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U SPORTS 2021 WINTER UNIVERSIADE LUCERNE, SWITZERLAND DECEMBER 11-21, 2021

TEAM MEMBER AGREEMENT

BETWEEN:

U SPORTS

- and -

2021 WINTER UNIVERSIADE PARTICIPANT

in any of the following roles: Athlete, Coach, Team Leader, Athlete Support Staff or Mission Staff (an individual, referred to as "TEAM MEMBER")

PLEASE PRINT

amily Name		(Given Names		
Date of Birth		(D	(DD/MM/YYYY)		
Sport		or, Mission S	or, Mission Staff Unit		
Please indicate your ro	le: (indicate c	one of the followi	ng)		
Mission Staff	Athlete	Coach	Team Leader	Athlete Support Staff	
Other (please specify)		
E-mail:registration)			(should be the same	e one that you use in your officia	
I confirm the informatio	n provided on	this page is cor	rect.		
Signature			Date		



SCHEDULES

The following schedules are attached to, and form an integral part of this Agreement:

SCHEDULE 1 – POLICY ON TEAM MEMBER CONDUCT

SCHEDULE 2 - ANTI-DOPING POLICY

SCHEDULE 3 - FISU ADVERTISING RULES

SCHEDULE 4 - CLOTHING POLICY

SCHEDULE 5 - FISU ELIGIBILITY RULES

SCHEDULE 6 - SOCIAL MEDIA POLICY

SCHEDULE 7 - CONSENT TO EMERGENCY MEDICAL TREATMENT

TERMINOLOGY

The following terms and acronyms are used in this Agreement:

- o FISU International University Sports Federation
- Games The 2021 WINTER Universiade taking place in Lucerne, Switzerland from December 11-21, 2021
- Host Organizing Committee The local committee that is staging the Games on behalf of the Rights Holder
- IF International Federation, being the international governing body for a specific sport
- Mission Staff individuals selected by U SPORTS to provide administrative support to the Team, including health care and medical support
- NSO National Sport Organization
- Team the Canadian Team attending the 2021 WINTER Universide comprised of Athletes, Coaches, Team Leaders, Athlete Support Staff, and Mission Staff
- Team Member an individual who is a member of the Team and who has executed a Team Member Agreement with U SPORTS
- WADA World Anti-Doping Agency

PREAMBLE

Confirmation as a Team Member of the 2021 WINTER Universiade Team is conditional upon you entering into this Agreement. You will not be deemed to be a Team Member until you have executed this Agreement.

This is a binding Agreement between the Team Member and U SPORTS. The Team Member is advised to obtain independent legal advice, at his or her expense, prior to executing this Agreement. It is imperative that the Team Member understands his or her rights and obligations under this Agreement prior to accepting.

If you are under the age of majority in the province or territory in which you reside (age 18 in AB, MB, ON, PE and SK and age 19 in BC, NL, NT, NS, NU, YT), your Agreement must be accompanied by the Consent, Release and Indemnity form signed by your parent or legal guardian (signed and emailed as a separate document).

Please read this Agreement carefully. By entering into this Agreement you are confirming that you have read and understood the entire Agreement, and agree to be bound by its terms and conditions.

PROCEDURES FOR COMPLETING THE AGREEMENT

Once you have been nominated by your NSO as a Team Member (or in the case of Mission staff, once you have been selected by U SPORTS as a Team Member), the procedure for executing this Agreement is as follows:





- 1. Print 1 copy of all signature pages of the Agreement (these are **page 1**, **page 10** and also **page 11** if you are under the age of majority in your province or territory of residence)
- 2. Print 1 copy of Schedule 7 (Consent to Emergency Medical Treatment page 24)
- 3. Complete and sign, with your normal signature, ALL pages that you have printed off (a parent/guardian must sign page 11)
- 4. Return ALL pages that you have signed to U USPORTS no later than upon your arrival.

1. GENERAL

- 1.1 As the Canadian franchise-holder for the 2021 WINTER Universiade, U SPORTS is responsible for all aspects of Canada's participation in the Games. As such, U SPORTS will have final authority for making decisions that relate to the effective functioning and safety of the Canadian Team. The Team Member understands that his/her nomination to the Team and his/her continued participation as a Team Member, once nominated, are conditional upon entering into this Agreement and observing and complying with all of its terms and conditions.
- 1.2 This Agreement describes the support a Team Member can expect to receive from U SPORTS as a member of the Team and the co-operation and conduct that is expected of the Team Member from the time of execution of this Agreement, through the Games and until the Team Member returns to Canada (or is otherwise released from the Team).
- 1.3 Central to this Agreement is the principle that the relationship between the Team Member, the NSO and U SPORTS is characterized by a collaborative partnership, representing a collective effort, the goal of which is the Team Member's full participation in the Games, representing Canada and the Team, as a proud ambassador and carrying out their function within the Team to the best of his/her ability.

2. OTHER AGREEMENTS

2.1 For the period of time that this Agreement is in effect, it will take precedence over any agreement that the Team Member may have previously signed with his/her NSO.

3. ELIGIBILITY, NOMINATION AND SELECTION

- 3.1 FISU has established minimum eligibility requirements to participate in the Games, as shown in Schedule 5. All Team Members who are Athletes must comply with these requirements.
- 3.2 Team Members who are Mission Staff have been appointed to the Team by U SPORTS directly. All remaining Team Members acknowledge that U SPORTS has vested with their NSO the responsibility for establishing selection criteria to nominate Athletes, Coaches and Athlete Support Personnel, within the prescribed Team size quota, to participate in the Games.
- 3.3. The Team Member acknowledges that U SPORTS considers the selection criteria determined by the NSO for Athlete, Coach, and Athlete Support personnel nomination to the Team as final, subject only to U SPORTS' responsibility to ensure adherence to FISU eligibility rules and conditions for representing a country, and Team size quotas in effect for the Games. The Team Member acknowledges that any dispute associated with the NSO selection criteria, or nominations for selection by the NSO will be resolved between the Team Member and their respective NSO pursuant to the dispute resolution policies of the NSO.
- 3.4. All Team Members acknowledge that their participation in the Games is subject to compliance with this Agreement. Team Members who are Athletes acknowledge that their participation in the Games is also



subject to compliance with FISU eligibility rules and conditions for representing a country, and with the rules and regulations of the NSO and the IF as applicable to the field of play.

