



## 2019 National Team Funding and Support Agreement

This Agreement is entered into between USA Gymnastics (“USA Gymnastics”), a Texas not-for-profit corporation designated by the United States Olympic and Paralympic Committee (the “USOPC”) as the national governing body for the sport of gymnastics in the United States, and \_\_\_\_\_ (referred to as “I,” “me,” or “you” throughout), an athlete member of USA Gymnastics who has been selected to the USA Gymnastics National Team (the “Team”).

### Recitals

1. To meet its obligation as the national governing body for the sport of gymnastics (including fielding teams to represent the United States in international competition), USA Gymnastics selects, trains and funds the Team. As part of that process, USA Gymnastics desires to provide to me, as a member of the Team, various forms of support designed to assist me in my training and competitive efforts.
2. I am a member in good standing of USA Gymnastics whose performance(s) in USA Gymnastics competition(s) qualifies me for the Team, and I desire to be a member of the Team. As a member of the Team, I am willing to devote my best efforts to use the support provided by USA Gymnastics to develop my full potential as a gymnast.

Now, therefore, USA Gymnastics and I agree as follows.

### I. Athlete’s Obligations

In consideration for the support provided by USA Gymnastics to me as a member of the Team, I agree to be bound by each of the following:

1. General Responsibilities. I recognize that as a member of the Team, I am serving as a representative of the thousands of gymnasts participating in gymnastics throughout the United States who are members of USA Gymnastics, and I will conduct myself in a manner that upholds the name, reputation and goodwill of USA Gymnastics. I accept the responsibility, therefore, to comply at all times with USA Gymnastics’ Safe Sport Policy and Code of Ethical Conduct so long as the provisions or application of those requirements are not inconsistent with or superseded by the standards established by the Ted Stevens Olympic and Amateur Sports Act or the policies of the USOPC.
2. Training. I will participate in all organized training activities, including camps, to which I am assigned. Recognizing the critically important role preparation plays in achieving my fullest potential, and that of the Team, I will participate in all training activities required by USA Gymnastics unless I am excused by the head of delegation, Team coordinator, high-performance director or program director.

3. Competition. Recognizing the critically important role played by USA Gymnastics' events in generating the funds necessary to support the Team, I will use my best efforts to participate in those national or international competitions and exhibitions to which I am invited or assigned by USA Gymnastics. Notwithstanding the foregoing, I will not be obligated to participate in any competition or event if I am not medically fit to do so, or if such participation would create a risk of injury based on an existing condition. Further, USA Gymnastics will consult with me before determining the competitions to which I will be assigned.

When I accept an invitation to compete in an event as a member of the Team, I will make every effort to perform to the best of my ability. I will participate for the full duration of the event unless I am excused by the head of delegation, Team coordinator, high-performance director or program director. I also acknowledge that I understand that my participation in gymnastics competitions, exhibitions, and/or events that are not sanctioned by USA Gymnastics or the International Gymnastics Federation (the "FIG") may jeopardize my eligibility to participate in competitions sanctioned by the FIG.

4. Other Team Selection. During the course of this Agreement, I recognize that I may have the opportunity to qualify for teams selected by USA Gymnastics to compete in such international events as the World Championships and Pan American Games. I acknowledge that these teams are selected in accordance with written selection procedures, which will be available on the USA Gymnastics website and provided to me as a member of the Team. I further acknowledge my obligations to make myself familiar with and to be bound by those selection procedures.

5. Banned Substances. I will not use any chemicals, drugs or other banned substances, or violate policies and procedures established by the United States Anti-Doping Agency ("USADA"), the FIG, the International Olympic Committee ("IOC"), the USOPC, or the World Anti-Doping Agency ("WADA"). I acknowledge that the list of banned substances, policies and procedures may change during the course of this Agreement and that I have an obligation to stay informed about changes communicated to me by any of the aforementioned organizations. I further agree to submit to periodic unannounced drug tests as required by WADA, USADA, the USOPC, IOC and/or the FIG. *USADA website: [www.usantidoping.org](http://www.usantidoping.org).*

6. Eligibility. I will maintain my eligibility to compete in national and international gymnastics competitions under the eligibility rules established by USA Gymnastics or FIG, respectively. I understand, however, that the eligibility rules of USA Gymnastics or FIG may not be consistent with the eligibility requirements of high school or collegiate athletic associations, and I accept full responsibility for keeping myself informed about and, to the extent I desire, in compliance with the eligibility requirements of those athletic associations.

