



Biathlon Ontario Provincial Team Athlete Agreement for Carding in the Quest for Gold Program

B i a t h l o n O n t a r i o
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AGREEMENT made this _____ day of _____, 200__

BETWEEN **BIATHLON ONTARIO**

AND _____, residing at

(hereinafter referred to as "the Athlete").

WHEREAS the Athlete wishes to be an active competitor in Biathlon Ontario sanctioned events with his or her rights and obligations clearly defined;

WHEREAS Biathlon Ontario is recognized by Biathlon Canada and The Ministry of Health Promotion Ontario as the sole Provincial Federation governing the sport of biathlon in Ontario;

WHEREAS Biathlon Ontario and the Athlete recognize the need to clarify the relationship between Biathlon Ontario and the Athlete by establishing their respective rights and obligations;

AND WHEREAS the *Quest for Gold* - Ontario Athlete Assistance Program (hereinafter referred to as "the Ontario AAP") requires these rights and obligations to be stated in a written agreement to be signed by Biathlon Ontario and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS Biathlon Canada requires that Biathlon Ontario certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

PREAMBLE

This agreement is for the benefit of the Athletes, coaches, and all of Biathlon Ontario. Its purpose is to clarify the responsibilities of participants as well as the organization. We want our Ontario Team experience to be a positive one; we therefore hope to assist by developing a fair understanding of expectations on the road to achieving excellence.

GOAL FOR BIATHLON ONTARIO QUEST FOR GOLD

The goal of Biathlon Ontario is ultimately to get Ontario Biathletes on the Canadian Olympic Team through podium results at the Canada Winter Games and the National Championships achieved through a structured and high intensity training program.

a. ORGANIZATION

1. Biathlon Ontario agrees to supply the select team Athletes with high level coaching services and training opportunities.
2. Biathlon Ontario works in close cooperation with the Provincial Coaching Team members who are, in turn, accountable to the Vice President (Technical) of Biathlon Ontario.
3. Before any Athlete is permitted to participate in training or competition, they are required to be a registered member in good standing with Biathlon Ontario. They must be a member of a Biathlon Club or Cross Country ski club.
4. Athletes are reminded that OHIP Medical Insurance is provided under family coverage until the age of majority. After that, it is the responsibility of the individual Athletes to provide such coverage for themselves. Athletes must have proof of provincial coverage. Athletes must provide proof of Medical insurance when travelling outside Canada.
5. Athletes are obliged to report all injuries and illness promptly to the Ontario Team Coaches. Athletes are required to maintain reports from Health care professionals related to injuries and sickness that may be requested by OAAP funding selection committee to assess the impact on athlete's performance.
6. Biathlon Ontario requires the written consent from the Athlete's physician before they are permitted to participate in training or competition after significant or major injury rehabilitation.

b. BIATHLON ONTARIO SHALL:

1. Organize, select and operate teams of athletes, coaches and other necessary support staff (a Provincial Team) to represent Ontario in the sport of biathlon at Provincial and National competitions.
2. Publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for biathlon Ontario.
3. Nominate all athletes who meet Ontario AAP criteria.
4. Organize programs and provide funding for the development and provision of coaching expertise, officials and event training centres in Ontario in the sport of biathlon in accordance with the budget of Biathlon Ontario.
5. Regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of mailed/emailed correspondence and posting on the website.
6. Provide a formal review of the Athlete's annual training program.

7. Provide funding for the Athlete for training camps and competitions in accordance with the budget of Biathlon Ontario.
8. Provide and include in the Agreement a dispute mechanism and related procedures/process that is in conformity with the principles of natural justice and procedural fairness, which shall include access to an independent arbitration process with respect to any dispute the carded athlete may have with Biathlon Ontario related to or arising out of this Agreement.

