

**U.S. Paralympics Boccia
2022 Athlete Agreement**

THIS ATHLETE AGREEMENT (the "Agreement"), effective as of the date this Agreement is fully executed (the "Effective Date"), is by and between the United States Olympic & Paralympic Committee ("USOPC"), a Colorado nonprofit corporation having its principal office at One Olympic Plaza, Colorado Springs, CO 80909 on behalf of U.S. Paralympics Boccia ("U.S. Paralympics"), and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and U.S. Paralympics Boccia may be collectively referred to herein as the "Parties" and each individually as a "Party." U.S. Paralympics is a division of the United States Olympic & Paralympic Committee.

Recitals

U.S. Paralympics is the recognized national federation for the sport of boccia in the United States. As the national federation for boccia, U.S. Paralympics Boccia is responsible for developing elite athletes to compete in the Paralympic Games and other international competitions. As part of that mission, U.S. Paralympics Boccia has developed an athlete program to support athletes who have demonstrated the capability to be elite international athletes.

Athlete desires, but is not required, to participate as a member of the Team USA roster for one or more events during the term of this Agreement. However, an Athlete that does not execute this Agreement is not eligible to (i) receive any of the benefits described in this Agreement, or (ii) participate in any Team USA roster event or program. Similarly, U.S. Paralympics Boccia is not required to offer an Agreement to any specific athlete.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Term and Early Termination. This Agreement will commence as of the Effective Date and continue through and including December 31, 2022. However, if either Party should fail to perform or be in breach of any of its obligations contained in this Agreement, and such default is not curable or such default is curable but remains uncured for ten (10) business days after written notice thereof has been given to the defaulting Party, the other Party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting Party. The Parties may exercise their rights under this Section without precluding any other remedies available to them under this Agreement and applicable law.

2. Obligations of U.S. Paralympics Boccia. U.S. Paralympics Boccia agrees to perform the following duties and obligations:

(a) Respect for Athlete's Training. In carrying out its duties and activities under this Agreement, U.S. Paralympics Boccia will be respectful of, and use reasonable efforts to avoid interfering with Athlete's training and competition schedules.

(b) Use of Image. In no event will U.S. Paralympics Boccia use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

(c) U.S. Paralympics Boccia Support. U.S. Paralympics will pay for air transportation (or ground equivalent), lodging, on-site ground transportation, meals, and coaching support for official U.S Paralympics Boccia training and competition events so long as the travel arrangements and other accommodations are made through U.S. Paralympics.

(d) Personal Performance Gear. U.S. Paralympics Boccia will not prevent athlete from using personal performance gear, as defined by U.S. Paralympics Boccia, of his/her choice in competitions and training. Further, U.S. Paralympics Boccia will not require Athlete to cover up a manufacturer logo on personal performance gear, so long as it complies with the relevant International Paralympic Committee ("IPC") and international federation rules regarding size and placement.

(e) Athlete's Personal Endorsements. U.S. Paralympics Boccia will not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the sponsoring company. Athlete will not be required to give U.S. Paralympics Boccia right of first refusal for any of U.S. Paralympics Boccia's sponsors regarding a personal contract with individual Athlete. However, Athlete will make reasonable best efforts to ensure that any and all sponsorship appearances and other activities do not conflict with any training or competition activities. Any conflicts with mandatory team activities/obligations, without the prior approval of U.S. Paralympics Boccia, could result in a fine.

(f) Agents. U.S. Paralympics Boccia will not prevent Athlete from hiring or retaining an agent.

(g) Logo Space on Uniforms or Equipment. U.S. Paralympics Boccia grants Athlete the use of logo space as identified by U.S. Paralympics Boccia in addition to the IPC rulebook for use by Athlete for Athlete's personal sponsors as long as such sponsors do not compete with USOPC

sponsors unless otherwise approved by the USOPC in its sole discretion on a case-by-case basis. A list of USOPC sponsors is attached as **Exhibit A** and is incorporated herein.