4. DURATION OF THE AGREEMENT

4.1. This Agreement will take effect on the date it is executed by U SPORTS and will end either a) on the day the Team Member returns to his/her location of original departure to the Games, following the conclusion of the Games, or b) if following the conclusion of the Games, the Team Member has been officially released from the Team to undertake personal travel or to meet other commitments, then this Agreement will end on the day the Team Member is officially released from the Team.

5. U SPORTS OBLIGATIONS

U SPORTS agrees to provide the following services in support of the Team Member:

- 5.1 Assist the Team Member in obtaining appropriate health and medical care during the Games, through the services and facilities managed and provided by the Canadian Health Care Team and the Host Organizing Committee;
- 5.2 Coordinate the provision of accommodations, meals and ground transportation as made available by the Host Organizing Committee.
- 5.3 Team Members are required to purchase their own travel and out-of-country medical insurance and also to acquire travel cancellation and baggage insurance coverage to cover loss/damage of personal effects.
- 5.4 Provide administrative support to facilitate participation in events at the Games including accreditation and access to training and competition venues as assigned by the Host Organizing Committee.
- 5.5 Provide Team Members with public relations and media relations support as required.
- 5.6 Provide the services of a Communications Team member to assist in facilitating the Team Member's communications with the media.
- 5.7 Provide Team Members with access to competitions within sport venues at the Games, subject to the policies and procedures of the Host Organizing Committee, which may be subject to change without notice.
- Provide an official Team clothing package (non-competitive wear) in accordance with the Board-approved budget and policies of the U SPORTS and U SPORTS' Official Corporate Sponsors/Suppliers/Supporters. Note that competition wear, if applicable, is provided by the Team Member's NSO.
- 5.9 Provide the opportunity for participation in Opening and Closing Ceremonies and official Canadian Team events.
- 5.10 Designate an individual at the event to act as a Team Ombudsperson to provide support and guidance to any Team Member who is involved in any form of dispute in relation to this Agreement or in relation to any aspect of their participation in the Games.
- 5.11 Respect the confidentiality of all medical information and personal biographical information deemed confidential, supplied by the Team Member to the Canadian Health Care Team, by not supplying this information to outside parties without the written consent of the Team Member, unless required to do so by law or in accordance with applicable anti-doping policies.



6. TEAM MEMBER OBLIGATIONS

The Team Member acknowledges the following obligations and agrees to be bound by them:

6.1 Conduct

- 6.1.1. The Team Member will observe and comply with all reasonable directions given or requests made by the Chef de Mission and/or Assistant Chef de Mission, who are responsible for the management of the Team generally, and the implementation of this Agreement more specifically.
- 6.1.2. The Team Member will abide at all times with the U SPORTS Policy on Team Member Conduct attached to this Agreement as Schedule 1. Failure to do so may result in the imposition of disciplinary sanctions against the Team Member by the Chef de Mission, Assistant Chef de Mission or their designate.
- 6.1.3. The Team Member will receive an orientation briefing within 24 hours of arriving at the Games, which will familiarize the Team Member with the services provided by the U SPORTS, Mission Staff and the Canadian Health Care Team, as well as U SPORTS' expectations of conduct.

6.2 Medical

- 6.2.1 The Team Member hereby gives consent to U SPORTS and specifically to the Chief Medical Officer to the Team, to make decisions concerning the Team Member's medical care and treatment, and where necessary to authorize such treatment, in emergency situations and where prior consent cannot be reasonably obtained.
- 6.2.2 The Team Member will comply with all reasonable directions given by the Chief Medical Officer of the Team. By agreeing to these terms, the Team Member authorizes and consents to receive appropriate emergency medical treatment where prior consent to such treatment cannot reasonably be obtained.
- 6.2.3 Where the Team Member is a minor, his/her parent or guardian will authorize the Chief Medical Officer of the Team to make medical care and treatment decisions for the Team Member by signing the "Authorization of Medical Treatment for Minors" form.
- 6.2.4 At the earliest possible date the Team Member will notify both U SPORTS and their NSO of any illness, injury or other legitimate circumstances that might reasonably prevent the Team Member from fulfilling any obligations under this Agreement. Upon such notification, U SPORTS' Chief Medical Officer reserves the right to seek a second opinion from a certified medical practitioner of its choice with regard to any injury or illness that may affect the Team Member's participation in the Games. The Team Member will collaborate with this medical evaluation.

6.3 Doping

- 6.3.1 Comply with the Anti-doping Policy of the U SPORTS (see Schedule 2), of FISU and of WADA, as well as programs such as the Athlete Whereabouts Program, and submit to announced and unannounced doping control, both during and outside of Games competition.
- 6.3.2 Refrain from doping as defined by the U SPORTS Anti-doping Policy, Canadian Anti-Doping Program and WADA Code including using substances or engaging in practices prohibited by the rules and policies of FISU, the IF and the NSO.
- 6.3.3 In order to avoid inadvertent non-compliance with the above-referenced doping prohibitions, the Team Member will advise the Chief Medical Officer of the Team, or such other Team medical practitioner designated to receive such information, the names of all medications, whether prescription





- or non-prescription, including all over-the-counter drugs, herbal remedies, vitamin or nutrient supplements, creams or lotions, topical solutions, or nasal sprays that they have taken in the last seven days prior to their arrival at the Games, or that they plan to take or may take during the Games. The Team Member agrees to show any such medication to the Chief Medical Officer or designated Team medical practitioner, including its container and the package in which the medication and its container came, prior to ingesting or utilizing the medication.
- 6.3.4 Refrain from using, securing, supplying, selling, importing, administering, having in his/her possession or otherwise dealing with any controlled, restricted, illicit substance or narcotic as defined in the *Controlled Drugs and Substances Act* of Canada, except by legal prescription properly issued by a medical practitioner authorized to practice medicine in Canada.
- 6.3.5 The Team Member (if an Athlete) agrees to participate in the CCES e-learning program and to complete the on-line education module (approximately 30 minutes duration) for certification prior to arrival at the Games.

