

## Assumption of Liability, Release, and Indemnity Agreement

**Member Club Name:** \_\_\_\_\_

**Member Club Number:** \_\_\_\_\_

**Authorized Agent for Club (e.g., Owner):** \_\_\_\_\_

By signing this Assumption of Liability, Release, and Indemnity Agreement (the “Agreement”), MEMBER CLUB acknowledges and agrees to all of the following:

A. MEMBER CLUB acknowledges that USA Gymnastics’ SafeSport Policy expressly forbids unsupervised One-on-One contact between unrelated participating adults and minor athletes in the following contexts:

- Out-of-program contact;
- Travel
- Social Media;
- Individual training sessions;
- Lodging;
- Treatment by mental health care professionals or health care providers at a Member Club or federally-defined USA Gymnastics events (including training, competition, lodging, travel or treatment);

B. MEMBER CLUB elects, in its sole and complete discretion, to deviate from USA Gymnastics’ SafeSport Policy by providing parents or legal guardians of minor athletes the option to consent, in writing, to certain instances of unsupervised One-on-One contact between an unrelated adult and the minor athlete subject to the parent’s or guardian’s legal authority, in accordance with this Agreement, USA Gymnastics’ SafeSport Policy, and the U.S. Center for SafeSport’s Minor Athlete Abuse Prevention Policy (the “Parental Consent Option”). The U.S. Center for SafeSport’s Minor Athlete Abuse Prevention Policy allows the Parental Consent Option, but USA Gymnastics does not encourage it.

C. MEMBER CLUB must obtain written consent from the parent(s) or legal guardian(s) of a minor athlete before each and every instance of unsupervised One-on-One travel between an unrelated adult and a minor athlete, when that travel involves a singular event such as a competition or camp.

MEMBER CLUB must obtain written consent at least every 90 days for local travel by vehicle to and/or from the Member Club for regular, consistent practices (e.g., weekly practices).

In either case, MEMBER CLUB must obtain written consent not more than seven (7) days before the one-on-one contact begins.

D. MEMBER CLUB agrees that written consent from a parent or guardian may be used to allow One-on-One contact **only** in the following two circumstances:

- Airline travel;
- Local travel by vehicle to and from the Member Club.

E. MEMBER CLUB agrees to satisfy all terms of this Agreement and USA Gymnastics' SafeSport Policy before any unsupervised One-on-One contact between an unrelated adult and a minor athlete will be allowed. MEMBER CLUB acknowledges that any failure to satisfy all terms of this Agreement and USA Gymnastics' SafeSport Policy before allowing or facilitating any unsupervised One-on-One contact between an unrelated adult and a minor athlete will constitute grounds for termination of MEMBER CLUB's status as a USA Gymnastics Member Club.

F. MEMBER CLUB is solely and completely responsible for obtaining and retaining the required written consent of the minor athlete's parent(s) or legal guardian(s) in a matter that satisfies all applicable rules, policies, regulations, and laws. All original copies of such written consent must be retained by MEMBER CLUB. MEMBER CLUB must immediately produce such written consent upon demand by law enforcement, the U.S. Center for SafeSport, or USA Gymnastics.

G. Written consent by parent(s) or guardian(s) must meet all of the following criteria:

- Written consent is given by each parent or legal guardian of the minor athlete for unsupervised One-on-One contact within the times stated in section C above.
- The parent(s) or legal guardian(s), the Authorized Agent for Club, and the unrelated adult must sign the written consent. All parties who sign the written consent are strictly liable for any material misrepresentations or material omissions contained in the written consent.
- The written consent confirms that each parent or legal guardian signing the written consent has:
  - completed the "Parent's Guide to Misconduct in Sport," offered by the U.S. Center for SafeSport;
  - confirmed a travel plan that, at a minimum:
    - states the place and time of departure and the place and time of arrival;
    - car travel requires direct travel, no intervening stops are permitted;
    - air travel layovers must be avoided unless no other options are available, and must include a specific plan to ensure the athlete is not isolated in a one-on-one setting with the unrelated adult; overnight layovers and leaving the departure area must be explicitly forbidden; and
    - requires that the minor and the unrelated adult must not sit side-by-side in the car.
  - agreed to discuss each incident of One-on-One contact with the minor athlete;
  - agreed to notify immediately the Authorized Agent for Club of any deviation from the travel plan or expected conduct; and

