



**B i a t h l o n O n t a r i o**  
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**Quest For Gold Ontario AAP : Biathlon Ontario - Athlete Agreement**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN

**Biathlon Ontario**, (hereinafter referred to as "the PSO/MSO"), having its provincial office at 1611 Shadybrook Place, Sudbury, Ontario

AND

\_\_\_\_\_, (hereinafter referred to as "the Athlete") residing at \_\_\_\_\_.

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

WHEREAS the PSO/MSO is recognized by **Biathlon Canada** (the PSO/MSO's National Federation) and The Ministry of Health Promotion as the sole Provincial Federation governing the sport of Biathlon in Ontario;

WHEREAS the PSO/MSO and \_\_\_\_\_ recognize the need to clarify the relationship between the PSO/MSO 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 the PSO/MSO and the Athlete who applies for assistance under the Ontario AAP;

AND WHEREAS the National Federation requires that the PSO/MSO certify the eligibility of the Athlete to compete as a member in good standing;

NOW THEREFORE the parties agree to the following:

## **PSO/MSO's Obligations**

### **1. The PSO/MSO shall:**

- a. 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;
- b. publish criteria for the selection of athletes to the Ontario AAP before the selection process begins for the particular sport;
- c. nominate all athletes who meet Ontario AAP criteria;
- d. 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 the PSO/MSO;
- e. assist the Athlete in obtaining quality medical care and advice;
- f. regularly provide Provincial Team and OAAP information (training and competition) to the Athlete in the form of mailed and/or emailed correspondence and publication on the Biathlon Ontario website;
- g. provide a formal review of the Athlete's annual training program;
- h. provide funding for the Athlete for training camps and competitions in accordance with the budget of the PSO/MSO;
- i. provide and include in 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 the PSO/MSO related to or arising out of this Agreement.

## **Athlete's Obligations**

### **2. The Athlete shall:**

- a. recognize the responsibilities of the coaches in coaching-related decisions and follow the training and competitive program mutually agreed to by the following:
  - o the PSO/MSO representative responsible for developing and monitoring Provincial Team training and competitive programs (the Provincial Coach or High Performance Director, for example);
  - o the Athlete's personal coach; and
  - o the Athlete;
- b. avoid living in an environment not conducive to high-performance achievements or taking any deliberate action that puts his or her ability to perform at risk or limits performance;

- c. provide the Provincial Coach or his or her designate, by mail sent to the PSO/MSO, with an annual training chart and monthly updates of changes to the chart or any other appropriate information that the PSO/MSO may request;
- d. participate in all mandatory training camps and competitions as described in **Appendix A** of this Agreement.
- e. notify the PSO/MSO immediately in writing of any injury or other legitimate reason that will prevent the Athlete from participating in an upcoming event referred to in **Appendix A** of this Agreement and ensure in the case of an injury that a certificate from a medical doctor setting out the specific nature of the injury is forwarded to the PSO/MSO within three weeks of the injury;
- f. agree to compete exclusively for Ontario and/or Canada from one year from being enrolled in Ontario AAP (from date of receipt of Minister's letter informing athlete of enrolment), dress in the Provincial Team uniform and other official clothing, if applicable, while traveling or participating as part of the Provincial Team;
- g. avoid any action or conduct that would reasonably be expected to significantly disrupt or interfere with a competition or the preparation of any Athlete for a competition;
- h. avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation 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 the PSO/MSO, Sport Canada, the Canadian Centre for Ethics in Sport (CCES) or other authorities designated to do so;
- 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. participate, if asked by the PSO/MSO to do so, in any Doping Control/Education Program developed by the PSO/MSO in co-operation with Sport Canada and the CCES;
- l. avoid participating in any competitions where federal government sport policy has determined that such participation is not permitted;
- m. participate in sport-related, non-commercial promotional activities on behalf of the Government of Ontario. The PSO/MSO 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;
- n. adhere to and comply with the PSO/MSO's dispute mechanism procedure in the event of a dispute relating to or arising out of this Agreement;
- o. actively participate in all Ontario AAP evaluation activities. Athletes will co-operate 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;

- p. spend the Ontario AAP funding obtained only on the following items:
- o Normal living costs
  - o Costs directly associated with training (e.g. coaching, facility fees, other athlete services)
  - o Costs associated with attending training camps and competitions (e.g. entry fees, travel costs)
  - o Sport specific equipment
  - o Tuition and education related expenses (e.g. books, fees).

