

# UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE

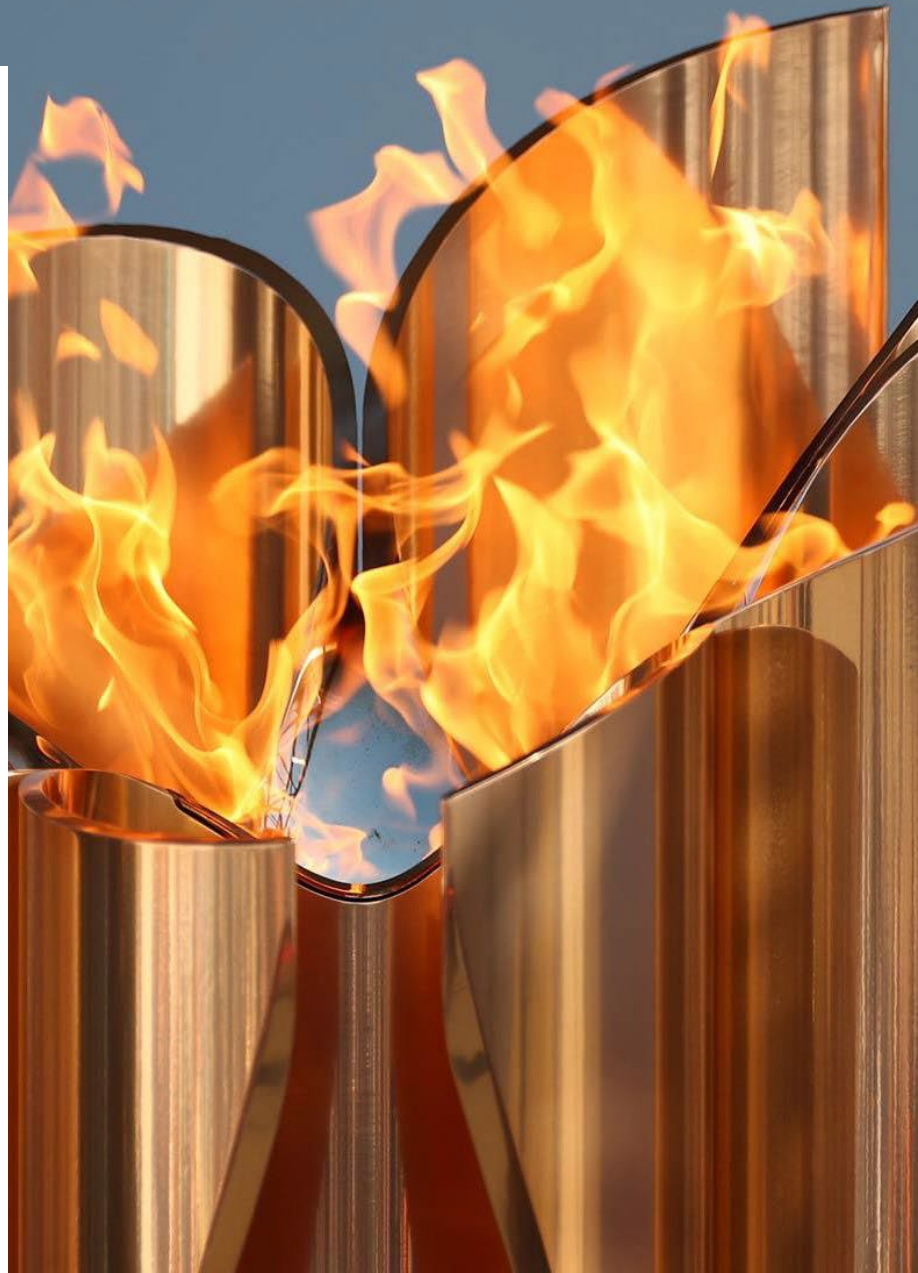
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## *Games Delegation Terms*

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Santiago 2023 Pan and Parapan  
American Games

June 1, 2023





# USOPC GAMES DELEGATION TERMS

## OVERVIEW

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Representing the United States at a Delegation Event is an honor and distinction, and the United States Olympic & Paralympic Committee (“USOPC”) is committed to ensuring the health, safety, and wellbeing of U.S. Delegation members and supporting athletes in their pursuit of competitive excellence.