6.4 Media Relations

- 6.4.1 Acknowledge that the spokesperson on all matters concerning the Team is the Chef de Mission or designate.
- 6.4.2 Refrain from making public comments or statements, whether directly to media representatives, through any third party or by means of any social media platform, that could reasonably be expected to have a detrimental effect on individual or Team morale or image. The Team Member agrees to bring any concerns or issues to the attention of the Chef de Mission through their Team Leader so they may be addressed by U SPORTS appropriately. U SPORTS' Social Media Policy is Schedule 6 of this Agreement.
- 6.4.3 Cooperate with the Communications Team and Mission Staff to accommodate all reasonable media requests including, but not limited to, participation in interviews before and after competitions unless restricted by injury, doping procedures or other matters outside the Team Member's control.
- 6.4.4 Participate in media training or briefing sessions prior to the Games, if requested.
- 6.4.5 Supply U SPORTS with electronic registration and biographical information as requested, and immediately notify U SPORTS in writing or electronically of any changes.

6.6 Clothing

- 6.6.1 Abide by the Advertising Rules of FISU relating to advertising, personal identification, personal clothing, and personal equipment set out in Schedule 3.
- 6.6.2 Comply with the U SPORTS Clothing Policy (see Schedule 4).

6.7 Marketing and Sponsorship

The Team Member agrees with the following provisions regarding marketing and sponsorship and agrees that the provisions in this Section will survive any expiry or termination of this Agreement:

6.7.1 Assist and co-operate with the reasonable requests of U SPORTS and U SPORTS' sponsors, suppliers and supporters, to maximize the promotional benefits of their sponsorship and the promotion of the Games. This may include reasonable requests to participate in sponsorship appearances and/or promotional events.





- Give his/her irrevocable consent to U SPORTS to reproduce, use, publish and distribute his/her likeness, image or identifiable attributes, without charge, on a world-wide basis, in any format or media, in any or all of U SPORTS' promotional material until December 31, 2021. Specifically, the Team Member is aware that material bearing his/her likeness, image or identifiable attributes may be used to promote Canada's participation in current and future FISU Games, and in U SPORTS' promotional activities seeking to generate sponsorship, licensing, advertising and marketing programs for the next quadrennial cycle ending December 31, 2021. This consent does not extend to the use of materials bearing the Team Member's likeness, image or identifiable attributes by U SPORTS sponsors. If U SPORTS sponsors wish to use such material, a separate written consent from the Team Member is required.
- Release and hold harmless U SPORTS from any and all claims that the Team Member may have against them, now or in the future, arising from the use by the U SPORTS of promotional material bearing the likeness, image or identifiable attributes of the Team Member.
- Avoid any and all activities which bring the U SPORTS, the Team or the sponsors/suppliers of the U SPORTS into public disrepute or censure, including public communications through the use of social media (see Schedule 6, Social Media Policy).
- Unless the prior written consent of U SPORTS is obtained, the Team Member will refrain from 6.7.5 participating in or being involved with any third party promotions or advertising campaigns which compete directly or indirectly, with any campaigns of U SPORTS designed to promote U SPORTS, FISU or the Games.
- Agrees not to exploit his/her inclusion as a member of the Team to the detriment of the U SPORTS. More specifically, the Team Member will not endorse or promote, as an identifiable member of the Team, the products, goods, or services of a sponsor, supplier or supporter of the Team Member (referred to as the Team Member's 'Personal Sponsors') if such Personal Sponsors and/or their respective products, goods and services are in conflict, directly or indirectly, with U SPORTS sponsors, suppliers or supporters in place from time to time. Nothing in this section will prevent the Team Member in his/her personal capacity and not as an identifiable member of the Team, from endorsing or promoting the various products, goods and services of the Team Member's Personal Sponsors.

6.8 Administration

- Fully complete all forms and documents and execute all tasks as requested by U SPORTS relating to Team participation by the required deadlines. The Team Member understands and acknowledges that participation as a Team Member and participation in the Games is contingent upon the completion and execution of all such documents in a timely manner.
- Participate in any Games or Team evaluation activities as reasonably requested by U SPORTS, including debriefing sessions, post-Games interviews or post-Games surveys.
- Ensure that all competitive equipment is in optimal working condition and the necessary tools and surplus parts to undertake repairs are available. Any equipment provided by U SPORTS to Team Members for use during the Games is to be returned to the U SPORTS prior to the Team Member leaving the Games.
- Ensure prompt payment of any required disbursements in relation to the Team Member's participation in the Games including, but not limited to, travel expenses, accommodation expenses, passport or visa fees, a U SPORTS participation fee, and extraneous medical costs that are not covered by U SPORTS.



7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Team Member agrees that the U SPORTS may take any action that it deems appropriate to protect, in any manner whatsoever, U SPORTS intellectual property rights. U SPORTS intellectual property rights in this context refer to copyright, industrial design, official mark, and trademark rights of U SPORTS as well as documents, resources and materials produced by the U SPORTS.

8. FOREIGN LAWS

- 8.1 When in Switzerland, the Team Member is subject to the laws of Switzerland, not Canadian laws. Accordingly, the Team Member agrees to comply with the laws of Switzerland and understands that should he/she breach such laws he/she may be subject to the full force of sanctions, including criminal sanctions that may be imposed under Switzerland's law.
- 8.2 The legal age for alcohol consumption in Switzerland is 16 for beer & wine and 18 for spirits and this is the age that will apply to Team Members for the duration of this Agreement. Underage drinking in strictly prohibited by the U SPORTS Policy on Team Member Conduct and those above the legal drinking age are expected to consume alcohol responsibly.

9. RELEASE AND INDEMNIFICATION

- 9.1 The Team Member acknowledges that there are risks, dangers and hazards associated with participation in the Games, including training for the Games, travel to and from the Games, competition at the Games, and other activities associated with the Games. The Team Member knowingly and voluntarily assumes these risks, both known and unknown, and agrees that the U SPORTS will not be liable to the Team Member for any loss, damage or injury arising from the Team Member's involvement with the Games, howsoever caused.
- 9.2 The Team Member further agrees that U SPORTS is not responsible for medical expenses that may be incurred by the Team Member as a result of illness or injury sustained at the Games or that may prevail after the Games, and that U SPORTS is not responsible for any continuing medical or related expenses in Canada or for any loss of income arising out of any illness or injury the Team Member may suffer as a result of his/her participation in the Games.
- 9.3 The Team Member agrees to indemnify and hold harmless U SPORTS and its directors, officers, employees, contractors, volunteers and agents from and against any and all claims, demands, actions or costs which U SPORTS may suffer or incur as a result, directly or indirectly, of the Team Member's participation in the Games, the Team Member's conduct, acts or omissions while at the Games, any disciplinary action taken against the Team Member, or any activity undertaken by the Team Member pursuant to this Agreement. This indemnification with survive the termination or any expiry of this Agreement.