### **3. Default of Agreement**

- a. 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.
- b. 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.

**All minimum eligibility criteria for athletes within the *Quest for Gold* Program (OAAP) apply to this agreement.**

#### 4. Resolution of Disputes

PSO/MSO 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. Except for disclosures to the Ontario Ministry of Health Promotion, which the ATHLETE and the PSO/MSO hereby authorise for the purpose of administering the Ontario AAP, such information shall only be disclosed to outside parties with the express permission of PSO/MSO and the ATHLETE, unless such disclosure is required by law, is mandated by the policies of PSO/MSO or the Government of Ontario, or is required by virtue of a contractual commitment PSO/MSO or the ATHLETE may have to another party or parties.
- c) Where the Provincial Coach, in consultation with the VP responsible for the High Performance Program, 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 responsible for High Performance shall be copied on all correspondence pertaining to the alleged breach.
- d) In the event that the Provincial Coach and VP responsible for High Performance cannot remedy the alleged breach within 14 days after the ATHLETE has been notified, the matter shall be referred to the President of PSO/MSO 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, either for specified events or for a specified period of time;
  - iv. dismissing the ATHLETE from the Provincial Teams Program;
  - v. termination of this Agreement; and/or
  - vi. any other sanction that it considers appropriate in the circumstances.
- f) Where the ATHLETE is of the view that the Provincial Coach, the VP responsible for High Performance, or any other representative of PSO/MSO is in breach of any of the provisions of this Agreement, the ATHLETE shall notify the PSO/MSO 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 PSO/MSO's policies pertaining to the resolution of disputes, including the PSO/MSO Appeals Policy.

## **Duration of Agreement**

This AGREEMENT comes into force on the date that the Ministry of Health issues an Approval Letter announcing the award of Ontario AAP funding to the ATHLETE and shall be in effect for a period of one year from the date of that Approval Letter, unless terminated earlier.

## **Athlete Declaration**

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/PSO/MSO 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
_____	_____
PSO/MSO representative signature	Date

**See *Appendix A – Biathlon Ontario Specific Conditions***

***Appendix B – Biathlon Ontario Athlete Agreement and Code of Conduct***

***Appendix C – Biathlon Ontario Policy on Dealing With Harassment***

***Appendix D – Biathlon Ontario Travel Policy for Races and Camps***

***Attached ...***

## **Appendix A to the OAAP Biathlon Ontario - Athlete Agreement.**

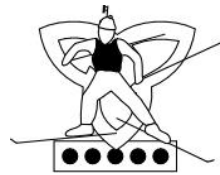
### **Biathlon Ontario Specific Conditions**

- 1. All minimum Ontario AAP eligibility criteria for athletes within the Quest for Gold program apply to this agreement.**
2. The athlete must be a BION member in good standing and remain such throughout the duration of the 2009/10 carding year.
3. The athlete must sign and adhere to the standard Biathlon Ontario Athlete Agreement and Code of Conduct (**Appendix B**) which includes knowledge of, and compliance with, the Biathlon Ontario Policy on Dealing With Harassment (**Appendix C**) and the Biathlon Ontario Travel Policy (**Appendix D**).
4. The athlete must own a .22 calibre biathlon rifle (or if under 18, be designated by the owner to use the firearm), and have the applicable permits for the ownership and/or use of the firearm.
5. The athlete must be on an annual biathlon training plan from a certified Level III biathlon coach if training outside Ontario, a National Development Team training plan or the Biathlon Ontario Annual training plan from the BiOn Head Coach. 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.
6. The athlete must perform the Biathlon Ontario sport specific testing at one or more of the testing opportunities each year (or an equivalent testing process recognized by Biathlon Ontario) as directed by the 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.
7. Athletes must record all biathlon and cross training in I-Log in the format specified by the Head Coach of Biathlon Ontario.
8. Athletes must attend 2 or more Biathlon Ontario-sanctioned training camps during the year. There will be at least 5 training camp opportunities offered by/through Biathlon Ontario in each year. The emphasis should be on camps that provide .22 shooting and on-snow training opportunities.
9. Biathlon men and women athletes in the first or second year of the category, (ie. 21 or 22 years old) 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 and/or be designated to be on the National Development Team.