These USOPC Games Delegation Terms (the “Terms”) outline the requirements that U.S. Delegation members must adhere to as a condition of participation at the Olympic, Paralympic, Pan American, Parapan American Games (each a “Delegation Event”), Youth Olympic Games or any other event where the USOPC enters athletes (all Delegation Events and such other events collectively, the “Games”). Any other governing document or external rule cited herein are incorporated into these Terms by reference.

At the Games, the U.S. Delegation consists of the following constituent groups and examples of group members (collectively “Delegation members”) (specific portions of the Terms that are only applicable to some of these constituents will be clearly marked):

- Athletes – competing athletes, alternate/reserve athletes, training partners and Paralympic guides
- Coaches – both team and personal coaches
- NGB Games Staff, USOPC Employees and contractors – administrative personnel; service providers (nutrition, physiology, psychology); Paralympic personal care assistants; support personnel (caddies, grooms, horse owners); veterinarians; medical staff (doctors, medical personnel, physiotherapist); press/media/communication officers; team leaders; technical personnel; attaches; athlete chaperones; USOPC CEO/Secretary General; Chief Medical Officer; Chef de Mission and the Deputy Chef de Mission;<sup>1</sup>
- Executives – USOPC President; NGB CEO/Executive Director; NGB/USOPC Board of Directors; guests of the USOPC President; guests of the USOPC CEO/Secretary General; any other individual who is identified as a transferrable participant by the Games organizing committee; and

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<sup>1</sup> If any individual occupying one of these roles is also a USOPC employee, they will be considered a USOPC employee under these Terms and must adhere to the provisions only applicable to USOPC employees. A USOPC employee is considered any individual that is on USOPC payroll or is employed by the USOPC through a temporary staffing agency (i.e., Adecco).



- Volunteers – includes individuals acting in a volunteer capacity for the USOPC with accreditation from the USOPC – these may not have an accreditation from the Games organizing committee as part of the U.S. Delegation.

There are three parts to these Terms, along with a signature page at the end, affirming that you have read and agree to the Terms. Please read each part thoroughly.

[Conduct Requirements](#)

[Medical Review Process](#)

[General Release](#)

These Terms apply to all individuals regardless of whether or not accreditation is activated, or what type of accreditation a Delegation member receives (either from the Games organizing committee or USOPC) and goes into effect as soon as a Delegation member's name is submitted to the USOPC and remains so until the earlier of the closing of the main Athletes' Village or release from the Delegation.<sup>2</sup> The USOPC has the final authority of nomination and entering Delegation members to the Games.

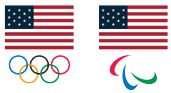
**PLEASE NOTE:**

- ★ **Criminal Record** – Delegation members have an ongoing obligation to disclose all information about any criminal record or pending charges you have to [GamesGC@usopc.org](mailto:GamesGC@usopc.org) and to your National Governing Body ("NGB").
- ★ **Athlete Safety Proceedings** – Delegation members have an ongoing obligation to disclose any temporary measure(s) or sanction(s) issued by the U.S. Center for SafeSport (the "Center"), your NGB, or the USOPC, resulting from an alleged violation of the Center's SafeSport Code and/or your NGB or the USOPC's athlete safety policies to [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org).

**OFFICE OF THE ATHLETE OMBUDS:**

The Office of the Athlete Ombuds is available to provide cost-free, confidential, and independent advice to athletes regarding their rights under these Terms and to assist athletes in resolving disputes or concerns. Athletes may contact the Office of the Athlete Ombuds at [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org) or 719-866-5000.

<sup>2</sup> Exceptions to this timeframe include any other USOPC/IOC/IPC/IF or external governing body's rules or policies that specify otherwise.



# USOPC GAMES DELEGATION TERMS

## DELEGATION CONDUCT REQUIREMENTS

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### SECTION 1. OVERVIEW

To represent Team USA at a Games is an honor bestowed on few individuals. The USOPC sends the U.S. Delegation to the Games and requires all Delegation members to conduct themselves in an appropriate manner. It is in that context that you understand and agree to abide by these Delegation Conduct Requirements when you are under the jurisdiction of the USOPC at a Games.

### SECTION 2. NGB CODE OF CONDUCT

These Conduct Requirements do not replace, but are in addition to, any NGB Code of Conduct that you may be subject to during the Games.

### SECTION 3. DELEGATION CONDUCT REQUIREMENTS PLEDGE

By signing these Terms, you accept nomination and, if accepted, selection to the Delegation and agree to abide by the Delegation Conduct Requirements and to the USOPC Dispute Resolution Hearing Procedures applicable to the Games.