3. Obligations of Athlete. Athlete agrees to perform the following duties and obligations:

(a) NGB Membership and Eligibility. Athlete is and will remain in good standing with U.S. Paralympics Boccia throughout the Term. Athlete must be a U.S. citizen and hold a valid passport. Further, throughout the Term of this Agreement, Athlete must (i) remain eligible to compete in international competition for the United States, (ii) be internationally classified by Boccia International Sports Federation (“BISFED”), and (iii) hold a current season license.

(b) Administrative Deadlines. Athlete will comply with any and all applicable deadlines established by U.S. Paralympics Boccia.

(c) Athlete Safety. Athlete acknowledges they are considered a “Participant” of the USOPC, as defined in the [USOPC Athlete Safety Policy](#). As a Participant, Athlete agrees and acknowledges that they are familiar with, and will abide by the U.S. Center for SafeSport’s [SafeSport Code for the U.S. Olympic and Paralympic Movement](#) (the “SafeSport Code”), and the USOPC Athlete Safety Policy. In addition, if over the age of 18 at any time during the Term of this Agreement, Athlete agrees they have reviewed and will comply with the [USOPC Minor Athlete Abuse Prevention Policies \(MAAPP\)](#), to include the Lodging requirements contained in that policy.

Additionally, if over the age of 18 during the Term of this Agreement, Athlete agrees to comply with the Training and Education, and mandatory reporting requirements outlined in the USOPC Athlete Safety Policy. For parents/legal guardians whose minor athletes will be participating under this Agreement, the Center offers free online training for minor athletes, as well as information and training for parents/legal guardians regarding abuse prevention in sport, to include the Parent Toolkit, and free online training available at: <https://uscenterforsafesport.org/training-and-education/training-and-education-services/>. While this training is not mandatory, it is highly encouraged.

(d) Background Check. If over the age of 18 during the Term of this Agreement, Athlete will be required to undergo a background screen in accordance with the USOPC’s Background Check Policy. If applicable, Athlete must complete their background screen as required by the USOPC.

(e) Anti-Doping. Athlete understands and agrees to comply with all anti-doping rules of the World Anti-Doping Agency (“WADA”), the Boccia International Sports Federation (“BISFED”), the USOPC, including the USOPC National Anti-Doping Policy, and of the U.S. Anti-Doping Agency (“USADA”), including the USADA Protocol for Olympic and Paralympic Movement

Testing (“USADA Protocol”) and all other policies and rules adopted by WADA, the IPC, the Boccia International Sports Federation (“BISFED”), the USOPC and USADA. Athlete agrees to submit to drug testing at any time and understands that the use of prohibited methods or substances may subject Athlete to penalties, including, but not limited to, disqualification and suspension. If it is determined that Athlete may have committed a doping violation, Athlete agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to another Anti-Doping Organization with results management authority, if applicable or referred by USADA.

(f) Code of Conduct. Athlete will sign and abide by the USOPC Code of Conduct for U.S. Paralympics National Teams and U.S. Paralympics Programs, which is attached and incorporated herein as **Exhibit B**.

(g) COVID-19 Vaccination Requirement. Athlete agrees to comply with the USOPC Training Center Playbook, when residing and training at an Olympic & Paralympic Training Center, and the USOPC Vaccination Requirement. Both documents are available at www.teamusa.org/coronavirus and may be updated or supplemented from time to time. Athlete agrees to check this website frequently to ensure they are familiar with the most up-to-date requirements.

By signing this Agreement, Athlete acknowledges and voluntarily assumes a risk of exposure to or infection with COVID-19 inherent in participation in U.S. Paralympics Boccia Events, and the possibility that such exposure or infection may result in personal injury, illness, permanent disability and/or death.