10. RESOLUTION OF DISPUTES

- The U SPORTS Chef de Mission has ultimate authority for the implementation of this Agreement, for the enforcement of the U SPORTS Policy on Team Member Conduct, and for the imposition of any disciplinary sanctions against a Team Member where they are warranted. In the event that any Team Member is involved in a dispute relating to this Agreement or to the Policy on Team Member Conduct, he or she is entitled to receive support, guidance and representation from the Team Ombudsperson.
- 10.2 U SPORTS and the Team Member agree that alleged breaches of this Agreement by either party, disputes relating to the implementation or interpretation of this Agreement, disputes relating to the Team Member's conduct in violation of the Agreement and any disputes over sanctions or discipline measures affecting the Team Member or the Team Member's right to participate in the Games or to compete in





the Games, will be dealt with pursuant to the U SPORTS Policy on Team Member Conduct (Schedule 1).

- 10.3 Where applicable, and for the entire duration of the Games, the U SPORTS Policy on Team Member Conduct will take precedence over any other dispute resolution policy of a NSO that may affect the Team Member. This will not prevent any NSO from implementing its own disciplinary policies or procedures, in relation to the Team Member, after the Games have concluded.
- 10.4 Notwithstanding the foregoing, the Team Member acknowledges that any matters associated with doping, doping control or doping results management will be dealt with under the anti-doping rules in effect at the Games and the rules of the Court of Arbitration for Sport (CAS) Ad-Hoc Division.

11. WAIVER

11.1 It is understood that the waiver by one Party of any breach of this Agreement by the other Party will not be a waiver of any subsequent breach. Similarly, the failure by one Party to seek a remedy for any breach of this Agreement will not be a waiver of any rights or remedies with respect to that breach or any subsequent breach.

12. GENERAL

- 12.1 This Agreement will be interpreted and governed by the laws of the Province of Ontario.
- 12.2 If any provision of this Agreement is void, invalid, illegal or otherwise unenforceable by reason of law or public policy, all other provisions of this Agreement will remain in full force and effect.
- 12.3 This Agreement and the Schedules attached to it contain the entire understanding between the parties. There are no representations, warranties, promises, covenants or undertakings other than those set forth in this Agreement.
- 12.4 No waiver or modification of any of the terms of this Agreement will be valid unless done with the written consent of both Parties.
- 12.5 Each of the Parties will execute any document and do anything reasonably required from time to time to perform its obligations under this Agreement.
- 12.6 This Agreement has been created in the English language and has been translated into the French language. Where inconsistency in language or meaning may exist or interpretation is required, the English version will take precedence.

13. NOTICES

- Any notice required pursuant to this Agreement will be delivered by hand to the Party for which it is intended; sent by facsimile, e-mail, or similar form of transmitted message; or sent by prepaid courier directed to such party at the address indicated on page 1 of this Agreement, or at such other address as either Party may stipulate by notice to the other.
- 13.2 Any notice delivered by hand or prepaid courier will be deemed to be received on the date of actual delivery thereof. Any notice sent by facsimile, e-mail or similar form of transmitted message will be deemed to have been received on the next business day following confirmation of transmission.

14. INDEPENDENT LEGAL ADVICE

14.1 The Team Member acknowledges having been advised to obtain independent legal advice prior to signing this Agreement. Having had the opportunity to obtain independent legal advice prior to the



execution of this Agreement, the Team Member confirms that he/she has read, understood and signed this Team Member Agreement voluntarily and with the full understanding of the nature and consequences of this Agreement and all related Schedules.

15. SURVIVAL

15.1 If this Agreement, or any part hereof, expires or is terminated for any reason, Sections 6.7, 7 and 9 of this Agreement and the Parent/Guardian's Consent, Release and Indemnity will survive any such expiry or termination and will continue to have full force and effect, as will any other provision of this Agreement which by its nature or by implication was intended to continue to have effect after any termination or expiry of this Agreement.

16. TERMINATION

- The Team Member may terminate this Agreement at any time by providing written notice of termination 16.1 to U SPORTS. The Team Member understands and agrees that in terminating this Agreement, the Team Member forfeits all rights, benefits, and privileges of participation in the Games.
- 16.2 U SPORTS may terminate this Agreement prior to its scheduled expiry if the Team Member becomes ineligible to represent Canada or is deemed unable to fulfill this Agreement.
- 16.3 In the event that the Team Member leaves the Team without the express permission of the Chef de Mission and is away for a period of time deemed excessive by U SPORTS, the Team Member will be considered to be away without leave, and will be deemed to have terminated this Agreement.

This Agreement will be binding upon and will ensure to the benefit the Parties and their respective heirs, executors, personal representatives, successors and administrators. , (PLEASE PRINT) acknowledge having read and understood the terms of this Agreement and my rights and obligations contained herein, as a Team Member of Canada's 2021 WINTER Universiade. I acknowledge having been advised to obtain independent legal advice prior to signing this Agreement and having had the opportunity to obtain independent legal advice prior to signing this Agreement, I hereby accept and will abide by all clauses within this Team Member Agreement. **TEAM MEMBER:** Signature Date Signature of Witness Name of Witness (please print) Team Members who are under the age of majority in the province or territory where they reside require completion of the attached Consent, Release and Indemnity (page 11). This age of majority is 18 in AB, MB, ON, PE and SK, and is 19 in BC, NL, NT, NS, NU and YT. U SPORTS:

Date

Name of Witness (please print)