10. IBU Junior and Youth aged athletes should be training towards and attempting to qualify for the Canada Winter Games and the World Junior and Youth Championships.
11. Development-aged, half-card eligible athletes must compete at the Senior Boy/Girl .22 cal. rifle category or higher.
12. 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 2 Nor-Am Cups and 2 Provincial type race weekends, one of which must be the Ontario Biathlon Championships if that is held in the funding year.
13. Half-card eligible athletes must compete at a minimum of 3 Provincial-type race weekends or higher level (North American Cup), one of which must be the Ontario Biathlon Championships if that is held in the funding year.
14. All full-card athletes must qualify for the 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.
15. 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.

Exceptions can be made for injury or sickness or other extenuating circumstances for an athlete's attendance/effort at training and testing camps and races; decisions regarding these circumstances will be made by the Head Coach of Biathlon Ontario and the Vice President Technical on a case-by-case basis, subject to the dispute resolution process.

## Appendix B to the OAAP Biathlon Ontario - Athlete Agreement.



### BIATHLON ONTARIO

#### **ATHLETE AGREEMENT AND CODE OF CONDUCT**

*This must be completed by any athlete who competes outside of their home club.*

Athlete Name: \_\_\_\_\_

I hereby declare that I have read and fully understand the **Biathlon Ontario Athlete Agreement and Code of Conduct**, and agree to abide by the terms herein.

I agree to complete and file with Biathlon Ontario, the required **Emergency and Medical Information and Consent Form**, and to ensure that I have a copy of same at all races or camps at which I participate. I agree to ensure that I carry adequate health /medical insurance coverage, and that I will be responsible for any costs for medical treatment not covered by my insurance.

I agree to abide by the rules, bylaws, regulations, and/or laws of Biathlon Ontario, Biathlon Canada, the province of Ontario, Canada, any host jurisdictions, and host venues.

\_\_\_\_\_  
(Athlete Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(signature of parent/legal guardian for Athlete under age 18)

The following **Athlete Agreement and Code of Conduct** is for the benefit of the Athletes, coaches, volunteers, and all of Biathlon Ontario. Its purpose is to create the best possible environment for our athletes and coaches in which to strive to achieve excellence. An understanding of this agreement will clarify the responsibilities of participants, as well as those of Biathlon Ontario.

#### **General Responsibilities:**

1. It is the responsibility of the athlete to ensure they are physically capable of participating in a scheduled Biathlon event.
2. It is the responsibility of the athlete to ensure that they have all necessary firearms licenses and import permits to allow them to participate in events in Canada or the United States or other jurisdictions.
3. It is the responsibility of the athlete to ensure that they have valid Health Insurance under the Ontario Health Plan.
4. It is the responsibility of the athlete to ensure that, when traveling outside of Ontario, they have adequate supplementary emergency medical insurance coverage.
5. It is the responsibility of the athlete to read the **Biathlon Ontario Travel Policy**, to understand the travel arrangement responsibilities of Biathlon Ontario, the athlete, and the minor-aged athlete's parents.

6. It is the responsibility of Biathlon Ontario and its Member Clubs, in conjunction with Biathlon Canada, to organize programs and provide resources for the development of Biathlon in Ontario, by the provision of opportunities for coaches' and officials' training, in accordance with the budget of Biathlon Ontario.
7. It is the responsibility of Biathlon Ontario and its Member Clubs, to provide a program of training opportunities and races for the development of athletes in the sport of Biathlon.

### **General Rules of Conduct**

Biathlon Ontario athletes should always remember that they are ambassadors for the sport of biathlon, for Biathlon Ontario, and Biathlon Canada.

Athletes should demonstrate good sportsmanship and show respect for others by winning with humility and losing with dignity; avoiding behaviour that could cause disruption or interference with other competitors during training or competition; striving to demonstrate a positive and supportive attitude towards themselves and others; working as a cooperative member of a team; being respectful of the equipment of others; and being responsible for the safe handling, care and maintenance of their own equipment.