c. GENERAL RULES OF CONDUCT

1. Biathlon Ontario Athletes shall:
 - a) Recognize that they are ambassadors for the sport of biathlon, Biathlon Ontario and Biathlon Canada and that it is a privilege to represent their school, community, province and country.
 - b) Maintain consideration and respect towards the public, coaches, officials and other Athletes regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, or disability.
 - c) Treat their opponents with respect; show good sportsmanship by winning with humility and losing with dignity; respect the decisions of officials without gesture or argument; and recognize the efforts of team mates or opponents regardless of race, national or ethnic origin, colour, religion, age, sex, sexual orientation or ability.
 - d) Agree to abide by the rules, bylaws, regulations, and/or laws of Biathlon Ontario, Biathlon Canada, the Province of Ontario, Canada, any host countries, and host venues.
 - e) Avoid any behaviour that would cause unreasonable disruption or interference in competitions, training camps, or preparation of any Athlete for a competition (i.e. fighting, abusive or foul language, etc.).
 - f) Avoid theft or vandalism of any property, hotel rooms, dormitories, training facilities, and equipment. The Athlete shall be held personally accountable for such actions and agrees to reimburse Biathlon Ontario directly for any such damage as levied by the Biathlon Ontario coach.
 - g) Treat with respect all property owned, rented by or loaned by Biathlon Ontario, including, but not limited to, team equipment, clothing, rental or other vehicles and accommodations.
 - h) Avoid the use of banned substances that are in contravention of the rules, regulations and bylaws of Biathlon Canada, the International Olympic Committee, and The Canadian Policy on Doping in Sport.
 - i) Submit without prior warning, to unannounced doping-control tests in addition to other prior-notice tests and submit at other times to doping control testing when requested by Biathlon Ontario, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so. Failure to submit to such testing may be grounds for immediate dismissal from Biathlon Ontario membership.
 - j) Avoid the possession of anabolic drugs and neither supply such drugs to others directly or indirectly nor encourage or condone their use by knowingly aiding in any effort to avoid detection of the use of banned substances or banned performance enhancing practices.

- k) Refrain from the use or possession of illegal drugs as defined by the Criminal Code of Canada. Failure to do so will result in suspension or dismissal from the team.
- l) Participate, if asked by the Biathlon Ontario to do so, in any Doping Control/Education Program developed by the Biathlon Ontario in co-operation with Sport Canada and the CCES
- m) Consumption of alcohol by athletes of any age during any Biathlon Ontario sanctioned event is strictly prohibited.
- n) Refrain from smoking. Smoking by Athletes is prohibited by Biathlon Ontario at official events.
- o) Adhere to and comply with Biathlon Ontario's dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement.
- p) Actively participate in all Ontario AAP evaluation activities. Athletes will cooperate fully in any evaluation of the Ontario AAP 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.

IV. ATHLETE TECHNICAL REQUIREMENTS

2. **All minimum Ontario AAP eligibility criteria for athletes within the Quest for Gold program apply to this agreement.**
3. Athlete must be on an annual training plan from a minimum Level II Biathlon coach. It is understood that not all athletes have a Level II Biathlon coach at their club to prepare a year long plan however it is expected that athletes can have their XC coach work with a Biathlon coach of their choice to put the final plan together. The high level details of the training plan must be sent to the Vice President Technical by November 1, 2008 and shall include total training hours and # of rounds planned for the year.
4. Athlete must perform the Biathlon Ontario sport specific test bi annually as directed by Biathlon Ontario Head coach. Periodic testing of the athletes is meant to serve as feedback for the athlete and the coaches to determine the effectiveness of their training program. The Head Coach and Vice President Technical may request additional individual athlete testing at any time.
5. Athletes must record all biathlon and cross training in I-Log in the format specified by Head Coach Biathlon Ontario. Athletes must pay an annual monitoring fee of \$120.00 to Biathlon Ontario Nov 1, 2008. This fee covers provincial coaches training review and monthly consultation.
6. Athletes must attend the annual Biathlon Ontario summer training camp, typically at Ethan Allen Biathlon facility in Vermont. Planned dates are August 1-9, 2009, however finalized location and date will be posted on Biathlon Ontario website by April 30, 2009.
7. Athletes are expected to attend as many other Biathlon Ontario training camps as possible especially camps that provide shooting training due to the limited availability of ranges.
8. Senior men and women athletes in the second year of the category, (ie. 22 years old) and older must attend the National Team trials and attempt to qualify to be sanctioned for Euro Cup #1 and or #2 and/or the World Cup Tour.