Signature of Witness

Signature

T 905 508 3000 F 905 508 4221 usports.ca

CONSENT, RELEASE AND INDEMNITY

A PARENT'S (OR GUARDIAN'S) SIGNATURE MUST ACCOMPANY AGREEMENTS OF A TEAM MEMBER UNDER THE AGE OF MAJORITY IN THE PROVINCE OR TERRITORY IN WHICH THEY RESIDE. THIS SIGNATURE IS IN ADDITION TO AND NOT AS A REPLACEMENT OF THE TEAM MEMBER'S CONSENT. (Please print), As the legal parent/guardian of _, (Print Name of the Team Member), having reviewed the U SPORTS 2021 WINTER Universiade Team Member Agreement with my child/ward, and having had the opportunity to obtain independent legal advice at my expense, believe that my child/ward understands what is expected and required of him/her by the Team Member Agreement and what consequences might arise if he/she fails to act in compliance with the Agreement. In consideration of the benefits accruing to me by reason of my child/ward participating at the Games, I hereby agree to waive all claims that my child/ward and I now have or may have in the future against U SPORTS, and to release U SPORTS from any and all claims, demands, actions and costs that my child/ward may suffer as a result of my child's/ward's participation on the Team and in the Games, howsoever caused. I agree to indemnify and save harmless the U SPORTS and its directors, officers, employees, contractors, volunteers and agents from and against and all claims demands, actions and costs which U SPORTS may suffer or incur as a result, directly or indirectly, of my child's/ward's participation in the Games, his/her conduct, acts or omissions while at the Games, any discipline action taken against my child/ward, or any activity undertaken by my child/ward pursuant to the Agreement. This indemnification will survive any expiry or termination of the Agreement. I agree that the Team Leader for my child's/ward's sport will act in the role of guardian ("in loco parentis") during the Games, undertaking and assuming the appropriate duty of care in the circumstances. Parent/Guardian Signature Date

Name of Witness (please print)



Witness Signature

SCHEDULE 1 - POLICY ON TEAM MEMBER CONDUCT

1. Preamble

- a) Participation as a Team Member in the activities of U SPORTS, and acting as a representative of Team Canada at a Major Games brings with it many benefits and privileges that are balanced by Team Member responsibilities and obligations.
- b) This Policy defines the parameters for these responsibilities and obligations, and thus identifies a standard for behaviour that is expected of all U SPORTS Team Members. This policy also identifies the disciplinary procedures to be followed when this standard is not achieved.

2. Application of this Policy

- a) This Policy applies to all Team Members, defined in this Policy to include all athletes, coaches, athlete support personnel and members of Mission Staff who have executed a written Team Member Agreement with U SPORTS.
- b) This Policy applies to the conduct of Team Members at all U SPORTS activities, programs and events occurring during the period of time that the Team Member Agreement is in effect.
- c) Termination or expiry of the Team Member Agreement will not relieve U SPORTS or the Team Member from the jurisdiction of this Policy, provided the alleged misconduct occurred while the Team Member Agreement was in effect.

3. Expected Standard of Conduct

- a) U SPORTS is committed to providing an environment in which all individuals are treated with respect. All Team Members of U SPORTS are thus expected to:
 - Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct:
 - Treat all persons (fellow Team Members; other athletes, coaches and support personnel participating at the Games; representatives of sponsors and official suppliers; representatives of the media; representatives of the Host Organizing Committee; Games organizers; and doping control personnel) with respect and without discrimination;
 - Care for and respect the property and assets of U SPORTS and the Host Organizing Committee, including Games accreditation;
 - Avoid the non-medical use of drugs and the use of performance-enhancing drugs or methods;
 - If legally permitted to do so, consume alcohol responsibly in association with U SPORTS events (underage consumption of alcohol is strictly prohibited, where 'underage' is defined by the laws of the Host country);
 - Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious;
 - Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature that: is offensive and unwelcome; creates an intimidating and hostile environment; or can reasonably be expected to be harmful to participants in the sport environment;
 - Refrain from any behaviour that constitutes sexual misconduct, where sexual misconduct is defined as the
 use of power and authority in an attempt, successful or not, to coerce another person to engage in or
 tolerate sexual activity, or engaging in sexual relations that are contrary to the Criminal Code;
 - o Comply at all times with the bylaws, policies, rules and regulations of U SPORTS, the Team Member's National Sport Organization, the Host Organizing Committee and the Games Rights Holder;
 - Comply with any sanctions imposed by U SPORTS or imposed by other authorities where such sanctions are recognized by U SPORTS; and
 - Comply at all times with the governing laws of the Host country.





b) Failure by a Team Member to achieve the expected standard set out above may result in an infraction and the imposition of discipline by U SPORTS.

4. Reporting an Infraction

- a) Any individual may report to a Representative of U SPORTS an infraction by a Team Member. Such complaint must be in writing, signed by the complainant, and must be made in a timely manner. For the purposes of this Subsection, a 'Representative' is any person in a responsible volunteer or staff position within U SPORTS.
- b) Upon receiving a report of an infraction, the Representative will provide it immediately to the Chef de Mission of U SPORTS. Where the Chef de Mission is not available or not able to act, the Chief Executive Officer of U SPORTS will appoint a designate to act for the Chef de Mission.
- c) Upon receiving a report of an infraction, the Chef de Mission (or designate) will review the complaint and may: Dismiss the complaint if he or she considers it to be trivial or vexatious;
 - Determine that the complaint does not fall within the jurisdiction of this Policy, or is better dealt with under a different policy of U SPORTS or a policy of another entity having jurisdiction over the complaint;
 - Resolve the complaint informally, seek the assistance of the individual designed to be Team Ombudsperson at the event to resolve the complaint informally, or refer the complaint to another appropriate person to resolve informally;
 - Where the infraction is considered minor, deal with the complaint by imposing minor disciplinary sanctions directly in his or her capacity as Chef de Mission (or designate); or
 - Refer the matter to a hearing before a Discipline Committee.
- d) For the purposes of this Section, a minor infraction is a single instance of failing to comply with the expected standards of conduct that does not result in harm to other persons, or does not tarnish the reputation or image of Team Canada or the U SPORTS.
- e) The Chef de Mission may determine that an alleged infraction is of such seriousness as to warrant immediate removal of the Team Member, pending investigation, a hearing and a disciplinary decision.