You pledge to uphold the spirit of these Delegation Conduct Requirements, which govern your conduct as a Delegation member.

You certify that you have read the Delegation Conduct Requirements and understand that acceptance of their provisions as written is a condition of participation at the Games.

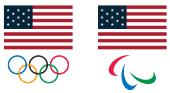
### SECTION 4. CONDUCT REQUIREMENTS: **ALL DELEGATION MEMBERS**

As a Delegation member, you hereby acknowledge and agree that you will:

- have a valid passport<sup>3</sup> that will not expire prior to six months following the Closing Ceremony of the Games;
- comply with the USOPC Code of Conduct, as applicable;
- abide by all applicable laws where the Games are held;

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<sup>3</sup> All athlete Delegation members must have a U.S. passport; other Delegation members may have another country passport.



- not engage in any conduct that could be considered criminal under any laws applicable to you (e.g. stealing), including but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs or alcohol to others;
- not have been convicted of violating a criminal law and have no pending indictments or pending charges (except for misdemeanors, which, if known, would not be a factor in your selection as a Delegation member or convictions as a minor which have been legally sealed), and understand that such conviction, indictment or criminal charge may be cause for you not being selected; and understand that if you have a conviction, indictment or criminal charge as of the date of signing these terms you will immediately notify the USOPC at [GamesGC@usopc.org](mailto:GamesGC@usopc.org);
- not participate or assist in any gambling or betting activities associated with the Games or any related event;
- adhere to applicable prevention of competition manipulation rules of the International Olympic Committee (“IOC”), International Paralympic Committee (“IPC”), Pan American Sports Organization (“Panam Sports”), Association of National Olympic Committees (“ANOC”), or other event organizer or sanctioning body, as applicable, and if there are no rules in place, agree not to engage in any conduct that could potentially manipulate a competition;
- comply with all anti-doping rules or regulations as defined by the World Anti-Doping Agency (“WADA”), United States Anti-Doping Agency (“USADA”), your International Federation (“IF”) (if applicable), Panam Sports, ANOC, the IOC/IPC, USOPC, other entity that has jurisdiction over the Games, or the Games organizing committee and agree to submit to the results management authority and processes for the Games;
- understand that an anti-doping suspension or pending/unresolved anti-doping rule violation may be cause for you not being selected to the Delegation or removal from the Delegation; understand that if you have an anti-doping suspension or pending/unresolved anti-doping rule violation as of the date of signing these Terms, you will immediately notify the USOPC at [GamesGC@usopc.org](mailto:GamesGC@usopc.org);
- abide by the Center’s SafeSport Code (available at [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org));
- comply with the [USOPC Athlete Safety Policy](#);
- abide by the [USOPC Minor Athlete Abuse Prevention Policies \(“MAAPP”\)](#) if you are an Adult Participant, and further acknowledge that you have reviewed the MAAPP, to include the Lodging requirements contained within that policy, and agree to comply with said policy;



- remain current with the Center’s online training requirements if you will be 18<sup>4</sup> or older by the time of the closing of the Athletes’ Village at the Games;
- be considered a USOPC Participant, as defined in the USOPC Athlete Safety Policy, and will be subject to the Dispute Resolution Hearing Procedures for any alleged violations of Prohibited Conduct as defined in the Policy that occur during the relevant event period for the Games. The relevant event period is from the time you activate your pre-valid card (“PVC”),<sup>5</sup> until the closing of the Athletes’ Village or your release from the Delegation;
- understand that if you are over the age of 18, you are required to report allegations of Prohibited Conduct as outlined in the USOPC Athlete Safety Policy and the Center’s SafeSport Code;
- disclose any temporary measure(s) or sanction(s) issued against you by the Center, your NGB, or the USOPC resulting from an alleged violation of the Center’s SafeSport Code or your NGB or the USOPC’s athlete safety policies to [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org);
- abide by the IOC Olympic Charter, IPC Handbook, Panam Sports Constitution, Pan American Games Regulations, or any governing documents from the entity that has jurisdiction over the Games that are currently in force, as applicable;
- abide by all governing documents that are required by the Games organizing committee, including agreeing to comply with its Eligibility Conditions Form/Conditions of Participation Form, as applicable;
- adhere to any COVID-19 mitigation measures, or other rules related to health, safety, illness or injury, as determined by the USOPC or the Games organizing committee;
- comply with any USOPC requirement or policies related to COVID-19 vaccinations;

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<sup>4</sup> For parents/legal guardians whose minor athletes will be participating in the Games, the Center offers free age appropriate 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.