9. Junior and Youth aged athletes should be training towards and attempting to qualify for the Canada Winter Games, the World Junior and Youth Championships.
10. Development-aged, half-card athletes must compete at the Senior Boy/Girl .22 cal. rifle category.
11. Full-card athletes that are not assigned to a National Team, National Development Team or competing on Euro Cup circuit must compete in a minimum of 3 Nor-Am Cups and 2 Provincial type race weekends, one of which must be the Ontario Biathlon Championships.
12. Half-card athletes must compete at a minimum of 3 Provincial-type race weekends, one of which must be the Ontario Biathlon Championships.
13. All full-card athletes must qualify for Biathlon Ontario Provincial Team as a full team member and attend the National Championships in accordance with the Biathlon Ontario Provincial Team Selection policy to be considered for carding in the following carding year. Development-aged athletes must qualify, as a minimum, as a sanctioned member and attend Nationals Championships if spots remain on the Team in accordance with Provincial Team selection policy. All carded athletes must accept the Provincial Team nomination and sign the Provincial Team athlete agreement.
14. Full-card athletes are expected to assist in the advancement of development aged athletes by assisting Club and Provincial Team coaches at development training camps. This could be done in ways such as giving motivational speeches, mentoring and direct coaching.
15. Exceptions can be made for injury or sickness or other extenuating circumstances for an athlete's attendance/effort at camps and training races; decision will be made by the head coach and Vice President Technical on a case-by-case basis

V. DRESS

1. Biathlon Ontario team members must dress appropriately when representing the team. Athletes will endeavour to bring appropriate clothing for all official functions and banquets. All clothes should be neat and clean.
2. Athletes are asked to not dress in sweat pants, torn blue jeans, or training apparel when traveling.
3. Athletes must dress and race in Biathlon Ontario clothing at Biathlon Ontario Championships and National Championships.

VI. PUNCTUALITY

1. In order for team co-ordination to work effectively, it is important for all members to be punctual, therefore all team members are expected to be on time for all scheduled events such as training sessions, competitions, meetings, etc.

VII. ACTIVITIES - RACES AND TRAINING

1. At races and training camps such as the National Championships and the Jericho camp, the accommodations for team activities will be arranged by the Vice President Technical or an official designate. All the athletes will be required to travel and billet with the team. Any alternate arrangements must be with the approval of the Vice President Technical.

2. A curfew of 10:00 p.m. will be strictly enforced. All Athletes must be in their rooms by the curfew time at the latest and must remain there until the rising time in the morning as determined by the coach or parent chaperone. Violation of the curfew is a serious violation of the rules of conduct, and will not be tolerated. A coach or parent chaperone must be contacted if there is a health issue that required the Athlete to leave their room during the night.
3. Coaches may call an earlier curfew for training /travel or racing reasons and may designate quiet times when Athletes are required to rest in their rooms. There will be no visiting in rooms during quiet times or after curfew.
4. Room visits involving persons not rooming together will take place with doors opened, which will allow a clear view of the room and occupants.
5. Athletes may request specific roommates, however, the coach will make the final decision.
6. Coaches, or parent chaperones designated by the coaches, must be kept informed of the Athletes' whereabouts at all times. All team members must confirm that one of the coaching staff is agreeable to any planned visit/activity away from the team accommodations or activity site before leaving. Athletes are not allowed to leave the activity site or team accommodations without a coach or assigned parent chaperone's approval.

VIII. HARASSMENT

Athletes shall not participate in any form of harassment. Athletes will be familiar with, and sign off on, the Harassment Policy which is attached to, and forms part of, this contract.