- discussed the travel plan with the minor athlete outside of the presence of other adults, including the unrelated adult with whom the minor will travel;
- The written consent confirms that the minor athlete:
  - has successfully completed the age appropriate SafeSport course for athletes, provided by the U.S. Center for SafeSport; and
  - has the right decline or end unsupervised One-on-One contact with an unrelated adult at any time and without any explanation.
- The written consent confirms that the unrelated adult:
  - has been continuously employed by MEMBER CLUB for at least 365 days preceding the instance of One-on-One contact to which the written consent applies;
  - membership status in good standing;
  - has reviewed the USA Gymnastics Safe Sport Policy, and the SafeSport Code for the U.S. Olympic and Paralympic Movement and acknowledges their obligation to report child abuse and misconduct under those policies.
  - has no red-flag level criminal disposition or unresolved criminal indictment or charge (see the SafeSport Code and USA Gymnastics background check policy for definitions);
  - has no pending grievance, allegation or report related to safety at the U.S. Center for SafeSport, USA Gymnastics, or any other NGB;
  - has no prior findings of, or agreed resolutions related to, Safe Sport Code Misconduct or any other safety or ethical policies; and
  - has disclosed and discussed all proactive policy concerns identified by USA Gymnastics, the Center, or any relevant NGB, with the minor athlete's parent or legal guardian.
- The written consent confirms that the Authorized Agent for Club:
  - agrees to immediately end unsupervised contact between an unrelated adult and a minor athlete upon request of the athlete or parent or legal guardian, without any explanation needed from the requesting party; and
  - has reviewed the USA Gymnastics Safe Sport Policy, and the SafeSport Code for the U.S. Olympic and Paralympic Movement and acknowledges their obligation to report child abuse and misconduct under those policies.

All of the above criteria must be expressly stated in the written consent.

H. MEMBER CLUB is solely and completely responsible for (a) its decision to elect the Parental Consent Option and (b) any One-on-One contact between an unrelated adult and a minor athlete. MEMBER CLUB assumes complete responsibility for any loss, damage or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages, or damages arising out of or in connection with either (a) its decision to elect

the Parental Consent Option or (b) any One-on-One contact between an unrelated adult and a minor athlete.

I. MEMBER CLUB and its employees and agents (the “Releasing Parties”) agree not to hold USA Gymnastics liable for any loss or damage incurred that is connected in any way to (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete. The Releasing Parties’ exclusive remedy shall be as set forth in this Agreement. To the maximum extent permitted by law, in no event shall USA Gymnastics (including its officers, directors, employees and agents) be liable for any loss, damage or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages, or damages arising out of or in any way connected with (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete. The Releasing Parties release USA Gymnastics (including its officers, directors, employees and agents) from any claims, losses or damages arising from or in any way connected with (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete, including any and all claims, losses or damages arising from or occurring as a result of the negligence of any party except to the extent that the claim is based upon the intentional or reckless conduct of USA Gymnastics. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