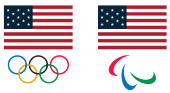
<sup>5</sup> If you do not activate your PVC, the event period of stay begins when: (i) you are identified as part of the U.S. Delegation, (ii) you are physically in the host country of the Games, and (iii) you used your PVC to enter the country or are in the city/state of the location of the Games for official Delegation duties, excluding any pre-Games camps which would be under the jurisdiction of the applicable NGB.



- comply with applicable Games host country governmental agency COVID-19 requirements<sup>6</sup> and understand that failure to comply could result in denial of entrance to or deportation from the host country; understand that the entry requirements may be amended from time to time so you are responsible for reviewing and complying with the most up-to-date entry requirements found at <https://cl.usembassy.gov/covid-19-information/>;
- follow all immigration and entry requirements of the country where the Games are held;
- adhere to the USOPC Trials and Delegation Rules for Athlete Expressions and Demonstrations as applicable (found at <https://www.teamusa.org/team-usa-athlete-services/racial-and-social-demonstrations>);
- be personally responsible for payment of all legal fees and expenses if you require personal legal representation;
- ensure your social media content is free of hate, prejudice, racism or discrimination;
- not act as a journalist, media liaison or in any other media capacity during the period of the Games and will abide by the Social and Digital Media Guidelines of Panam Sports, ANOC, IOC/IPC or any other entity with jurisdiction over the Games, as applicable;
- respect members of Team USA and the U.S. Delegation to the Games, and other Games teams, spectators and officials, and not engage in any form of discriminatory behavior;
- respect the property of others whether personal or public;
- act in a way that will bring respect and honor to yourself, your teammates, your NGB, and the USOPC and United States and uphold the spirit of the Games; and
- serve as a positive representative of your country, and the Olympic & Paralympic Movement while at the Games.

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<sup>6</sup> Current requirements include being up to date on your COVID-19 vaccinations and provide certification of such vaccinations. Those under 18 years of age do not have a vaccine requirement to enter Chile. If you are 18 years of age or older and are not vaccinated for COVID-19, you will need to obtain and show proof of a negative COVID-19 PCR test completed no more than 48 hours before your last point of departure prior to arrival in Chile. A random PCR test may also be required at the airport. If you are diagnosed with COVID-19 more than 10 days but less than 30 days prior to your departure to Chile, you will be required to show proof of a positive COVID-19 test obtained between 10 and 30 days prior to your departure to Chile and a second COVID-19 PCR test result (negative or positive) obtained no more than 48 hours before your last point of departure prior to arrival in Chile. If you are arriving from China 7 days prior to entering Chile, you will need to obtain and show proof of a negative COVID-19 PCR test completed no more than 48 hours before entering Chile and you will be required to have a PCR test at the airport. If the PCR test is positive, you will be sent to a sanitary residence for a 5-day isolation period.

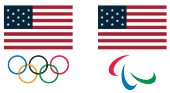


## SECTION 5. ADDITIONAL REQUIREMENTS: ATHLETES, COACHES AND NGB GAMES STAFF

As an athlete, coach or NGB Games staff member of the U.S. Delegation, and in addition to the items in Section 4 above, you hereby acknowledge and agree that you will:

- abide by your NGB Code of Conduct and acknowledge that any alleged violation of your NGB Code of Conduct will be resolved, if appropriate, in accordance with your NGB's grievance policies and procedures;
- abide by your NGB's athlete safety policy;
- follow all NGB Team rules pertaining to your sport;
- follow all USOPC Team rules as may be implemented at the Games, including rules within the Athletes' Village;
- abide by all rules within the selection procedures as determined by your NGB and approved by the USOPC;
- comply with rules concerning allowable trademark identification on clothing and equipment worn or used at the Games and on your body (such as visible tattoos) in accordance with the [IOC Rule 50/IPC Guidelines](#) and the [USOPC Commercial Guidelines](#), or any rule/guideline from the Games organizing committee, as applicable;
- wear designated USOPC apparel at all official Games functions and events, including Opening, Closing and Medal Ceremonies and at media events (including press conferences) hosted by the USOPC, Panam Sports, ANOC, IOC/IPC, other entity with jurisdiction over the Games, or the Games organizing committee; and understand that the USOPC encourages you to wear designated USOPC apparel whenever possible;
- not conceal or cover-up any USOPC sponsor, supplier or licensee brand or other identification appearing on your delegation apparel during Opening, Closing or Medal Ceremonies or at any other function or event where designated USOPC apparel is required above;
- only use, or authorize the use of, your name, person, image, picture, voice, or any of your sport performances for advertising or promotional purposes during the Games period in accordance with Section XXI (Advertisements and Publicity) of the Pan American Games Regulations for the Pan American Games, as applicable; and
- not use or authorize the commercial use of the following items without the prior written consent of the USOPC (which consent will not be unreasonably withheld): (1) photographs, films, videos, or other images of you in the apparel or equipment provided by the USOPC for the Games; (2) photographs, films, videos, or other images of you from the Games; (3) any Games medals; and (4) photographs, films, videos or other images of you with any Games medals.

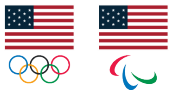




## SECTION 6. ADDITIONAL REQUIREMENTS: **ATHLETES**

As an athlete member of the Delegation, and in addition to the items in Sections 4 and 5 above, you hereby acknowledge and agree that you will:

- remain eligible to compete under the rules of your IF, your NGB and the IOC/IPC, Panam Sports, ANOC, or other entity that has jurisdiction over the Games, as applicable;
- submit to drug testing by the WADA, your IF, the Games organizing committee and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make you subject to penalties including, but not limited to, disqualification and suspension;
- maintain a level of fitness and competitive readiness that will permit you to perform at the maximum of your abilities;
- refrain from conduct detracting from your ability or that of your teammates to attain peak performance;
- notify your NGB and the USOPC if you have a medical issue that might compromise your ability to compete; understand that if requested, submit to a medical examination (or medical tests for illness, e.g. for COVID-19 swab) by medical personnel approved by the USOPC and authorize the submission of the medical information to your NGB and USOPC; understand that such injury, illness or refusal to submit to a medical examination may be cause for your not being selected to the Team, being removed from the Team, or not being allowed to participate if you remain on the Team; and understand that there is ***no right to the hearing process contained in the USOPC Dispute Resolution hearing Procedures applicable to the Games, nor through Section 9 of the USOPC Bylaws, after such medical determination***;
- cooperate with the in-process and out-process of the USOPC in conjunction with your sport, and will attend any USOPC pre-briefing or post-briefing sessions, unless granted written authorization by the USOPC Chef de Mission, or his/her designee;
- participate in the Team USA Ambassador Program and Team USA Welcome Experience, if applicable;
- abide by the rules governing your sport, including the technical and other rules of your IF, and accordingly authorize the USOPC and any other Delegation member to file protests and appeals on your behalf at the Games (this authorization in no way obligates the USOPC or Delegation members, to file such protests or appeals on your behalf);
- comply with athlete eligibility requirements for the Games, as applicable;



- cooperate with the USOPC and your NGB in any proceeding involving your finish, result, or medal award in which the USOPC is a party or is asked to provide information; understand that the USOPC is not obligated to bring, become a party to or represent you in a proceeding involving your finish result or medal award; and further understand that if you wish to participate individually in such a proceeding or you wish to bring a proceeding on your own, you will be responsible for securing the services of an attorney and for payment of all legal fees and expenses involved;
- understand that if for any reason the ANOC, the IOC/IPC, Panam Sports, or other entity with jurisdiction over the Games determines that your result is disqualified or you are excluded from the Games (and/or your medal and diploma should be returned), then you agree to comply with such obligations, and will fully cooperate with the USOPC in ensuring that any obligations are satisfied promptly;
- participate in media and sponsor-related activities if compatible with your training and competitive schedule, when requested by the USOPC;
- provide truthful and accurate information to the USOPC and your NGB concerning your activities and whereabouts at the Games; and
- act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct.

## **SECTION 7. VIOLATIONS, ENFORCEMENT AND HEARING PROCESS**

Generally, athletes, coaches and NGB Games staff will have an opportunity for a hearing pursuant to the Dispute Resolution Hearing Procedures if their participation in the Games is denied for any alleged violation of the Delegation Conduct Requirements. The opportunity for a hearing and the Dispute Resolution Hearing Procedures do not apply to USOPC employees, contractors, executives and volunteers, and the consequences and/or removal for such violations will be handled separately. Any potential removal or restriction from participation, or sanction, will be based on an alleged violation of these Terms or other incorporated rule, or a medical determination (including COVID-19). The USOPC will not remove an individual without a reason or opportunity for a hearing.