7. General Media Release. Except as otherwise provided in this Agreement or a commercial agreement between USA Gymnastics and me, I grant to USA Gymnastics the non-exclusive right to use, license, assign, sell or otherwise use, in any medium or format whatsoever now existing or hereafter created, on any platform, without further consent from or any royalty, payment, or other compensation to me, my name, image, likeness, voice, or performance as a member of the Team for the purpose of:

- a. Promoting the sport of gymnastics, my achievements as a gymnast, and the work of USA Gymnastics;

- b. Inclusion in promotional and news-based coverage of USA Gymnastics events and activities for the web, TV, new media outlets and other forms of distribution, as appropriate;
- c. Promoting events sponsored or sanctioned by USA Gymnastics. Unless I grant approval, this right shall not extend to events in which I am not scheduled to participate or events having a title or presenting sponsor that is a competitor of a company with which I have an endorsement relationship;
- d. Producing educational or safety materials;
- e. Producing television broadcasts, recordings, webcasts, other new media outlets, or other factual accounts of the performance of the Team and its members;
- f. Raising funds for USA Gymnastics through the sale of merchandise (including photographs, posters, and prints) featuring images of the Team or any images or collection of images featuring three (3) or more members of the Team; or
- g. Allowing a company to identify itself as a national sponsor or official supplier of USA Gymnastics in advertising or promotions approved by USA Gymnastics. This grant is subject to the following conditions:
  - (1) such advertising or promotion incorporates a minimum of three (3) athletes of the same discipline in an advertisement or promotion that is clearly team-themed and does not suggest that I have a relationship with the sponsor and its products or services; or
  - (2) each athlete whose name, picture, image or performance is used provides his or her written consent.

In any instance where USA Gymnastics raises funds through the sale of merchandise featuring my image pursuant to subsection 7(f) above, I will be compensated under mutually agreed upon terms. Whenever requesting my participation in a promotional activity, USA Gymnastics will identify the financial terms (if any) associated with my participation, and commits to ensure that all funds made available by a sponsor to pay for athlete/coach appearances will be used only for that purpose.

8. Sponsors. This Agreement does not limit my ability to enter into a commercial relationship with a third party, including third parties who are competitors of USA Gymnastics' sponsors or suppliers. I recognize, however, the important role played by the sponsors of USA Gymnastics, USA Gymnastics events and the Team in helping to fund and promote the Team and my participation on the Team. I understand that I am not permitted to convey to my sponsors any marketing rights associated with USA Gymnastics or the Team. By way of example, I am not permitted to wear Team apparel or refer to my membership on the Team in advertising and promotions conducted by sponsors who are not sponsors of USA Gymnastics. USA Gymnastics has provided to me as Exhibit A to this Agreement a list of USA Gymnastics' sponsors and suppliers, which is subject to change.