Whenever Athlete participates in U.S. Paralympics Boccia Events, Athlete will keep in mind that COVID-19 is extremely contagious. While a vaccine is available, people who have COVID-19 may be asymptomatic or may be experiencing mild symptoms that go undetected. While the USOPC is implementing best practices to reduce the risk of COVID-19 spread, the USOPC cannot eliminate this risk entirely. Even with best practices, it is not possible at this time to eliminate the risk of contracting COVID-19 while outside or in semi-public places, including at U.S. Paralympics Boccia Events. Athlete understands that as a participant in U.S. Paralympics Boccia Events, Athlete must take adequate precautions to protect themselves and others.

(h) Team Rules. Athlete will abide by the U.S. Paralympics Boccia Team Rules, which is attached and incorporated herein as **Exhibit C**.

(i) Use of Image. Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise

recorded, in any media, by the U.S. Paralympics Boccia's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by U.S. Paralympics Boccia, under the conditions specified by U.S. Paralympics Boccia (the "Footage").

Athlete grants to U.S. Paralympics Boccia the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion of boccia, provided that, in no event may U.S. Paralympics Boccia use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

Athlete also grants to U.S. Paralympics Boccia the right to use athlete's image in any U.S. Paralympics Boccia group licensing promotion, provided that, in no event may U.S. Paralympics Boccia use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission. Athlete understands that U.S. Paralympics Boccia will exercise this right only in a group basis (i.e. applications involving the use of images of three or more Athletes).

(j) Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by U.S. Paralympics Boccia, to promote a competition in which Athlete is participating.

(k) Promotional Efforts. Athlete will, on his/her personal web site and on social media sites (including without limitation Facebook, Instagram, Snapchat and Twitter), promote U.S. Paralympics Boccia collaboratively and in good faith.

(l) Training and Competitions. Unless otherwise agreed by U.S. Paralympics Boccia in writing, Athlete will attend the specific training and competition activities and events identified by the Director of U.S. Paralympics Boccia. Any requests for waivers to not attend any mandatory session must be in writing from Athlete to the Director, U.S. Paralympics Boccia in advance of the scheduled activity start date. Athlete will provide his/her own personal sport-specific equipment (skis, bicycle, racing wheelchair, sport prosthesis, etc.) of quantity and quality necessary to maintain the level of performance demonstrated in achieving Team standards.

(m) Commitment to Train and Participate. Athlete commits to U.S. Paralympics Boccia that it is his/her intention to train for any and all 2022 competitions for which Athlete is named to the Team USA roster and, barring injury or other unforeseen circumstances, provided that Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete or attempt to compete at such competitions.

(n) NCAA and/or NFHS Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (“NCAA”) and/or National Federation of State High School Associations (“NFHS”) rules, it is the Athlete’s responsibility to know the rules, including but not limited to those related to compensation, endorsement and agent responsibilities, and to take the necessary steps to remain eligible.

(o) Athlete Personal Sponsors. Athlete agrees to comply with the Athlete Commercial Guidelines attached and incorporated herein as **Exhibit D**. Further, Athlete may not use or authorize the use of the U.S. Paralympics Boccia’s intellectual property without the express written permission of U.S. Paralympics Boccia. U.S. Paralympic Boccia intellectual property includes but is not limited to: (i) photographs, films or videos of Athlete in U.S. Paralympics Boccia apparel or equipment, (ii) the marks and logos of U.S. Paralympics Boccia, and (iii) any references to or terms involving the National Team.

(p) Team Apparel. Athlete will wear designated U.S. Paralympics Boccia apparel at all official Team functions and events and will not conceal or cover-up any U.S. Paralympics Boccia sponsor, supplier or licensee brand or other identification appearing on U.S. Paralympics Boccia apparel.

(q) No Other Logos on Team Uniform. Athlete is not permitted to add to the official National Team uniform any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver.