#### *Each Biathlon Ontario Athlete shall:*

- 1 Avoid any behaviour that could reasonably be expected to significantly disrupt or interfere with a competition, training camp, or preparation of any athlete for an event;
- 2 Treat with respect, and avoid damage to, all property, facilities and equipment used for the purpose of training or competition, including but not limited to: rental accommodations, vehicles, host club facilities, equipment, and clothing of others. The athlete shall be held personally accountable for any such damage and will reimburse Biathlon Ontario directly for any such damage as determined by the Biathlon Ontario VP Technical;
- 3 Avoid the use of banned substances that contravene the rules of Biathlon Canada, the International Olympic Committee (IOC), the rules of the International Biathlon Union and the Canadian Policy on Doping in Sport. Athletes, in consultation with their coaches, have a responsibility to be aware of, and avoid the use of performance enhancing substances or practices;
- 4 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 revocation of Biathlon Ontario membership;
- 5 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;
- 6 Refrain from the use or possession of illegal drugs as defined by the Criminal Code of Canada;
- 7 Refrain from smoking at any official biathlon event;
- 8 Refrain from the consumption of alcohol during any event. Possession or consumption of alcohol by athletes who have not reached the age of majority in Ontario is strictly forbidden during team trips, regardless of the drinking age in the host jurisdiction;
- 9 Adhere to the Laws of the host jurisdiction;
- 10 Adhere to the curfew and quiet times set by the Head Coach if the athlete is staying/traveling with the team. There shall be no visiting in rooms during quiet times or after curfew;
- 11 Ensure that room visits involving athletes not rooming together will take place with doors opened and allowing a clear view of the room and occupants;
- 12 Agree to pay their share of coaching costs for an event if they are receiving **any** coaching support at the event. This cost would include coaching fees and the cost of the coach(es)' travel (transportation, accommodations, and meals). They would also be billed for their share of the cost of any waxes used on their skis by Biathlon Ontario personnel;
- 13 Ensure that, if staying/traveling with other athletes, that the coach, or designate, is aware of and in concurrence with their whereabouts and activities at all times when away from the team accommodations or event site;
- 14 Read, understand and abide by the ***Biathlon Ontario Policy on Dealing with Harassment***.

## **Resolution of Disputes and Disciplinary Procedures:**

Biathlon Ontario and the Athlete agree that alleged breaches and disputes relating to this Agreement shall be dealt with in a timely manner. Information relating 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.

All members of Biathlon Ontario should undertake to resolve any differences or disagreements with another member, in good faith and in a non-confrontational and timely manner.

Minor breaches of discipline shall be dealt with by the coaching staff and/or the Vice President Technical, by discussing the problem with the athlete(s) involved.

Resolution of the problem could involve the imposition of disciplinary measures by the coaching staff, which may include withdrawal of training or competition privileges including entry to races. The Athlete agrees that if expelled from an activity for breach of this Agreement, the Athlete will be personally liable for any travel, accommodation or other costs associated with the event, including their share of the Coaching costs, incurred by Biathlon Ontario on their behalf. Agreement on reimbursement of these costs will occur prior to the expelled Athlete leaving the activity site. In these extreme circumstances, these actions will only be considered after at least a telephone review with the Biathlon Ontario VP Technical, the Biathlon Ontario President, and the parents of any minor-age athlete.

If an informal approach fails to resolve the problem, or if there are persistent breaches of this Agreement, a formal complaint should be made to the Biathlon Ontario President. This formal (written) complaint should be preceded by notification of the parties involved within 24 hours of the problem occurring, and should include the following details:

- 1 – The time, date, and location of the problem;
- 2 – The name(s) of the person(s) alleged to have breached the Agreement;
- 3 – The name(s) of any person(s) who may have been wronged;
- 4 – The full name and address of the person(s) making the complaint;
- 5 – A specification of the rule or guideline broken;
- 6 – A description of the offensive behaviour and the effect on others or on the event in process;
- 7 – Any other relevant information.

A Review Panel will be set up within 14 days of receipt of this written complaint, by the Biathlon Ontario President and will include the Biathlon Ontario President (or designate), the Vice President Technical (or designate), the head of Coaching staff at the event (or designate) and a representative of the person(s) alleged to have breached the Agreement.