IX. ELIGIBLE EXPENSES FOR CARDED ATHLETES

1. Carded Athletes receiving funding under the Ontario Athlete Assistance Program may spend the funding obtained under the Quest for Gold only on the following items:
 - a) Normal living expenses;
 - b) Costs directly associated with training (e.g. coaching, facility fees, other athlete services);
 - c) Cost associated with attending training camps and competitions (e.g. entry fees, travel costs);
 - d) Sport specific equipment; and
 - e) Tuition and education related expenses (e.g. books, fees).
2. Athletes who receive Quest for Gold - OAAP funding must retain all records and documents related to the grant (e.g. receipts for their eligible expenditures) for a three (3) year period, and make them available for inspection by the Ministry of Health Promotion if requested.
3. The Canada Revenue Agency has advised that benefits received from the Quest for Gold -OAAP will be tax free.

X. COMMITMENT BY CARDED ATHLETES

Carded athletes receiving funding under the Quest for Gold - OAAP must agree to compete for Ontario for one full year from being enrolled in the Program (from date of receipt of Minister's letter informing athlete of enrolment), must dress in the Provincial Team uniform and other official clothing, if applicable, while travelling or participating as part of the Provincial Team.

XI. DISCIPLINE

1. The Athlete agrees that they may be disciplined by removal of privileges granted in this Agreement, suspension, or removal from the Biathlon Ontario OAAP funding list if they breach this Agreement, and/or their behaviour has a serious, disruptive effect on other Team members.
2. Without limiting the generality of the foregoing, the Athlete agrees that if expelled from an activity (e.g. competition, training) for breach of this Agreement, the Athlete will be personally liable for any travel, accommodation or other costs associated with the event incurred by Biathlon Ontario on their behalf. Agreement on reimbursement of these costs will occur prior to the expelled Athlete leaving the activity site.

XII. ATHLETE GRIEVANCE PROCEDURE

1. All members of Biathlon Ontario should undertake to resolve any differences with another member in good faith and to settle any disagreement in a non-confrontational and timely manner.
2. Should the matter fail to be resolved, the aggrieved Athlete may make a formal appeal, in writing, to the Head Coach, or to the Vice President (Technical) if the dispute is with a decision of the Head Coach, not longer than 14 calendar days after the occurrence/disagreement.
3. The Head Coach or Vice President (Technical) will respond in writing within 7 calendar days.
4. If the Athlete is unsatisfied with the decision, they must make a written request for a review by the President of Biathlon Ontario within 30 calendar days of decision.
5. The President of Biathlon Ontario shall forward the complaint to the Appeal Committee, which will be comprised of the President of Biathlon Ontario and the Vice President (Administration). Should either of these persons be the subject of the grievance, they will be replaced by another member of the Executive as determined by the Appeals Committee member not the subject of the grievance.
6. A decision of the Appeals Committee shall be rendered, in writing to the griever, within 60 days of receiving the complaint.
7. All decisions of the Appeals Committee shall be final.
8. The griever has the right to request the assistance of the Athlete Representative throughout the Grievance Process and to have them present in any discussion.

XIII. DEFAULT OF AGREEMENT

1. Where one of the parties to this agreement is of the opinion that the other party has failed to conform with its obligations under this agreement, the following shall occur:
 - i. The one party shall notify the other party in writing of the particulars of the alleged default.
 - ii. If there exists a reasonable opportunity to correct the default and the default is not so fundamental as to amount to a repudiation of this agreement, the notifying party shall indicate in the notice the steps to be taken to remedy the default and a reasonable period of time to complete the remedial steps.

- iii. The parties agree that the giving of the above referred-to 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.
2. If the party receiving the notice remedies the breach within the specified time, the dispute shall be considered resolved and neither party shall have any recourse against the other concerning the matter alleged to comprise the default. If the party receiving the notice fails to remedy the breach within the specified time and either party wishes recourse against the other concerning the matters alleged to comprise the default, that party shall use the dispute settlement mechanism of this agreement to resolve the differences between the parties.