9. Promotion of the Team. Consistent with my training and competition schedule, I recognize that all of us involved in USA Gymnastics and the Team have an obligation to make a good-faith effort to participate in activities designed to teach gymnastics skills or promote the sport of gymnastics, the work of USA Gymnastics, the Team, and USA Gymnastics events. Such activities may include, but are not limited to, Team meetings, national and regional congresses, clinics, seminars, promotional appearances on behalf of USA Gymnastics events and programs, and sessions with members of the media.
10. Ambassador of the Sport. As a member of the Team, I am a representative of USA Gymnastics and must conduct myself in a manner that upholds the name, reputation and goodwill of USA Gymnastics as the National Governing Body for the sport of gymnastics in the United States. As such, my conduct must not reflect poorly upon or bring discredit to USA Gymnastics, its other athletes, its coaches or its events and programs.
  - a. I acknowledge and agree that my conduct extends beyond actions on the field of play, including but not limited to, actions/posting/images disseminated in the public domain, including without limitation on social media platforms.
  - b. I acknowledge and agree that any public communications by me via the Internet or via social media must be appropriate as a member of the Team. I recognize that I may post information regarding my own personal experience(s), but not any personal or medical information about my teammates or coaches; nor post information from events, training camps, and sessions except in accordance with the guidelines developed by the appropriate coaches or USA Gymnastics committees. No information, announcements or commentary regarding Team selection will be posted by me until after the official announcement by USA Gymnastics and/or other appropriate organizations.
11. Appearance. I will meet all prescribed guidelines for appearance whenever appearing or traveling as a member of the Team. I understand that those guidelines may also obligate me to wear certain types of competition, training and leisure apparel when appearing as a member of the Team, including opening, award and closing ceremonies of a competition. Those guidelines do not, however, limit my ability to use the competition shoes/socks, grips and wrist supports or other medical braces of my choice.
12. Travel. I will have in my possession a valid and current passport and be prepared to notify USA Gymnastics of the passport number and place and date of issue. I will also maintain current passport-style photos for use by USA Gymnastics in applying for visas. I agree to meet all travel schedules set for me when traveling as a member of the Team, and understand that I may only change travel arrangements with the approval of USA Gymnastics. I agree to be personally responsible for any additional costs resulting from changes to the travel arrangements made for me without the prior approval of USA Gymnastics.
13. Medical Attention. I give my consent to USA Gymnastics to provide, through a medical staff of its choice, customary medical care and athletic training, transportation and emergency medical services as warranted in the course of my participation as a member of the Team.

14. Retirement or Inability to Compete. I will notify USA Gymnastics promptly if I decide to retire from the Team, or if I suffer any injury or illness which may prevent me from fulfilling my responsibilities as a member of the Team. In the event of such injury or illness, I agree to submit to all reasonable requests for examination or evaluation by medical personnel approved by USA Gymnastics.
  
15. Waiver and Release. I AM FULLY AWARE OF AND APPRECIATE THE RISKS, INCLUDING THE RISK OF CATASTROPHIC INJURY, PARALYSIS, AND EVEN DEATH AS WELL AS OTHER DAMAGES AND LOSSES, ASSOCIATED WITH PARTICIPATING IN GYMNASTICS. I ACKNOWLEDGE THAT ANY INJURIES I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF USA GYMNASTICS OR ITS AGENTS. I FURTHER AGREE THAT USA GYMNASTICS, AND ITS SPONSORS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (THE “RELEASED PARTIES”) SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OCCURRING AS A RESULT OF MY PARTICIPATION IN GYMNASTICS, UNLESS THAT LOSS OR DAMAGE RESULTS DIRECTLY FROM THE WILLFUL OR WANTON CONDUCT OF THE RELEASED PARTIES.

## II. USA Gymnastics’ Obligations

In consideration for my agreement to be bound by the terms and conditions of Article I of this Agreement, I understand that USA Gymnastics agrees to do each of the following for me:

1. Membership. USA Gymnastics will provide me with a USA Gymnastics Team membership, including all insurance coverage and benefits associated with that membership as identified in Exhibit B.
  
2. Training. USA Gymnastics’ staff and/or clinicians will be available to work with me and my coach to establish a training program designed to assist me in my development as a gymnast. This assistance will include types and amounts of assistance as agreed upon by USA Gymnastics and my coach. In addition, USA Gymnastics will pay normal travel, lodging and meal expenses associated with my participation in USA Gymnastics training camps (if any) which I am required to attend subject to the policy of each discipline.
  
3. Apparel. USA Gymnastics will provide me with Team apparel if and when I am invited or assigned by USA Gymnastics to participate in national competitions or activities, or international competitions and exhibitions.
  
4. Funding. I will be eligible to participate in (and, where appropriate, have my coach and club participate in) funding programs, as applicable to each discipline.
  
5. Competition. USA Gymnastics will arrange for my participation in national competitions, international competitions and exhibitions subject to the policy of each discipline, the availability of funding, and the discretion of USA Gymnastics.
  