J. The Releasing Parties agree to indemnify, defend, and hold harmless USA Gymnastics, and its directors, officers, employees, officials, judges, coaches, athletes and agents (collectively, the “USA Gymnastics Indemnified Parties”) from and against any and all expenses, damages, claims, suits, actions, awards, attorneys’ fees and liabilities (“Third Party Claim(s)”) arising out of or in any way related to (a) the Releasing Parties’ decision to elect the Parental Consent Option; (b) One-on-One contact between an unrelated adult and a minor athlete; or (c) the negligence or willful misconduct of the Releasing Parties (or any of them) or their employees or agents (except to the extent of the gross negligence or willful misconduct of the USA Gymnastics Indemnified Parties), where such claims, suits or actions and the like are brought by individuals other than the USA Gymnastics Indemnified Parties. If the USA Gymnastics Indemnified Parties intend to claim indemnification under this Agreement, they shall provide reasonable notice of the Third-Party Claim to MEMBER CLUB. The USA Gymnastics Indemnified Parties shall be entitled to control the defense of and otherwise represent their interests in the Third-party Claim, including the right to select and direct legal counsel and other consultants, and in good faith to propose, accept, or reject settlement offers. The indemnification obligation contained in this Agreement shall apply to amounts paid in good faith settlement of any Third Party Claim. Nothing in this Agreement prevents the Releasing Parties from participating in their own defense to any Third Party Claims at their own cost and expense. The failure of the USA Gymnastics Indemnified Parties to provide notice as required by this section does not relieve the Releasing Parties from their indemnity and defense obligations under this Agreement except to the extent that such failure materially prohibits the Releasing Parties from satisfying such obligations. The Releasing Parties will cooperate with the USA Gymnastics Indemnified Parties, or any of them, in the contest and defense of a Third Party Claim, including providing reasonable access upon reasonable notice to

MEMBER CLUB NAME \_\_\_\_\_

MEMBER CLUB NUMBER \_\_\_\_\_

the books, records (including any documents evidencing consent by a parent or guardian to One-on-One contact), and employees or agreements of MEMBER CLUB.

**I have read this entire Agreement. I am authorized by MEMBER CLUB to sign this Agreement. By signing below, I am binding MEMBER CLUB to all of the terms and conditions of this Agreement.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Member Club Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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## CONSENT TO ONE-ON-ONE CONTACT

**Minor Athlete Name:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Unrelated Participating Adult Name:** \_\_\_\_\_

**USAG Member Club Name:** \_\_\_\_\_

**Event Name/Location:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_

USA Gymnastics' SafeSport Policy expressly forbids One-on-One contact between minor athletes and unrelated participating adults. The Parent/Guardian, Member Club, and the unrelated participating adult (hereinafter, "Unrelated Adult")(collectively, "the Parties") are choosing to deviate from that policy by allowing Athlete to have unsupervised One-on-One contact with Unrelated Adult while traveling to and from the event listed above (hereinafter, "Event").

A. By signing this Consent to One-on-One Contact (the "Agreement"), **the Parent/Guardian agrees as follows:**

1. Athlete can have unsupervised One-on-One contact with Unrelated Adult solely for the purpose of traveling to and from Event and solely in the manner described in this Agreement.
2. Parent/Guardian has reviewed the details of the proposed travel plan (**Attachment 1**) and confirms that:
  - i. The proposed travel plan states the place and time of departure and the place and time of arrival;
  - ii. If traveling by car, there will be no intervening stops (with the exception of necessary restroom and fuel stops);
  - iii. If traveling by air, there are no unavoidable layovers, there are no overnight layovers, Athlete and Unrelated Adult are prohibited from leaving the departure area of the airport, and there is a plan in place to ensure that Athlete is not isolated in a one-on-one setting with Unrelated Adult;
3. Parent/Guardian has discussed the proposed One-on-One contact with Athlete, including the details of the proposed travel plan, outside of the presence of the Unrelated adult and Member Club staff.
4. Athlete understands that Athlete has the right to decline or end One-on-One contact with Unrelated Adult at any time and without any explanation.

5. Parent/Guardian will immediately notify the Member Club of any deviation from the travel plan.
6. Parent/Guardian has completed the Parents Guide to Misconduct in Sport provided by the U.S. Center for SafeSport. A copy of Parent/Guardian's completion certification is being submitted along with this Agreement.
7. Athlete has successfully completed the age appropriate SafeSport course provided by the U.S. Center for SafeSport. A copy of the Athlete's completion certification is being submitted along with this Agreement.