XIV. RESOLUTION OF DISPUTES

Biathlon Ontario and the ATHLETE agree that alleged breaches and disputes relating to this Agreement shall be dealt with as follows:

- a) In dealing with alleged breaches and disputes relating to this Agreement, time shall be of the essence.
- b) Information pertaining to alleged breaches or disputes relating to this Agreement shall be kept confidential, and such information shall only be disclosed to outside parties with the express permission of Biathlon Ontario and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of Biathlon Ontario or the Government of Ontario, or is required by virtue of a contractual commitment Biathlon Ontario or the ATHLETE may have to another party or parties.
- c) Where the Provincial Coach, in consultation with the VP Technical, is of the view that the ATHLETE is in breach of any of the provisions of this Agreement, the ATHLETE shall be notified immediately by e-mail with a copy by regular mail. The VP Technical shall be copied on all correspondence pertaining to the alleged breach.
- d) In the event that the Provincial Coach and VP Technical cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to the President of Biathlon Ontario who shall, within 14 days, investigate and decide the dispute.
- e) In deciding the dispute, the President shall have the authority to stipulate specific performance to remedy the breach of the Agreement and/or to discipline the ATHLETE by applying any one or combination of the following disciplinary sanctions:
 - i. a written reprimand;
 - ii. removal of certain High Performance Program privileges;
 - iii. suspending the ATHLETE from further participation on the Provincial Teams Program,
 - iv. either for specified events or for a specified period of time;
 - v. dismissing the ATHLETE from the Provincial Teams Program;
 - vi. termination of this Agreement; and/or
 - vii. any other sanction considered appropriate in the circumstances.
- f) Where the ATHLETE is of the view that the Provincial Coach, the VP Technical, or any other representative of Biathlon Ontario is in breach of any of the provisions of this Agreement, the ATHLETE shall notify Biathlon Ontario's President who shall investigate and decide the dispute in a timely manner.
- g) Any decision made with respect to an alleged breach of this Agreement may be referred to Biathlon Ontario's policies pertaining to the resolution of disputes, including Biathlon Ontario's Appeals Policy.

BIATHLON ONTARIO POLICY ON DEALING WITH HARASSMENT

I. POLICY STATEMENT

1. Biathlon Ontario is committed to providing a sport and work environment in which all individuals are treated with respect and dignity. Each individual has the right to participate and work in an environment, which promotes equal opportunities and prohibits discriminatory practices.
 - Harassment is a form of discrimination. Harassment is prohibited by the Canadian Charter of Rights and Freedoms and by human rights legislation in every province and territory of Canada.
 - Harassment is offensive, degrading, and threatening. In its most extreme forms, harassment can be an offence under Canada's Criminal Code.
 - Whether the harasser is a director, supervisor, employee, coach, official, volunteer, parent or Athlete, harassment is an attempt by one person to assert abusive, unwarranted power over another.
 - Biathlon Ontario is committed to providing a sport environment free of harassment on the basis of race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, or pardoned conviction.
2. This policy applies to all directors, officers, volunteers, coaches, Athletes, officials, members, as well as to all employees of Biathlon Ontario. Biathlon Ontario encourages the reporting of all incidents of harassment, regardless of who the offender may be.
3. This policy applies to harassment, which may occur during the course of all Biathlon Ontario business, activities, and events. It also applies to harassment between individuals associated with Biathlon Ontario but outside Biathlon Ontario business, activities, and events when such harassment adversely affects relationships within Biathlon Ontario's work and sport environment.
4. Notwithstanding this policy, every person who experiences harassment continues to have the right to seek assistance from their provincial or territorial human rights commission, even when steps are being taken under this policy.