5. Disciplinary Procedures

- a) The Universiade Discipline Committee is a U SPORTS ad-hoc committee composed of three persons, who are appointed by U SPORTS to deal with a reported infraction. The Discipline Committee has an overall responsibility to ensure procedural fairness is respected at all times during the disciplinary process, and to carry out this process in a timely manner
- b) Depending on the circumstances of the alleged infraction, the Universiade Discipline Committee may authorize an investigation.
- c) The Universiade Discipline Committee will determine the format of the disciplinary process, which may involve an oral hearing in person, an oral hearing via telephone, a hearing based on written submissions, or a combination of these methods.
- d) The Team Member will be given reasonable notice of the format as well as day, time and place of the hearing; will receive a copy of the Investigation Report if an investigation was carried out; may be accompanied by a representative such as the individual designated to be the Team Ombudsperson at the event or other advisor; and will have the right to present evidence and argument before the Universiade Discipline Committee.
- e) After hearing the matter, the Universiade Discipline Committee will reach a decision as to whether an infraction has occurred and if it has, what the sanction should be. The Discipline Committee will issue a written decision, including reasons, for distribution to the parties.



- f) Where the conduct being reviewed is of a sensitive nature, the Universiade Discipline Committee and U SPORTS will keep all proceedings under the policy confidential, except where publication is ordered as part of the sanction, is required by law or by other applicable policies or rules, or is in the best interests of the public.
- g) In fulfilling its duties, the Universiade Discipline Committee may seek and obtain independent advice.
- h) The imposition of discipline under this Policy does not preclude any other body having jurisdiction from imposing discipline on the Team Member pursuant to their policies and rules either concurrently or after this Policy has been applied.
- i) Further discipline may be applied per the U SPORTS Complaints and Discipline Policy (90.30)

6. Disciplinary Sanctions

- a) The following are examples of disciplinary sanctions that may be applied by a Universiade Discipline Committee:
 - Verbal or written warning;
 - Request for a verbal or written apology;
 - Removal of certain privileges of being a Team Member;
 - Suspension from designated U SPORTS events or activities:
 - Suspension from all U SPORTS activities for a designated period of time;
 - Removal of Games accreditation;
 - Expulsion as a Team Member;
 - Payment of a financial penalty;
 - Return of the Team Member to Canada, at U SPORTS' expense or the Team Member's expense; and/or
 - Publication of the disciplinary sanction.
- b) It is understood that the above are representative penalties only, that they may be modified to fit the circumstances of the infraction, that they may be applied singly or in combination, and that they are presented generally in order of severity.

7. Criminal Convictions

- a) A Team Member conviction for any of the following Criminal Code of Canada offenses will be deemed an automatic infraction under this Policy and will result in immediate expulsion as a Team Member from U SPORTS:
 - i. Child pornography offences;
 - ii. Any sexual offences involving a minor;
 - iii. Any offence of assault involving a minor;
 - iv. Any offence of physical or psychological violence involving a minor; or
 - v. Any offence involving trafficking of illegal drugs or substances listed on the Canadian Anti-Doping Program's Prohibited List.

8. Where there is a Critical Lack of Time

- a) Should it be impossible to implement the procedures in this Policy due to a critical lack of time, the Chef de Mission (or designate) will have the discretion to modify these procedures. Without unreasonably limiting this discretion, the Chef de Mission (or designate) may:
 - Impose any interim sanction, discipline or remedy that is reasonable and proportionate in the circumstances, to be in effect for the duration of a competition, event or activity;
 - ii. Appoint a single adjudicator to act in the place of a Universiade Discipline Committee; or
 - iii. Direct such timelines as may be necessary to hear and decide the complaint on an urgent basis.
 - iv. Where the decision is to remove the athlete or other person from competition or the team such a decision may only be made after consultation with the U SPORTS President or Chief Executive Officer of U SPORTS and the Assistant Chef de Mission.





b) In modifying these procedures, the Chef de Mission (or designate) will ensure that the requirements of procedural fairness are respected at all times, and may seek and obtain independent advice.

9. Appeals

- a) Decisions by the Chef de Mission (or designate) under Subsections 4 c), 4 e) and Section 8 of are final and binding and may not be appealed.
- b) Decisions rendered by a Universiade Discipline Committee may be appealed, using these procedures:
 - 1. The Team Member who wishes to appeal will submit a written notice of appeal to the Chef de Mission.
 - 2. In the notice the Team Member must state the reason(s) why the decision of the Discipline Committee is procedurally unfair or otherwise flawed.
 - 3. The Chef de Mission will appoint a single Adjudicator, who is an individual affiliated with the Team but who does not have specific knowledge of the disciplinary incident leading to the decision being appealed.
 - 4. The Adjudicator will establish procedures and timelines appropriate to the circumstances of the appeal to ensure that the parties (which are the Team Member and the U SPORTS, as represented by the Chef de Mission or a designate) are afforded the opportunity to be heard.
 - The Adjudicator may decide to reject the appeal, in which case the disciplinary decision stands, or to uphold the appeal and substitute a disciplinary decision that the Adjudicator deems appropriate in the circumstances.
 - 6. The decision of the Adjudicator will be final and binding on all parties, subject only to any further appeal that may be available under the Court of Arbitration for Sport (CAS) Ad-Hoc Division (at the Games) or the Sport Dispute Resolution Centre of Canada (following the Games).
 - 7. The individual designated to be the Team Ombudsperson at the event will be available to assist the Team Member through all aspects of the appeal process, if requested by the Team Member



SCHEDULE 2 - ANTI-DOPING POLICY

1. Commitment to Drug-Free Sport

Federal, provincial and territorial governments in Canada have adopted the *Canadian Policy Against Doping in Sport* (CPADS) in February 2011. CPADS reflects Canadian governments' commitment to the anti-doping rules contained in the *World Anti-Doping Code* (the Code). The Code is implemented in Canada through the *Canadian Anti-Doping Program* (CADP). U SPORTS is committed to drug-free sport consistent with CPADS, CADP and the Code.

2. Application

This Policy applies to athletes, coaches, athlete support personnel and members of Mission Staff with whom U SPORTS has executed a Team Member Agreement. The purpose of this Policy is to provide clear procedures for notification, communication and public disclosure in the event of an anti-doping rule violation.

This Policy applies for the period of time during which the Team Member Agreement is in effect. Prior to and after this time, athletes and athlete support personnel are subject to the anti-doping policies of their respective National Sport Organization (NSO).

