



USOPC - Internally Managed Sport 2022 Athlete Agreement

THIS ATHLETE AGREEMENT (the “Agreement”), effective as of [INSERT] (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 and the athlete signing below (“Athlete”), whose address is also set forth below. Athlete and the USOPC may be collectively referred to herein as the “Parties” and each individually as a “Party.”

Recitals

The USOPC is the recognized National Olympic Committee (“NOC”) for Olympic and Pan American sports in the United States. As the NOC, the USOPC is responsible for the oversight of athletes in Delegation Events (as defined in the USOPC Bylaws), including submitting the entry of eligible and qualified athletes into said events.

Athlete desires, but is not required, to participate in a program(s) of the USOPC program 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 USOPC events or programs.

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 31 December 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 the USOPC. The USOPC agrees to perform the following duties and obligations:

(a) Respect for Athlete's Training. In carrying out its duties and activities under this Agreement, the USOPC 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 the USOPC 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) Personal Performance Gear. The USOPC will not prevent athlete from using personal performance gear, as defined by the USOPC, of his/her choice in competitions and training. Further, the USOPC will not require Athlete to cover up a manufacturer logo on personal performance gear, so long as it complies with the relevant International Federation ("IF") rules regarding size and placement.

(d) Athlete's Personal Endorsements. The USOPC 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 the USOPC right of first refusal for any of the USOPC's sponsors regarding a personal contract with individual Athlete.

(e) Agents. The USOPC will not prevent Athlete from hiring or retaining an agent.

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 the USOPC and their International Federation ("IF") throughout the Term. Athlete must be a U.S. citizen and hold a valid passport. Further, throughout the Term of this Agreement, Athlete must remain eligible to compete in international competition for the United States.

(b) Administrative Deadlines. Athlete will comply with any and all applicable deadlines established by the USOPC.

(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"), their IF, 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 ISA, , 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 internally managed sports, which is attached and incorporated herein as **Exhibit A**.

(g) 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 USOPC's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USOPC, under the conditions specified by the USOPC (the "Footage").

Athlete grants to the USOPC 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 the USOPC, provided that, in no event may the USOPC 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 the USOPC the right to use athlete's image in any USOPC group licensing promotion, provided that, in no event may the USOPC 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 the USOPC will exercise this right only in a group basis (i.e. applications involving the use of images of three or more Athletes).

(h) Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by the USOPC, to promote a Delegation Event competition in which Athlete has qualified for.

(i) Commitment to Train for and Participate in the Olympic Games. Athlete commits to the USOPC that it is his/her intention to train for the Olympic Games 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 in the Olympic Games.

(j) 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.

(k) Athlete Personal Sponsors. Athlete agrees to comply with the Athlete Commercial Guidelines attached and incorporated herein as **Exhibit B**. Further, Athlete may not use or authorize the use of the USOPC's intellectual property without the express written permission of the USOPC. USOPC intellectual property includes but is not limited to: (i) photographs, films or videos of Athlete in USOPC apparel or equipment, (ii) the marks and logos of the USOPC.

4. Compensation.

(a) Benefits. Provided that athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOPC, Athlete will receive certain benefits during the Term, including one or more of the following: athlete stipend, elite athlete health insurance, operation gold, the costs associated with certain training and/or competition events.

(b) Taxes. Athlete is an independent contractor and will be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. The USOPC will have no responsibility for any taxes or withholdings on amounts paid to Athlete.

5. **Suspension of Activities.** The USOPC acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than four (4) weeks, Athlete acknowledges and agrees that the USOPC may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of the USOPC to continue the benefits while Athlete is not training.

6. **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 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 USOPC Complaint Procedures, which can be found online here: <http://www.teamusa.org/-/media/Surfing/Documents/2022/ComplaintProcedures InternallyManagedSports.pdf>. The Complaint Procedures may be amended from time to time and Athlete is responsible for reviewing and complying with the most up-to-date versions of these.

(c) *Step 3: Arbitration.* After completing the internal hearing under the USOPC 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 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 Party 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.

7. Miscellaneous.

(a) Participation Rights. The USOPC 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, the USOPC 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 the USOPC's trademarks, or in or to any copyright or other right in and to the USOPC's materials. Likewise, except as stated in this Agreement, nothing contained herein will be construed as an assignment or grant to the USOPC 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:

Signature Date

Print Name

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

UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE CODE OF CONDUCT FOR

USOPC INTERNALLY MANAGED SPORT 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 participant in USOPC internally managed sport programs. This Code applies to those sports in which the United States Olympic & Paralympic Committee (USOPC) has not recognized a National Governing Body for 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 in accordance with the USOPC Complaint Procedures, which can be found online here: http://www.teamusa.org/-/media/Surfing/Documents/2022/ComplaintProcedures_InternallyManagedSports.pdf. The Complaint Procedures may be amended from time to time and Athlete is responsible for reviewing and complying with the most up-to-date versions of these.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my participation in USOPC programs. I understand that the USOPC staff is responsible for enforcement of this Code. If I have any questions regarding this Code, I can reach out to USOPC staff at surfing@usopc.org.

As a Participant in USOPC Programs, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by 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 the USOPC 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 the USOPC; and (iii) understand that such injury or illness may be the cause for my not being selected to the Program, being removed from the Program, or not being allowed to participate if I remain in the program;
- 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, my International Federation (IF), the United States Anti-Doping Agency (USADA), 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 any USOPC Vaccination Requirement if required 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 my IF and 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 not demean or defame the USOPC, or its sponsors, their names, logos, marks, products or services. I acknowledge that endorsing and supporting USOPC 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, by USOPC official

photographer(s), film crew(s) and video crew(s), and by any other entity authorized by USOPC, under the conditions specified by USOPC. I hereby grant USOPC 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 Olympic movement and the specific competition(s) in which I compete, (3) promotion of the Team, and (4) promotion of the USOPC ; in no event may 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 Team apparel or equipment or the use of any USOPC logo for the purpose of trade, promotion, fundraising or on merchandise, without the prior written consent of the USOPC;
- will abide by the rules of the ISA concerning allowable trademark identification on clothing and equipment worn or used in ISA sanctioned 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, the USOPC, and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement.

ATHLETE OMBUDS

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 USOPC.

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 B

**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>