4. Dispute Resolution. This dispute-resolution process applies broadly and encompasses any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement, except for (i) those complaints brought under Section 9 of the USOPC Bylaws or (ii) any matter subject to the response and resolution process in the USOPC Athlete Safety Policy. The Parties agree that the dispute-resolution process outlined in this section is both mandatory and the exclusive means of dispute resolution. Any officer, principal, employee, agent or other representative of the USOPC or U.S. Paralympics Boccia can invoke and enforce this dispute-resolution process. The dispute-resolution process consists of the following steps:

(a) Step 1: Good-Faith Negotiation. The Parties must first engage in a single, virtual or in-person meeting (which would be held in Colorado Springs, Colorado, at the USOPC headquarters located at One Olympic Plaza, Colorado Springs, Colorado 80909). At this meeting, the Parties must discuss all controversies, disputes, and claims in good faith in an effort to resolve them. The meeting will be conducted at a mutually agreed upon date and time, but the meeting

must take place within thirty (30) days after any Party requests in writing a good-faith negotiation under this provision, unless the Parties mutually agree, in writing, that the meeting will take place beyond this 30-day deadline. Each Party must have present at least one person with authority to settle and resolve the pending controversies, disputes, or claims on a final basis.

(b) *Step 2: Internal Complaint Procedures.* If the good-faith negotiation does not result in a settlement of the dispute, and if a Party wishes to pursue the matter further, that Party must submit the dispute in accordance with the U.S. Paralympics Complaint Procedures, which are attached to this Agreement as **Exhibit E** and incorporated herein.

(c) *Step 3: Arbitration.* After completing the internal hearing under the U.S. Paralympics Complaint Procedures, and if a Party wishes to pursue the matter further, that Party must submit the dispute to final and binding arbitration. The Party must initiate the arbitration by filing with the American Arbitration Association (“AAA”), the arbitral body that is currently appointed by the USOPC, a demand for arbitration. The Party must make this filing within thirty (30) days of after the completion of the internal hearing.

(i) *Scope of Arbitration.* Any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement will be finally settled by arbitration administered by the AAA using its Commercial Rules, as modified herein.

(ii) *Arbitrability, Location, and Governing Law.* The arbitrator will determine whether a particular controversy, dispute, or claim falls within the scope of this dispute-resolution process. The arbitration will take place either virtually or in Colorado Springs, Colorado, and will be subject to the Colorado Uniform Arbitration Act, Colo. Rev. State. §§ 13-22-201 to -230.

(iii) *Number and Selection of Arbitrator and Judgment on Award.* A single arbitrator will conduct the arbitration. Each Party will propose three potential arbitrators, and if the Parties are unable to agree on a single arbitrator, they will allow AAA to select one of the proposed arbitrators. Judgment on the arbitrator’s award can be entered in any court that has jurisdiction over the arbitrator’s award or that has jurisdiction over the relevant party or its assets.

(iv) *Confidentiality.* Each Part reserves the right to seek a protective order from the arbitrator as authorized by Colorado Revised Statutes section 13-22-217(5).

(v) *Privileges and Work Product.* The Parties agree that no disclosure of a communication or document in the course of the dispute-resolution process under this section 6 will constitute a waiver of the attorney-client privilege, the work-product doctrine, or any other applicable privilege, doctrine, or rule.

(vi) *Damages and Costs.* The Parties expressly waive any right to punitive, exemplary, or similar damages as a result of any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement. The Parties will share equally all costs and expenses of the arbitrator. Each Party will bear its own costs and expenses incurred in preparing and presenting its case, including the expenses of its attorneys, experts, and witnesses.

5. **Miscellaneous.**

(a) *Participation Rights.* U.S. Paralympics Boccia provides an equal opportunity to amateur athletes, coaches, trainers, managers, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, sex, age, or national origin, and with fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring the individual ineligible to participate.

(b) *Nature of the Parties Relationship.* It is expressly understood and agreed that, in the performance of this Agreement, U.S. Paralympics Boccia and Athlete will be independent contractors, free from control of each other except as specified in this Agreement.