It is acknowledged that for the duration of the Games, all persons subject to this Policy are also subject to the anti-doping rules of the Rights Holder and the Host Organizing Committee for the Games. Athletes, coaches, athlete support personnel and members of Mission Staff will fulfill all requirements of the anti-doping rules in effect for the Games.

In the event of any conflict between this Policy and the anti-doping rules of the Rights Holder and Host Organizing Committee, the latter rules will prevail.

3. Notification

Upon the organization being notified of a possible anti-doping rule violation by an athlete, coach, athlete support personnel or other member of Mission Staff, U SPORTS will immediately inform the following individuals:

- U SPORTS President and Chef de Mission;
- U SPORTS Chief Executive Officer, or designate;
- U SPORTS Chief Medical Officer, or equivalent; and
- The individual alleged to have committed the anti-doping rule violation (athlete, coach, athlete support personnel or other member of Mission Staff).

Upon being notified, the Chef de Mission will notify the following additional individuals:

- Legal counsel for U SPORTS and/or the Team, if applicable;
- The individual designated to be Team Ombudsperson at the event; and
- President of the individual's NSO, if the individual is an Athlete or a Coach.

The information contained in the initial notification of a possible anti-doping rule violation will be maintained in the strictest confidence. Notification will not be provided to the media or to the general public until the violation has been officially determined.

4. Rights and Obligations

As soon as possible following notification of a possible anti-doping rule violation, the Chef de Mission will meet with the person alleged to have committed the anti-doping rule violation and the individual designated to be Team Ombudsperson at the event, to advise the individual of his or her rights and obligations as a member of the Canadian Team and as a participant in the Games. The individual will be advised of the





services that are provided by the individuals designated to be Team Ombudsperson at the event, and will also be advised that they will have the right to be represented by legal counsel at their own expense.

Following notification of a possible anti-doping rule violation, the Chef de Mission (or a designate) and the individual designated to be Team Ombudsperson at the event will participate with the individual in any hearing before a tribunal that may be convened by a relevant authority during the Games period.

Should a possible anti-doping rule violation during the Games give rise to a hearing before a tribunal following the Games, U SPORTS will identify a representative to participate in the hearing on behalf of U SPORTS.

5. Public Disclosure

U SPORTS considers anti-doping rule violations to be a matter of public interest. Following confirmation of an anti-doping rule violation in accordance with the anti-doping rules of the Rights Holder and the Host Organizing Committee, U SPORTS will issue a public statement.

U SPORTS may make a public statement prior to the confirmation of the violation if the individual is an athlete who is rendered ineligible for participation in an event due to a provisional suspension, and such a statement is warranted in order to explain the ineligibility or absence from the event.

6. Sanctions

U SPORTS recognizes and will enforce any and all sanctions imposed upon an athlete or athlete support personnel pursuant to the Code, and any and all sanctions that are otherwise consistent with the Code.





SCHEDULE 3 – FISU ADVERTISING RULES

- 1. All advertising during the WINTER Universiade, during the official ceremonies opening, closing, medalawarding - at the competition and accommodation sites must be submitted to FISU for prior approval.
- 2. Advertising on equipment and sports clothing must be in accordance with the regulations of the appropriate ISF.

For all advertising, the Organising Committee must follow the requirements of FISU.

- 3. The Organising Committee will reserve "advertising spaces" for the FISU emblem and the designation of the events in all facilities and surroundings, scoring boards, banners, equipment, and starting numbers (bibs), etc. (cf. Application Rules)
- 4. FISU has the right to reserve advertising spaces in competition areas following the dispositions included in the attribution contract and the application rules concerning advertising.
- 5. The Organising Committee must follow the requirements of FISU for all advertising. The FISU WINTER Universiade and Visual Identity Guidelines must be followed for the visibility of the referred FISU emblem and FISU brand.



SCHEDULE 4 - CLOTHING POLICY

1. Application

This policy applies to athletes, coaches, athlete support personnel and other members of Mission Staff who are representing Canada at the 2021 WINTER Universiade in Lucerne, Switzerland.

2. Purpose

U SPORTS provides Team Members with Official Team Clothing (non-competition wear) designed to identify all athletes, coaches, athlete support personnel and other members of Mission Staff as members of the Canadian Team.

U SPORTS has entered into agreements and/or sponsorships which include financial support for the Team and favourable exposure for sponsors and suppliers and their products at the Games. As part of these sponsorship agreements, U SPORTS has agreed that all athletes, coaches, athlete support personnel and other members of Mission Staff who are representing Canada will adhere to this Policy and will comply with the Dress Code and Guidelines contained herein.

3. Enforcement

Failure to adhere to this Policy will be considered an infraction of the Team Member Agreement.

DRESS CODE - OFFICIAL TEAM CLOTHING

Athletes, coaches, athlete support personnel and other members of Mission Staff must comply with the U SPORTS dress code. The Chef de Mission or his/her designate reserves the right to make changes to the dress code if protocol, weather, or other circumstances dictate changes and these changes are in the best interests of the Team.

CLOTHING GUIDELINES

1. Replacement clothing

It is the responsibility of the athlete, coach, athlete support personnel and other members of Mission Staff to ensure that any Official Team Clothing items issued prior to departure are brought to the Games. Items that are lost, stolen, misplaced, damaged, or forgotten will not be replaced. Should an individual arrive at the Games without previously-issued Official Team Clothing items, it will be the individual's responsibility to purchase replacement items, if they are available.

2. Cleanliness

Official Team Clothing must be kept clean and presentable at all times.

3. Exchanging clothing

Athletes, coaches, athlete support personnel and other members of Mission Staff are not permitted to trade/exchange uniform items with others until after the team's final competition, but must retain any clothing items for post-Games events and activities, including travel, as designated by the Chef de Mission

4. Personal clothing

During the Games, athletes, coaches, athlete support personnel and other members of Mission Staff are not permitted to wear personal clothing that conflicts with the Rights Holder's or the Host Organizing



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Committee's guidelines regarding advertising, propaganda or intellectual property, or that conflicts with U SPORTS' guidelines relating to marketing and corporate sponsorship.