## **SECTION 8. USOPC ENFORCEMENT APPROACH**

The USOPC is responsible for the enforcement of the Terms and will be on-site at the Games to ensure compliance. Upon notification of a possible violation, the USOPC will initially review the incident. This may include gathering information from relevant sources, talking to various individuals involved, or causing an investigation (informal or formal) to be conducted. Delegation members involved in or with information on the matter are expected to fully cooperate with any such inquiry or investigation. The USOPC may engage in informal resolution efforts.



## **SECTION 9. BACKGROUND CHECK REQUIREMENT**

In order to ensure a safe team environment at the Games, the USOPC requires that all Delegation members undergo a background check pursuant to the USOPC Background Check Policy Procedures. Any Delegation member who turns 18 years of age within 45 days prior to the Closing Ceremony of the Games, will be required to undergo a background check.<sup>7</sup> Additionally, the USOPC may require that other individuals undergo background checks, as determined by the USOPC in its sole discretion. All background checks will be conducted by the National Center for Safety Initiatives. If an NGB proceeds with a nomination to the Games after a Red Light finding, the USOPC will conduct a secondary review of the NGB's determination. The Delegation member will be bound by the determination.

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<sup>7</sup> If you are subject to your NGB's Background Check policy, the Delegation member agrees to follow and comply with all the requirements and procedures in that policy.



# USOPC GAMES DELEGATION TERMS

## MEDICAL REVIEW PROCESS FOR ATHLETE PARTICIPATION

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### SECTION 1. OVERVIEW

The USOPC serves to protect the health, safety, and wellness of Team USA athletes<sup>8</sup> at the Games. This includes ensuring that athletes are fit to compete, physically and mentally, along with protecting the health of all. In accordance with these Terms, the USOPC's medical review process applies during the period of Delegation Terms applicability.

As a condition of participation and as noted in the Conduct Requirements above, an athlete must comply with and agree to:

*“notify your NGB and the USOPC if you have a medical issue that might compromise your ability to compete; understand that if requested, submit to a medical examination by medical personnel approved by the USOPC and authorize the submission of the medical information to your NGB and USOPC; understand that such injury, illness or refusal to submit to a medical examination may be cause for your not being selected to the Team, being removed from the Team, or not being allowed to participate if you remain on the Team; and understand that there is no right to the hearing process contained in the Dispute Resolution Hearing Procedures nor through Section 9 of the USOPC Bylaws, after such medical determination”*

An athlete may be removed from participation if he/she refuses to submit to a medical examination. The USOPC will attempt to obtain a written confirmation of the refusal, but removal does not depend on this.

For athletes that agree to be evaluated, but do not agree with the results of the initial medical evaluation, the USOPC will attempt to provide a secondary medical review and final confirmation, time permitting.

### SECTION 2. INITIAL MEDICAL EVALUATION

In the event of an injury or illness, the initial medical evaluation will be conducted by a physician (MD/DO), who is certified and/or accredited by the NGB, USOPC, IOC/IPC, or any other entity that has jurisdiction over the Games and approved by the USOPC (as specified in the Delegation Terms). If a physician is not available, the athlete may be evaluated by another health care provider certified and accredited by the NGB, USOPC, IOC/IPC, or any other entity that has jurisdiction over the Games and approved by the USOPC. The health care provider may be on the field of play, or otherwise near the athlete at the time the issue arises.

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<sup>8</sup> This Medical Review Process is only afforded to athletes, and not every Delegation member.



A positive test, conducted by reasonable means, for an illness/disease (including COVID-19) will serve as a medical determination.

The decision of the health care provide/test will stand (e.g., in urgent instances when an injury/illness occurs on the field of play in the middle of a competition), unless and until a secondary medical review is conducted under this process.

For a medical determination, the health care provider, or the USOPC Chief Medical Officer in the case of a positive test, may implement removal immediately, or may determine a period of time when removal would come into effect. Any delayed removal would take into consideration things such as, but not limited to: the likelihood for the athlete to recover<sup>9</sup> (or test negative), competition schedule, the impact on the team (if a team sport), or Late Athlete replacement deadlines or the effect on another athlete's opportunity to participate. Secondary medical reviews may be afforded during any delayed removal.