(c) *Intellectual Property and Ownership.* Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to U.S. Paralympics Boccia's trademarks, or in or to any copyright or other right in and to U.S. Paralympics Boccia's materials. Likewise, except as stated in this Agreement, nothing contained herein will be construed as an assignment or grant to U.S. Paralympics Boccia of any right, title or interest in or to Athlete's image and personality rights.

(d) *Notices.* Any notice required or permitted to be delivered under this Agreement will be in writing and be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the address set forth in this Agreement.

(e) *Force Majeure.* If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations

hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(f) Entire Agreement. This Agreement, together with any attachments or exhibits hereto, contains the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(g) Waiver. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

(h) Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

(i) Governing Law. The terms of this Agreement and any dispute between the Parties will be governed by and interpreted in accordance with the laws of the State of Colorado.

Agreed and Accepted by:

**UNITED STATES OLYMPIC & PARALYMPIC
COMMITTEE on behalf
of U.S. PARALYMPICS Boccia:**

Kathy Brinker 1/5/2022
Signature Date

Kathy Brinker
Print Name

Consultant to USOPC
Title

ATHLETE:

Athlete Signature Date

Print Name

Address

City State Zip

PARENT/GUARDIAN:

(For Athletes under the age of 18 as of the Effective Date)

Signature Date

Print Name & Relationship (Parent or Guardian)

EXHIBIT A

USOPC SPONSORS

<https://www.teamusa.org/sponsors>

The Coca Cola Company
Adecco
Airbnb
Alibaba
Atos Origin
Bridgestone
Comcast
Deloitte
 DeVry
Dow
General Electric
The Hartford
Hershey
Highmark
Intel
Liberty Mutual
Lilly
Milk Life
Mondelez
NBC
Nike
Oakley
Omega
Panasonic
Procter & Gamble
Samsung
Smucker's
Toyota
United
USG
Visa

Exhibit B

**UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE
CODE OF CONDUCT FOR
U.S. PARALYMPICS NATIONAL TEAMS
AND
U.S. PARALYMPICS PROGRAMS**

ATHLETE PLEDGE AND AGREEMENT

I pledge to uphold the spirit of this Code of Conduct (the “Code”), which offers a guide to my conduct as a member of a U.S. Paralympics National Team or a U.S. Paralympics Team to international competition (the “Team”). This Code applies to those Paralympic sports in which the United States Olympic & Paralympic Committee (USOPC) has not recognized a National Governing Body or a Paralympic Sport Organization to govern the sport. I acknowledge that I will have an opportunity for a hearing before my participation is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my membership on the Team. I understand that U.S. Paralympics staff is responsible for enforcement of this Code. If I have any questions regarding this Code, I can reach out to U.S. Paralympics staff at Paralympics.Secretary@usopc.org.

As a Member of the Team, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by U.S. Paralympics or the USOPC;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will notify U.S. Paralympics if (i) I have a physical injury or illness that might compromise my ability to compete; (ii) will submit, if requested, to a physical/medical examination by medical personnel approved by the USOPC and authorize the submission of the physical examination/medical information to US Paralympics and the USOPC; and (iii) understand that such injury or illness may be the cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the team.
- will comply with all aspects of the U.S. Center for SafeSport’s (the “Center”) SafeSport Code for the U.S. Olympic and Paralympics Movements (the “SafeSport Code”) and all other applicable athlete safety policies, procedures and protocols of the USOPC and the Center. Such policies include the USOPC Athlete Safety Policy and the USOPC Minor Athlete Abuse Prevention Policies;