SCHEDULE 5 – FISU ELIGIBILITY RULES

1. Only the following may participate as competitors in the Universiade:

- a) students who are currently officially registered as proceeding towards a degree or diploma at the university or similar institute whose status is recognised by the appropriate national academic authority of their country;
- b) former students of the institutions mentioned in a) who have obtained their academic degree or diploma in the year preceding the event.

2. All competitors must satisfy the following conditions:

- a) be a national of the country they represent;
- b) be at least 18 and not older than 25 years of age on December 31st in the year of the event.



SCHEDULE 6 - SOCIAL MEDIA POLICY

1. Application

This Policy applies to Athletes, Coaches, Athlete Support Staff and Mission Staff who are representing Canada at the 2021 WINTER Universiade.

This Policy applies from the date that these individuals are notified of being nominated to the Team or being selected as a member of Mission Staff until 30 days after the conclusion of the Games.

2. Purpose and Principles

U SPORTS is aware that communication occurs frequently on social media platforms -- a term that is applied broadly to new and rapidly evolving computer-mediated communication media included, but not limited to, texting, blogs, YouTube, Facebook, Instagram, Vine, Tumblr, snapchat, and Twitter.

Conduct occurring on or via social media that falls short of the standard of behaviour required by U SPORTS' Policy on Team Member Conduct will be subject to the disciplinary sanctions identified within that Policy.

3. Conduct and Behaviour

In keeping with U SPORTS' Policy on Team Member Conduct, the following social media conduct may be considered a violation of the expected standard of behaviour:

- Violating, either intentionally or accidentally, the social media requirements or policies of the Rights Holder or the Host Organizing Committee.
- Posting a disparaging or harmful comment on a social media platform that is directed at U SPORTS.
- Posting a disrespectful, hateful, insulting, or otherwise negative comment on a social media platform that is directed at other Team members, officials, opponents, the Host Organizing Committee, Games organizers, the Rights Holder or at other persons connected with U SPORTS or the Games.
- Creating or contributing to a Facebook group, web page, blog, online forum or other social media
 platform devoted solely or in part to promoting negative or disparaging remarks or commentary about U
 SPORTS or its reputation, the Games or its reputation, officials, opponents, the Host Organizing
 Committee, Games organizers, the Rights Holder or any persons connected with U SPORTS or the
 Games.
- Posting a picture, altered picture, or video on a social media platform that is harmful, disrespectful, insulting, or otherwise offensive, and that is directed at Team Members, officials, opponents, the Host Organizing Committee, Games organizers, the Rights Holder or at other persons connected with U SPORTS or the Games.
- Any instance of cyber-bullying or cyber-harassment between one Team Member and another Team Member (including a teammate, coach, athlete support personnel or member of Mission Staff), or toward officials, opponents, the Host Organizing Committee, Games organizers, the Rights Holder or at other persons connected with U SPORTS or the Games, where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social media platform: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.
- Other detrimental conduct or behaviour on social media platforms as determined by U SPORTS.



Individuals subject to this Policy are reminded that removing content from social media after it has been posted (either publicly or privately) does not excuse the individual from being subject to this Policy or to U SPORTS' Policy on Team Member Conduct.

4. Personal Social Media Guidelines

U SPORTS strongly suggests that all athletes, coaches, athlete support personnel and members of Mission Staff acknowledge and follow guidelines for their personal use of social media that respect their responsibilities identified in this Policy.

U SPORTS therefore recommends the following guidelines for all Team Members:

- Consider having a personal strategy for your own social media use. Determine, in advance, what you will post, when you will post it, and how you will interact with other individuals (teammates, coaches, fans, opponents, friends, media, etc.) on social media and then stick to your strategy.
- Know and adhere to all applicable policies for social media use, including those of the Rights Holder, your provincial/national sport organizations, the Host Organizing Committee, and any U SPORTS or Team-specific requirements.
- When using social media, remember that you are an ambassador for Canada and a guest of the Host Organizing Committee and the Host country.
- Be aware that your social media use may be monitored by U SPORTS or by your NSO.
- As a precaution, avoid controversial subject matter.
- Represent yourself honestly. Do not respond to negative comments by impersonating another individual or by creating an anonymous social media account.
- Attempt to respond positively, if at all, to fans and other persons who interact with you on social media. Avoid engaging in commentary that may lead to an argument or conflict.
- Even though you are a representative of U SPORTS, you do not officially represent U SPORTS, and you should not be assumed or mistaken to be speaking on behalf of U SPORTS.
- When communicating with fellow Team Members, avoid debates, arguments, or 'inside jokes' that could be misinterpreted.
- · Avoid over-sharing your activities.
- Remember that social media is permanent. Material posted online can often be retrieved even after it has been deleted, and may remain on the internet forever.
- Be aware of other Team Members' personal social media use and alert U SPORTS of social media
 use by a Team Member that may violate this Policy.
- Update your privacy settings to manage who can contact you and who can see your social media activity.
- Respect the privacy of other Team Members by not referencing them in your own social media activity in a negative or embarrassing fashion.
- Consult with U SPORTS before initiating any unusual social media endeavour, or if you are experiencing any unique social media problems or issues.



SCHEDULE 7 - CONSENT TO EMERGENCY MEDICAL TREATMENT

Officer of the Team, to make decisions co	_ as a Team Member (Athlete, Coach, Team Leader, Athlete Support aff) give consent to U SPORTS and specifically to the Chief Medical oncerning my medical care and treatment, and where necessary to situations and where my prior consent cannot be reasonably obtained.	
Team Member Signature	Name of Team Member	
Witness Signature	Name of Witness (Please Print)	
Date		
Name of person to contact in an emerger	ncy (Please print):	
Telephone: ()	Cell: ()	
NT, NS, NU, YT)	ge of 18 in AB, MB, ON, PE and SK or under the age of 19 in BC, NL, (Please print), as the parent/guardian	
specifically to the Chief Medical Officer of	, (Name of the Athlete), give my consent to the U SPORTS, and f the Games Team, or his designate, to administer and obtain medical may arise during the 2021 WINTER Universiade.	
	eding paragraph, I specifically give my permission to the Chief Medical dical care and treatment, and where necessary, to authorize such ning situations.	
	er, or his/her designate, will make every reasonable effort, in the ny child's/ward's medical status in the event of an emergency or life-	
Parent/Guardian Signature	Date	
Witness Signature	Name of Witness (please print)	