B. By signing this Agreement, **Unrelated Adult** agrees as follows:

1. Unrelated Adult has been continuously employed by Member Club for at least 365 days preceding the instance of One-on-One contact to which the Agreement applies, or been exceptionally cleared of this requirement by USA Gymnastics.
2. Unrelated Adult has no red-flag level criminal disposition or unresolved criminal indictment or charge (see the SafeSport Code and USA Gymnastics background check policy for definitions).
3. Unrelated Adult has no pending grievance, allegation, or report related to safety at the U.S. Center for SafeSport, USA Gymnastics, or any other national governing body.
4. Unrelated Adult is not restricted from contact with the Olympic Movement or contact with minors in any way, including without limitation by the U.S. Center for SafeSport, USA Gymnastics, or any court or law enforcement agency.
5. Unrelated Adult has no prior findings of, or agreed resolutions related to, Safe Sport Code Misconduct or any other safety or ethical policies.
6. Unrelated Adult has disclosed and discussed with Parent/Guardian all proactive policy concerns previously identified by USA Gymnastics, the U.S. Center for SafeSport, and any other relevant national governing body.
7. Unrelated Adult will immediately end One-on-One contact with Athlete upon request of Athlete, Parent/Guardian, or Member Club without any explanation needed from the requesting party

C. By signing this Agreement, **Member Club** agrees as follows:

1. Member club will immediately end One-on-one contact between Unrelated Adult and Athlete upon request of Athlete or Parent/Guardian, without any explanation needed from the requesting party.
2. Member Club has reviewed the USA Gymnastics Safe Sport Policy and the SafeSport Code for the U.S. Olympic and Paralympic Movement and

acknowledges Member Club's obligation to report child abuse and misconduct under those policies.

D. This Agreement may be signed in one or more counterparts. The Agreement will be deemed to be fully signed once each party has signed a counterpart. Either party may sign or deliver the Agreement or a counterpart by electronic means, including electronic mail.

**By signing, I acknowledge that have read and understood all of the terms of this Agreement.**

*(This Agreement may not be signed more than one week before the instance of One-on-One contact)*

**Parent/Guardian**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Member Club**

\_\_\_\_\_

Name of Authorized Representative

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Unrelated Adult**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**ATTACHMENT 1: TRAVEL PLAN**

The proposed travel plan during which Athlete will have unsupervised One-on-One contact with Unrelated Adult is as follows:

1. Date of departure: \_\_\_\_\_
2. Location of departure: \_\_\_\_\_
3. Method of travel: \_\_\_\_\_

i. If Athlete and Unrelated Adult are flying, please provide:

1. Departure airline and flight number: \_\_\_\_\_
  - a. Seat numbers: \_\_\_\_\_
2. Location and duration of layover(s) (if applicable): \_\_\_\_\_
3. Flight number(s) following layover(s): \_\_\_\_\_
  - a. Seat numbers: \_\_\_\_\_
4. Returning airline and flight number: \_\_\_\_\_
  - a. Seat numbers: \_\_\_\_\_
5. Location and duration of layover(s) (if applicable): \_\_\_\_\_
6. Flight number(s) following layover(s): \_\_\_\_\_
  - a. Seat numbers: \_\_\_\_\_

ii. If Athlete and Unrelated Adult are traveling by car, please provide

1. Proposed route to Event: \_\_\_\_\_
2. Anticipated arrival time: \_\_\_\_\_
3. Proposed return route: \_\_\_\_\_
4. Anticipated arrival time: \_\_\_\_\_

***At no time during the travel may Athlete and Unrelated Adult sit side-by-side***

***Any deviation from the travel plan must be immediately reported to the Member Club***