- will not commit an anti-doping rule violation as defined by the World Anti-Doping Agency (WADA) and agree to comply with all anti-doping rules and policies set forth by WADA, the Boccia International Sports Federation (BISFED), the United States Anti-Doping Agency (USADA), the International Paralympic Committee (IPC) and USOPC;
- am not currently provisionally suspended or serving a period of ineligibility for a doping violation and/or do not have a pending or unresolved doping charge;
- agree to comply with rules, regulations and guidance concerning COVID-19 mitigation measures, including the USOPC Vaccination Requirement and USOPC Training Center Playbook, to protect the health and safety of all;
- will immediately notify the USOPC at athlete.safety@usopc.org if I have any participation restriction, safety plan(s), temporary measure(s) and/or sanction(s) issued by the U.S. Center for SafeSport, an NGB, or the USOPC, resulting from an alleged violation of the SafeSport Code and/or an NGB or USOPC athlete safety policy;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors; and I have the affirmative duty to disclose my criminal history to the USOPC. Failing to disclose, or intentionally misrepresenting, an arrest, plea, or conviction is grounds for disciplinary action regardless of when the offense is discovered or occurred;
- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- am eligible to compete under the rules of the IPC and its pertinent committees, and its pertinent member organizations and under the rules of the USOPC;
- am in possession of a valid U.S. passport, that will not expire prior to six months following the conclusion of any international competition, should I be chosen for an international team that requires a passport;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will maintain a level of personal hygiene and cleanliness appropriate to respect my teammates;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior nor in any form of verbal, physical or sexual harassment or abuse;
- will follow the Team rules, whether set by Team leadership or adopted by consensus, including by way of example, rules regarding curfew and required attendance at Team meetings;
- agree to wear the uniforms approved by U.S. Paralympics at official activities sponsored by the USOPC or U.S. Paralympics as directed by U.S. Paralympics staff, and I agree to compete in the U.S. Paralympics-approved Team uniform, where such a uniform is provided, in competitions at which I am

supported by U.S. Paralympics. I agree to wear the names and logos of U.S. Paralympics sponsors, suppliers and licensees on Team competition wear, other uniforms and casual wear as provided by U.S. Paralympics. I agree to not alter any Team uniform, either by removing or obstructing the names or logos of U.S. Paralympics sponsors, suppliers and licensees or by adding patches, stickers, or other means of displaying unauthorized names, logos or messages;

- agree to not demean or defame the USOPC, U.S. Paralympics or its sponsors, their names, logos, marks, products or services. I acknowledge that endorsing and supporting U.S. Paralympics sponsors through my actions and words reflects well on the team and on those supporting the team;
- agree to be filmed, videotaped and photographed, and to have my image and voice otherwise recorded, in any media, during any event I am attending under the auspices of the USOPC or U.S. Paralympics, by U.S. Paralympics official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by U.S. Paralympics, under the conditions specified by U.S. Paralympics. I hereby grant U.S. Paralympics the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, my name, picture, likeness, voice and biographical information for: (1) news and information purposes, (2) promotion of the Paralympic movement and the specific competition(s) in which I compete, (3) promotion of the Team, and (4) promotion of U.S. Paralympics and the USOPC ; in no event may U.S. Paralympics or the USOPC use or authorize the use of my name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product, or service, without my written permission;
- will not use or authorize the use of photographs, films or videos of myself in my USOPC or Paralympic Team apparel or equipment or the use of any USOPC or U.S. Paralympics logo for the purpose of trade, promotion, fundraising or on merchandise, without the prior written consent of U.S. Paralympics;
- will abide by the rules of the IPC or other Paralympic international federation concerning allowable trademark identification on clothing and equipment worn or used in competition or on my body (such as visible tattoos).
- will be responsible for payment of all legal fees and expenses if I require legal representation because I am accused of a doping violation or criminal misconduct, or if for any other reason I require the services of an attorney;
- will act in a way that will bring respect and honor to myself, my teammates, the Team, U.S. Paralympics, the USOPC, and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Paralympic Movement.

ATHLETE OMBUDSMAN

I may contact the Office of the Athlete Ombuds at 719.866.5000 or ombudsman@usathlete.org for further information regarding my rights under this Code that are not answered by U.S. Paralympics.

PARTICIPANT AFFIRMATION

I have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being a member of the Team.

Signature

Date

Name (Print)

PARENT/GUARDIAN CERTIFICATION

(For Participants Under the Age of 18 as of Date of Signature)

I certify that I, as parent/guardian with legal responsibility for this participant, have read and accept this Code of Conduct and, on behalf of my minor participant, agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being a member of the Team.