### **SECTION 3. SECONDARY MEDICAL REVIEW**

Any secondary medical review will be based on the athlete's request and with the judgment of the USOPC if time permits to allow a secondary medical review and final confirmation. All secondary reviews will occur as soon as practical. The USOPC understands the urgency and the opportunity to participate at the Games and will expedite the secondary reviews to the greatest extent possible.

The secondary medical review must be conducted by a physician, approved by the USOPC. This can also be conducted by a medical test (e.g. COVID-19 swabs). During the Games, the physician will be the USOPC Head Team Physician (either in the Athletes' Village or a Venue), unless otherwise agreed by the USOPC that another physician can conduct the review. Prior to the Games, the secondary medical review will be a physician approved by the USOPC and can be conducted virtually.

If the secondary review confirms the initial medical review, the decision will be final and binding.

If the secondary review refutes the initial medical evaluation, a final medical confirmation will be conducted.

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<sup>9</sup> For example, a physician might determine to wait a couple days in the case of an athlete with a sprained ankle to see if the athlete will get better in that interim time. Removal may, but does not have to, be immediate.



#### SECTION 4. FINAL MEDICAL CONFIRMATION

In the event that the secondary review does not confirm the initial review, a final medical confirmation will be conducted by the USOPC Chief Medical Officer (“CMO”) and the decision will be final and binding. The CMO may delegate this final medical confirmation to an approved expert in the field. The evaluation can be conducted virtually.

#### SECTION 5. OVERVIEW OF PROCESS

The below chart depicts an overview of the processes outlined in Sections 2, 3 and 4.



#### SECTION 6. PRIOR TO ARRIVAL AT THE ATHLETES’ VILLAGE

After the nomination of athletes from the NGB to the USOPC, and prior to arrival at the Athletes’ Village, the USOPC may allow the NGB to follow its process to determine final medical determinations for athlete participation, if approved by the USOPC. Even in such instances, the USOPC has the authority to step in and make any final medical determination after an NGB conducts its review process.



# USOPC GAMES DELEGATION TERMS

## GENERAL RELEASE

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### SECTION 1. AUTHORIZATION FOR MEDICAL SERVICES

As a Delegation member you consent to the USOPC's provision of medical and psychological care and treatment and emergency medical and psychological services associated with your participation in the Games. All treatment provided by the USOPC for minor participants will be conducted in accordance with the USOPC MAAPP. Additionally, you agree if you elect to obtain any of these services or treatments from any sources other than those provided or approved by the USOPC, you accept full and complete responsibility, including any financial obligations.

You further authorize the release of any medical information in accordance with the Authorization for Release of Medical Information necessary to the extent such information is relevant to your participation in the Games, including but not limited to, processing a claim for accident/medical payment insurance for an injury or illness incurred while participating as a Delegation member at the Games.

### SECTION 2. GAMES HEALTH HISTORY FORM: **ATHLETES**

You agree to complete and submit the Games Health History and understand that the information may be used to the extent that it is relevant to your athletic participation at the Games.

### SECTION 3. PRIMARY MEDICAL/HEALTH INSURANCE

As a Delegation member you understand that you must be covered by Elite Athlete Health Insurance ("EAHI"), NGB medical/health insurance, USOPC medical/health insurance, or your own personal medical/health insurance, in order to participate in the Games. Except for EAHI, you understand that the USOPC does not furnish personal medical/health insurance coverage for anyone other than USOPC employees.

### SECTION 4. ACCIDENT AND TRAVEL INSURANCE

As a Delegation member you understand that the USOPC maintains an accident policy that provides accidental medical and accidental death and dismemberment benefits (subject to policy terms and conditions) for all members of the U.S. Delegation. All benefits are payable on an EXCESS BASIS, which means any other insurance (a personal policy, an employer policy, a parent's policy, etc.) under which you have coverage must first pay or deny payment on each bill before the USOPC insurance will consider payment, and that the maximum benefit amount for accidental medical benefits is \$25,000 subject to a \$250 per incident deductible.



Additionally, you understand that coverage under this accident policy commences at the time you leave your residence, place of employment, training site, or such similar location, whichever occurs last, for the immediate purpose of joining the U.S. Delegation, and continues until such time as you return to your residence, place of employment, training site, or such similar location, provided that you proceed directly from the Games site to such destination (otherwise, coverage is terminated once your responsibilities at the Games are concluded).