I. DEFINITION

1. Harassment takes many forms but can generally be defined as comment, conduct, or gesture directed toward an individual or group of individuals, which is insulting, intimidating, humiliating, malicious, degrading, or offensive.
2. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:
 - Submitting to or rejecting this conduct is used as the basis for making decisions which affect the individual; or
 - Such conduct has the purpose or effect of interfering with an individual's performance; or

- Such conduct creates an intimidating, hostile, or offensive environment.
3. Types of behavior which constitute harassment include, but are not limited to:
 - Written or verbal abuse or threats;
 - The display of visual material which is offensive or which one ought to know is offensive;
 - Unwelcome remarks, jokes, comments, innuendo, or taunting about a person's looks, body, attire, age, race, religion, sex, or sexual orientation;
 - Leering or other suggestive or obscene gestures;
 - Condescending, paternalistic, or patronizing behavior which undermines self-esteem,
 - Behavior which diminishes performance, or adversely affects working conditions;
 - Practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;
 - Unwanted physical contact including touching, petting, pinching, or kissing;
 - Unwelcome sexual flirtations, advances, requests, or invitations; or
 - Physical or sexual assault.
 4. Sexual harassment most commonly occurs in the form of behavior by males toward females; however, sexual harassment can also occur between males, between females, or as behavior by females toward males.
 5. For the purposes of this policy, retaliation against an individual,
 - For having filed a complaint under this policy; or
 - For having participated in any procedure under this policy; or
 - For having been associated with a person who filed a complaint or participated in any procedure under this policy,
 will be treated as harassment, and will not be tolerated.

II. RESPONSIBILITY

1. The President and the Vice President (Administration) of Biathlon Ontario are responsible for the implementation of this policy. In addition, the President and the Vice President (Administration) of Biathlon Ontario are responsible for:
 - a) Discouraging and preventing harassment within Biathlon Ontario;
 - b) Investigating formal complaints of harassment in a sensitive, responsible, and timely manner;

- c) Ensuring notification of custodial parent(s)/guardians of any directly affected athlete under the age of 18 years;
 - d) Imposing appropriate disciplinary or corrective measures when a complaint of harassment has been substantiated, regardless of the position or authority of the offender;
 - e) Providing advice to persons who experience harassment;
 - f) Doing all in their power to support and assist any employee or member of Biathlon Ontario who experiences harassment by someone who is not an employee or member of Biathlon Ontario;
 - g) Making all members and employees of Biathlon Ontario aware of the problem of harassment, and in particular, sexual harassment, and of the procedures contained in this policy;
 - h) Informing both complainants and respondents of the procedures contained in this policy and of their rights under the law;
 - i) Regularly reviewing the terms of this policy to ensure that they adequately meet the organization's legal obligations and public policy objectives;
 - j) Appointing officers and providing the training and resources they need to fulfill their responsibilities under this policy; and
 - k) Appointing unbiased case review panels and appeal bodies and providing the resources and support they need to fulfill their responsibilities under this policy.
2. Every member of Biathlon Ontario has a responsibility to play a part in ensuring that the Biathlon Ontario sport environment is free from harassment. This means not engaging in, allowing, condoning, or ignoring behavior contrary to this policy. In addition, any member of Biathlon Ontario who believes that a fellow member has experienced or is experiencing harassment is encouraged to notify a harassment officer appointed under this policy.
3. In the event that either the Vice President (Administration) or the President is involved in a complaint which is made under this policy, the Board of Directors of Biathlon Ontario shall appoint a suitable alternate for the purposes of dealing with the complaint while ensuring that one member is of the same gender as the complainant.

Duration of Agreement

This AGREEMENT comes into force on the _____ day of _____, 200__

and terminates on the _____ day of _____, 200__ .

Athlete Declaration

I hereby declare that I have read and fully understand the above Athlete Agreement, and the attached Harassment Policy, and I agree to abide by their terms.

I hereby declare that in return for any financial assistance provided by the *Quest for Gold* - Ontario Athlete Assistance Program, I undertake to fulfil all commitments and responsibilities outlined in the booklet "OAAP Athlete Handbook" and my Athlete Agreement. I agree to refund any assistance provided to me, should my eligibility status change or my carded status be withdrawn, effective the withdrawal/change of status date.

Athlete signature

Date

Parent signature (if athlete is under 18)

Date

Biathlon Ontario representative signature

Date