury;
  - rehabilitation protocol, if any;
  - amount and type of training the Athlete can do in the next 12 weeks and/or limitations thereto; and
  - expected date for return to full training and full recovery.

- 6.5 The Athlete will 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 TTCAN's discretion, a TTCAN designated medical doctor preferably at the nearest Canadian Sport Institute whenever possible, to ensure the Athlete's return to training and/or competition in a safe and timely manner.

## **7. Anti-Doping**

- 7.1 TTCAN will ensure that the Athlete receives communications from the ITTF, WADA, IOC, IPC, CCES or other bodies regarding interpretations of and changes to the anti-doping rules to which the Athlete is subject.
- 7.2 TTCAN will promote an environment and culture of clean sport.
- 7.3 TTCAN will ensure procedural fairness, no unreasonable violations of the Athlete's rights to privacy and a just and fair process.
- 7.4 The Athlete will comply with the anti-doping rules of the ITTF, IOC, IPC, CCES and TTCAN, including submitting to announced and unannounced doping control testing when required by TTCAN, ITTF, CCES, WADA or any other agency authorized to conduct testing.
- 7.5 The Athlete will complete the CCES online anti-doping courses, True Sport Clean 101 and Sport Canada - Athlete Assistance Program, at the beginning of each new carding cycle.
- 7.6 The Athlete will participate, if asked by TTCAN to do so, in any doping control and/or education program developed by TTCAN in co-operation with Sport Canada and the CCES.
- 7.7 The Athlete will abide by the CADP as administered by the CCES.
- 7.8 The Athlete will not use banned substances that contravene the rules of the IOC, IPC, ITTF or the CADP, and not supply such substances to others directly or indirectly, nor encourage or condone their use by knowingly aiding in any effort to avoid detection.

## **8. Funding and Financial**

- 8.1 TTCAN will invoice the Athlete yearly the National Team fee as proposed by the HPC and approved by the Board of Directors.
- 8.2 The Athlete will pay the invoiced national team fees within 30 days of being provided an invoice by TTCAN.
- 8.3 For each event in which the Athlete is invited to participate, or to which the Athlete is selected or qualified, TTCAN will inform the Athlete of the fee that the Athlete will be required to pay to TTCAN and will invoice the Athlete accordingly in advance of the event.
- 8.4 The Athlete will pay the required fees prior to participating in the event.
- 8.5 TTCAN will provide to the Athlete an estimated amount that the Athlete will be required to pay to cover their own expenses on mandatory events and optional events typically attended by National Team athletes.
- 8.6 In case TTCAN assumes expenses that should be paid by the Athlete, such as international registration fees, travel and accommodation costs at events not funded by TTCAN, or partially funded by TTCAN, the Athlete will reimburse such additional expenses incurred by TTCAN on behalf of the Athlete within 30 days of receiving an invoice or according to the deadlines established by the hosting organisation.

## **9. Commercial**

- 9.1 Both parties have significant mutual interests in the promotion and commercial success of both TTCAN and the Athlete.



- 9.2 It is in the best interests of both parties to work together to promote the commercial and non-commercial interests of each party.
- 9.3 If the opportunity presents itself, the Athlete and TTCAN may enter into a separate Athlete Commercial Agreement (the “ACA”).
- 9.4 TTCAN may only offer the separate ACA to the Athlete once this Agreement is executed.

## **10. ATHLETE ASSISTANCE PROGRAM (AAP)**

- 10.1 TTCAN is allocated a quota from the AAP budget by Sport Canada, which is provided each year directly to individual Athletes by Sport Canada through a process known as “Carding”.
- 10.2 TTCAN will publish criteria for the selection of athletes to the AAP ideally 8 months prior to the start of the “Carding” cycle.
- 10.3 Once TTCAN has been provided with a quota, TTCAN nominates or re-nominates eligible Athletes for AAP according to the AAP and TTCAN nomination policies.
- 10.4 Sport Canada reviews the nominations and approves AAP funding for Athletes who meet TTCAN’s sport-specific eligibility criteria, and AAP policies.
- 10.5 The Athlete must participate in sport-related, non-commercial promotional activities on behalf of the Government of Canada (2 days per year) and TTCAN as reasonably requested.
- 10.6 The Athlete will comply with AAP policies and procedures, including 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>
- 10.7 Carded Athletes will be required to train in recognized TTCAN HP Training Centres, unless alternate training (international professional club, etc.) is approved by the HPC.
- 10.8 In the event a decision is made to retire, the Athlete must notify TTCAN of their decision in order to cease AAP funding.
- 10.9 In the event where TTCAN recommends to Sport Canada that an Athlete’s funding be withdrawn, the Athlete Assistance Program Policy and Guidelines manual provides recourse to the procedural rules and policies as set out by Sport Canada. In the event where carding may be withdrawn, the Athlete may seek professional advice and/or counsel. AthletesCAN’s Sport Solution Program is also available to provide support, assistance and guidance with these matters. More information can be found at: <http://athletescan.com/the-sports-solution/>
- 10.10 The Athlete will actively participate in all Sport Canada program evaluation activities. The Athlete will also provide such data as considered necessary for the proper conduct of the evaluation.
- 10.11 The Athlete will notify the Designated Contact, at the earliest possible date, of the Athlete’s intention to retire so that TTCAN 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.
- 10.12 TTCAN 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>