The Athlete shall be notified of the scheduling of this review. All parties to the dispute may call witnesses and submit evidence and ask questions of the others involved.

A written record of the proceedings shall be made and may not be released by the panel except to the Board of Directors of Biathlon Ontario. The Review Panel will advise the complainant(s) of its decision within 60 days of receipt of the written complaint

All decisions of the Review Panel shall be final.

This process does not relate to protests connected with a decision by a race jury regarding actions which are covered by Biathlon Canada and International Biathlon Union (IBU) rules and regulations.

## **Appendix C to the OAAP Biathlon Ontario - Athlete Agreement.**

### **BIATHLON ONTARIO POLICY ON DEALING WITH HARASSMENT**

#### **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.

#### **DEFINITION**

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.

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.

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.

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.

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.

## **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.

## Appendix D to the OAAP Biathlon Ontario - Athlete Agreement

### **Biathlon Ontario Travel Policy for Races and Camps**

The success of our athletes and their coaches wouldn't be possible without the efforts of everyone involved: the athletes, the coaches, the Biathlon Ontario Board, the volunteers, and particularly the parents - parents who drive to many of the races and provide team support while there, the parents who help out by arranging transportation and accommodations for out-of-town events, and the families who billet the team when needed.

In order to ensure continuing success for our athletes, it is important to minimize the stress and frustrations of travel for all involved. An athlete cannot race well if tired, sick, or stressed due to overcrowding or last minute changes to arrangements.

It is helpful to all involved to have a set policy which outlines expectations and responsibilities related to travel for races and training camps, as well as a full reporting of costs involved and billed to athletes for each event. Parents and athletes need to know what their responsibilities are, both financially and as support, while at the same time being assured that proper arrangements have been made for our racers.

***Compliance with the following policy regarding travel is mandatory for "Team Ontario" members, and recommended for any other athletes who are traveling to races and training camps as members of their local club or as independents.***

#### **NECESSARY DOCUMENTATION:**

A – **Athlete Agreement** – All athletes attending training camps or competing in races outside of their home club must ensure that a signed Biathlon Ontario Athlete Agreement and Code of Conduct, which sets out expected standards of conduct for athletes, is on file with Biathlon Ontario.

B – **Under-18 Travel Permission Form** – This form provides parental permission for athletes under 18 years of age, who are not accompanied by a parent to travel and participate in an event. All athletes under the age of 18, attending training camps and/or races without an accompanying parent, must be prepared to provide this completed and signed form to the VP Tech or Head Coach.

C – **Emergency and Medical Information and Consent Form** – Any athlete competing or attending training camps outside of their home club, must ensure that this form is on file with Biathlon Ontario, and must ensure that they have a copy of it with them when traveling.

D – **Travel Outside of Ontario** – All athletes must be able to provide proof of supplemental Medical Insurance for any travel outside of Ontario.

**E – Possession and Transportation of Rifle and Ammunition** – All athletes must ensure that they have the necessary firearms permits/licenses, and if traveling out of Canada with their rifle and ammunition, must obtain the necessary import permits.

## **TRAVEL DETAILS:**

1 **Travel Arrangements** - Each athlete is responsible for his/her own travel arrangements. If possible, it is preferred if an accompanying parent(s) would volunteer to act as coordinator of arrangements to assist the athletes to arrange accommodations and to help coordinate travel. It is helpful if this can be arranged at the start of the season for the entire season. *The exception to this rule is the National Championships and Provincial Team Training Camps, for which arrangements will be made by the VP Technical.*

2 **Costs** – Each athlete is responsible for his/her own race registration and travel costs, as well as their share of the Coaching Fee and Coaching/support travel, accommodations, and meals, and costs of waxing. These costs will be shared equally by all athletes being supported by Biathlon Ontario coaching/support personnel. *An estimate of each person's share of costs will be made for each trip, and a deposit for that amount must be received by the Treasurer prior to the date of travel.*

3 **Subsidy** – Biathlon Ontario reserves the right, with advance notice, to provide a subsidy to officially nominated “Team Ontario” members for some or all of the Coaching/support Fees and travel costs. Any subsidy should be for coaching/support related costs only.