You understand that the USOPC also secures travel insurance for most members of the U.S. Delegation including athletes, NGB coaches, USOPC Board members, NGB Games staff and USOPC employees, that this coverage does not apply to spouses and guests, that you may purchase such additional coverage through USOPC's insurer, and that this coverage is valid while traveling outside the United States and provides medical and travel assistance services, as well as coverage for emergency medical evacuation and repatriation of remains (subject to policy terms and conditions).

Lastly, you understand that in the event you are not selected to be a part of the U.S. Delegation, you DO NOT have insurance afforded to the U.S. Delegation, even though you have completed these Terms.

## **SECTION 5. MEDIA RELEASE AND LICENSE**

As a Delegation member you agree to be filmed, videotaped and photographed, and to have your name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, during the Games by the USOPC, 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, Panam Sports, ANOC, the IOC/IPC or the Games organizing committee (collectively the "Footage").

You grant 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 Games and the specific competition(s) in which you compete, (3) promotion of the Team and (4) promotion of the USOPC and the Olympic & Paralympic Games Movement (including without limitation the Olympic Network) throughout the United States, provided that, in no event may the USOPC use or authorize the commercial use of the Footage in any manner that would imply your endorsement of any company, product, or service, without your written permission.

## **SECTION 6. TRANSFER OF PERSONAL DATA**

If required by the Games organizing committee, you agree to the transfer of your personal data in accordance with their requirements.





## SECTION 7. WAIVER AND RELEASE

In consideration of involvement at the Games under the auspices of the USOPC, you acknowledge and agree that:

Participation in sport and travel at the Games entails inherent and other risks and dangers of serious bodily injury or illness, including permanent disability, paralysis and death, and property damage, including lost and stolen property. You voluntarily accept and assume full and complete responsibility for all such risks, both known and unknown. You, for yourself, and on behalf of your heirs, assigns, personal representatives and next of kin, hereby waive, release, and promise not to sue the USOPC or your NGB or their respective directors, employees, sponsors, officers, volunteers, staff, and/or agents (collectively the “Releasees”), for any and all claims, liabilities, actions demands, expenses, and attorneys’ fees arising out of your participation, whether caused by the negligence of the Releasees or otherwise, except that which is the result of gross negligence or willful misconduct of the Releasees.

You will obey all laws, rules and safety procedures relating to the Games and your participation. These Terms will be governed by and construed in accordance with the laws of the State of Colorado. The invalidity or unenforceability of any provision in these terms will in no way affect the validity or enforceability of any other provision.

You understand that you are giving up substantial rights by signing below and that you have signed the Terms freely and voluntarily without any inducement, assurance or guarantee. You intend the acceptance of these Terms to be a complete and unconditional release of liability to the greatest extent allowed by law.



# USOPC GAMES DELEGATION TERMS SIGNATURE

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By signing these Terms, you acknowledge and agree that you:

- have read, understand, and agree to be bound by the Terms;
- fully understand and accept your responsibilities as a Delegation member at the Games;
  - ❖ *Parents or legal guardian for participants of minority age:*
    - you consent to allow your minor to participate in the Games;
    - you authorize and consent that all lodging and transportation will be arranged by the USOPC in compliance with the USOPC MAAPP.
- agree to comply with to the rules, guidelines, jurisdiction, procedures and releases stated in the Terms;
- authorize the USOPC to provide your accreditation information, including certain personal data (such as first name, last name, date of birth, domicile, nationality, passport number and gender), to the Games organizing committee and that you give your free and express consent for the USOPC to do so. You also understand and acknowledge that the Games organizing committee may share this information with ANOC, the IOC/IPC, Panam Sports, or other entity that has jurisdiction over the Games, and to immigration and relevant government agencies in the country of the Games, including service providers acting on their behalf;
- are providing authorization that your electronic confirmation below is the legal equivalent of your manual signature on these Terms; and
- are providing consent to the use of electronic documents and signatures in all of your transactions with the USOPC and will keep the USOPC informed if your e-mail address changes or if you wish to withdraw your consent for electronic signature.

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Sport or Affiliation

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Name (Printed)

Date of Signature

**FOR PARTICIPANTS OF MINORITY AGE**

(Participants under the age of 18 as of date of signature)

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Relationship to Participant

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Parent/Guardian's Name (Printed)

Date of Signature