## **11. DISPUTE RESOLUTION METHOD**

- 11.1 For the purpose of this Agreement, a dispute is defined as an instance “where one of the parties to this Agreement is of the opinion that the other party has failed to conform to obligations under this Agreement.”

- 11.2 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:
  - 11.2.1 That the complaining party will notify the other party in writing of the particulars of the alleged default (the “Default Notice”);
  - 11.2.2 The complaining party will 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.
- 11.3 If the party that gave the Default Notice alleges that the other party has not remedied the situation within the period of time set out, that party will file a complaint through the process set out in the TTCAN Appeals Policy.
- 11.4 If time is of the essence (date of an event), TTCAN may decide to forward the appeal directly to the SDRCC for resolution.
- 11.5 the SDRCC offers Early Resolution Facilitation (ERF), which takes place before an internal appeal is conducted by TTCAN. During this process, parties can work collaboratively with the assistance of a neutral third party as a mediator in order to resolve the dispute or partially settle some underlying issues to the dispute.
- 11.6 More information about the SDRCC and its processes can be found at: <http://www.crdsc-sdrcc.ca>

## 12. NOTICE

- 12.1 Any notice required or permitted to be given to the TTCAN Designated Contact by the Athlete under this Agreement will be done in accordance with [section 5](#) of this Agreement. Notice will be executed by delivery by courier to TTCAN at its National Office or delivery by e-mail to [tican@ttcanada.ca](mailto:tican@ttcanada.ca)
- 12.2 Any notice required or permitted to be given to the Athlete by TTCAN under this Agreement will be done in accordance with [section 5](#) of this Agreement. Notice will be executed by delivery by courier to the Athlete’s home address or to the Athlete’s e- mail address.

## 13. ASSUMPTION OF RISK

- 13.1 The Athlete agrees that participation as a National Team member exposes the Athlete to substantial risks and possible injury.
- 13.2 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.
- 13.3 By signing this Agreement, the Athlete voluntarily and freely acknowledges and fully assumes these risks (the “Assumed Risk”).
- 13.3 TTCAN will do its best efforts to reduce the Assumed Risk through risk management and using its resources to the best of its capabilities.

## 14. TERMINATION

- 14.1 The Athlete may terminate this Agreement at any time by providing written notice of termination to TTCAN.
- 14.2 The Athlete 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, representing Canada at any international event, and the right to compete internationally at ITTF, IOC or IPC sanctioned events.

- 14.3 TTCAN may terminate this Agreement by providing written notice prior to its scheduled expiry if the Athlete has been found guilty by the CCES, WADA, or a designated body with the authority to conduct anti-doping testing of a doping control violation if:
- the limitation period for an appeal has passed or the Athlete has appealed, and the appeal has been decided;
  - the sanction against the Athlete was not reduced;
  - has been convicted of a violent criminal offense; or
  - has become ineligible to represent TTCAN.
- 14.4 Any decision by TTCAN to terminate this Agreement prior to its scheduled expiry may be appealed by the Athlete through TTCAN's Appeal Policy.

**15. GOVERNING LAW**

This Agreement will be governed and construed in accordance with the laws of the province in which TTCAN's national office is located (Ontario) and the laws of Canada applicable therein.

**16. GENERAL PROVISIONS**

- 16.1 TTCAN's HPC will conduct an annual review of its proposed Athlete Agreement in consultation with the designated Athlete Representative(s) prior to Board approval and publication.
- 16.2 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.
- 16.3 This Agreement may not be amended, modified, or altered in any respect except in writing and signed by the parties.
- 16.4 The Athlete and TTCAN 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 on \_\_\_\_\_, 2020**

TTCAN: \_\_\_\_\_, President \_\_\_\_\_ (signature)

Witnessed by: \_\_\_\_\_ (name) \_\_\_\_\_ (signature)

Athlete: \_\_\_\_\_ (name) \_\_\_\_\_ (signature)

Witnessed by \_\_\_\_\_ (name) \_\_\_\_\_ (signature)

Occupation of Witness: \_\_\_\_\_

Parent's signature (for minors) \_\_\_\_\_