4 **Accompanying Parents** – *Parents who volunteer to drive athletes/coaches in their personal vehicle must ensure that the vehicle is adequately insured.* Volunteer drivers will be reimbursed for their gas costs by those traveling in their vehicle. It is the driver's responsibility to collect for this from their passengers. Accompanying parents are responsible for their own accommodation and meal costs, unless specifically required by the Head Coach and approved by the VP Tech, as a support person because of a shortage of coaching personnel.

5 **Distribution of Costs** – Racers (and parents) will be given a breakdown of costs related to each trip to explain billings sent out for an athlete's portion of the costs. Because athletes will be sharing rooms in motels, an accompanying coach or parent will be required to pay the accommodations bill on behalf of Biathlon Ontario, which will then reimburse them. Biathlon Ontario will then provide a billing to each athlete for his/her share of the accommodations cost, and their share of the coaching costs. This billing will detail the amount paid for each expense, i.e., racer rooms, coach fees, room, travel, meals, shared by the number of racers attending.

6 **Coaching Support** – Ideally, there will be one (1) coach/support person for every five (5) athletes. With older, more experienced athletes, one coach could support a higher number of athletes. Parent volunteers are encouraged to help when possible. If there are no parent volunteers available to help provide support, the VP Technical may ask someone to attend the event as an additional support person. That person's costs will be shared amongst the racers, in the same manner as coaching costs. This person would therefore be expected to provide support to the team at the race site as directed by the Head Coach. Conversely, athletes will not be expected to pay the costs for more than 1 coach/support staff per 5 racers,

except in any unusual circumstances, which will require approval by the VP Tech. Athletes and the Board will be notified in advance of any such change from policy.

**7 Room Sharing** - In a standard motel room, with 2 double beds, there should be no more than 3 athletes per room. This allows for each athlete to have his/her own bed, with one to be on a cot or in a sleeping bag on the floor. If only queen-size beds are available, 2 athletes could, if both agree, share a bed if they use separate coverings such as sleeping bags. If larger rooms are available, 1 more athlete could be in the room. Because of the wide variety of accommodations available, the VP Tech may need to approve alternate arrangements. Keep in mind that most rooms only have one bathroom, for 3 to 4 people. The racers also need room for all their gear, for drying out clothing and equipment, and for doing homework. We need to keep the well-being of our racers as a priority. If an athlete can't get a decent night's sleep and is too exhausted to race well, or gets sick, then the money for the trip is poorly spent.

**8 Transportation Safety** – Vehicles transporting athletes must be adequately insured, i.e., must provide a minimum of \$1 million third party liability (PLPD) insurance. Vehicles transporting athletes must not be overcrowded. The driver's visibility must not be blocked. Ski poles should not be carried in the passenger compartment unless safely stored in ski or pole bags. The Head Coach and the VP Tech have the right to limit the number of people in a vehicle if deemed unsafe.

**9 Participation commitment** – If, after making the commitment to attend, an athlete backs out of a race or camp (without a legitimate excuse as judged by the VP Tech), that athlete will be expected to pay his/her share of the coaches' fees and travel costs. A commitment deadline will be set for each event.

**10 Race Team Management** - Since we are a small organization, everyone needs to help out where possible, rather than the same few all the time. Because of the wide area covered by the team members, rather than have one person as the "Race Manager", we hope to have a "Race Management Team" of volunteers to make the best use of knowledge of different parts of the race circuit area and to share the work involved. Parents will be kept informed well in advance of plans for camps and races, will be asked to volunteer their help with arrangements, and will hopefully attend races (at their own cost) to provide encouragement to our racers. BION will attempt to have a coordinator for each race, hopefully someone who will be in attendance at the race, who will collect and submit costs to the Treasurer to distribute amongst racers.

**11 Race Team Authority** – The ultimate authority for race/camp arrangements lies with the VP Technical and the Head Coach.

Any questions or proposed changes regarding travel arrangements should be addressed to the VP Tech.

***By adhering to this policy we can minimize the stresses and frustrations experienced by our athletes, their parents, and the coaches.***

***Thank you for your cooperation.***

December 12, 2008

Amended May 15, 2009 re deposits for travel costs, and vehicle liability insurance requirement.