6. Travel. USA Gymnastics will be responsible for all fully funded travel, meal and housing expenses directly associated with my participation in training camps, competitions, exhibitions, media events and promotional appearances, if any, where such participation is at the request of USA Gymnastics and as a member of the Team. For any self-funded or partially-funded activities, I will have the right to decline any gymnastics-related activity.



7. Health Counseling and Referral. As part of its commitment to maintaining the health and well-being of the members of the Team, USA Gymnastics will have a trainer and other medical professionals available to assist the Team. In addition, USA Gymnastics will assist me by identifying medical experts in other specialties or geographic locations with whom I might consult.
8. Representation. USA Gymnastics has established and funds the USA Gymnastics Athletes' Council (the "Council"). The Council is charged under USA Gymnastics' Bylaws with soliciting athlete input on pending policies and decisions and communicating to USA Gymnastics the views of the athletes on those issues. As a member of the Team, I am eligible to both serve on and elect representatives to the Council.
9. Communication. USA Gymnastics will maintain an open line of communication and accept my call to the USA Gymnastics national office at any time. In addition, USA Gymnastics will provide me with copies of relevant selection procedures, information concerning my opportunities to participate in competitions or training, and forward all communications from the Council.
10. Public Relations. USA Gymnastics will help to publicize my participation as a member of the Team by creating a special biography and individual file photograph of me for distribution to the media, via the website and social media outlets, and press information to various media outlets and types concerning my performance as a member of the Team.

### **III. Other Terms of the Agreement**

1. Term. This Agreement is effective from the date of the Athlete's/Parent's/Guardian's signature to the conclusion of the next re-ranking competition.
2. USOPC Compliance. This Agreement is consistent with the obligations and restrictions as outlined in the U.S. Olympic and Paralympic Committee's Policy regarding National Governing Body Commercial Agreements. <http://www.teamusa.org/Footer/Legal/Other-Documents.aspx>
3. Suspension or Dismissal from the Team. I understand that any conduct by me which constitutes a significant material violation of the USA Gymnastics Safe Sport Policy or any obligations under USA Gymnastics' Code of Ethical Conduct may result in my suspension or dismissal from the Team and the termination of all benefits associated with my membership on the Team. No termination or suspension may be imposed, however, except by application of the procedures identified in Article 10 of USA Gymnastics' Bylaws.
4. Other Sanctions. For matters which do not involve a significant material breach of the USA Gymnastics Safe Sport Policy or my obligations under the Code of Ethical Conduct, I understand that USA Gymnastics may respond to my failure to meet my obligations under this Agreement by imposing a sanction (including, for example, withholding all or part of any support or assistance) other than suspension or dismissal from the Team.

5. Sanction Procedures. Before imposing any sanction under Sections 3 and 4 of this Agreement, I understand that USA Gymnastics will: a) provide me with written notification of the specific conduct which is the basis for withholding the support, b) identify the exact nature of the proposed sanction, c) give me an opportunity to be heard, and d) inform me of the actions which must be taken by me (if any) to avoid the sanction. If I wish to challenge a decision by USA Gymnastics to impose a sanction in this manner, I understand that I must follow the grievance process identified in Article 10 of USA Gymnastics' Bylaws.
6. Dispute Resolution. All disputes arising out of or in connection with this Agreement are subject to resolution exclusively through the procedures set forth in USA Gymnastics' Bylaws, and/or, if appropriate, through the grievance procedures of the USOPC.
7. Relationship of Parties. USA Gymnastics and I shall at all times be independent contractors with respect to each other, and nothing in this Agreement shall create any agency, partnership, joint venture, or other form of joint enterprise, employment, legal representative or fiduciary relationship between the parties.
8. Amendment and Modification. This Agreement may not be amended or modified in any respect except in writing, signed by a duly authorized officer or agent of each party.
9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
10. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana and the parties agree and submit to the jurisdiction and venue of the courts located within the State of Indiana for purposes of resolving any and all disputes and actions arising under this Agreement.