Signature

Date

Name (Print)

Relationship (Parent or Guardian)

EXHIBIT C

U.S. Paralympic Boccia Team Rules

- The possession or use of weapons, such as guns, knives, swords, etc., by any athlete or staff member is prohibited.
- Daily Curfews (“lights out” times) established by the Team Staff must be observed by all athletes.
- Team members and staff will attend all team functions including meetings, practices, exhibitions, press conferences, competitions, etc., unless otherwise excused or instructed by the Head Coach or Team Leader.
- Team members and staff will cooperate with all Team leadership and U.S. Paralympics staff (captains, Program Manager, Team Leader, Head Coach, and U.S. Paralympics).
- Team members and staff will refrain from behavior that would detract from a positive image of U.S. Paralympics or that would be detrimental to its performance objectives.
- Team members and staff will display proper respect and sportsmanship toward coaches, officials, administrators, fellow competitors and the public.
- Team members and staff will wear USOPC and/or U.S. Paralympics or U.S. Paralympics Boccia provided apparel as required and as designated by Team leadership (captains, Program Manager, Team Leader, Head Coach, and U.S. Paralympics Boccia staff).
- Team members and staff are required to sleep in their assigned rooms and are not permitted to switch rooms – even temporarily – without prior approval from team staff.
- Team members are not permitted to be any other room other than their assigned room or dedicated Team activity rooms or medical rooms as assigned by U.S Paralympics Boccia staff.
- Team members and staff are required to adhere to team logistical assignments as arranged by U.S. Paralympics Boccia staff. This includes flight confirmations, ground transportations, team meals and hotel accommodations. Changes are not permitted without written approval from U.S. Paralympics Boccia staff.
- Team members and staff are responsible for any change fees incurred after 24 hours of a flight confirmation.
- Public intoxication or consuming alcohol to excess is prohibited.
- Staff drinking with athletes is not allowed. This includes being in the same establishment or in the same room together.
- Team member and staff credentials are dedicated to that specific team member or staff. It is prohibited to pass your credential to a friend, family, personal coach, other athlete, etc. in order to gain access to credentialed areas.
- Team members must comply with team travel policies including guidelines in place due to COVID-19.
- Team members and staff must comply with all COVID-19 protocols set-in place while on the ground at training or competitions.
- Athletes under the age of 21 may not consume alcohol regardless of the laws in the country the team is competing or training in.
- To ensure the propriety of the athletes and to protect the staff, there will be no male athletes in female athletes’ rooms, and no female athletes in male athletes’ rooms.
- There will be a team room provided for relaxation and recreation whenever possible.
- Team members and staff will keep accommodations clean and in good condition.
- Friends and family are not permitted in athlete rooms or beyond the hotel lobby.

- No friends/family/personal coaches permitted on the field of play or in team areas. Only Team USA staff is allowed in these areas unless prior approval is received in writing from U.S. Paralympics Boccia Consultant.
- An open and observable environment should be maintained for all interactions between staff and athletes. Private, or one-on-one situations should be avoided unless open and observable. Common sense should be used to move a meeting to an open and observable location if the meeting inadvertently begins in private.
- Team members and staff will comply with all timelines for paperwork/testing/training submissions. Coach or Team Leader will send second email 48 hours or more prior to final deadline as a reminder of need for submission. Once the timeframe has passed, Athlete will have 48 hours to complete paperwork/testing/training after 3rd email has been sent by Coach or Team Leader.

EXHIBIT D

**Olympic and Paralympic
Athlete Commercial Guidelines**

Please click the link below for the guidelines.

<https://www.teamusa.org/team-usa-athlete-services/athlete-marketing/athlete-commercial-guidelines>

EXHIBIT E

U.S. Paralympics Complaint Procedures

<https://www.teamusa.org/Boccia/Resources/Documents>