2026-2027 USABS ATHLETE MARKETING AGREEMENT

The USABS ATHLETE AGREEMENT, effective as of October 2026 (the "Effective Date"), is by and between USA Bobsled/Skeleton (USABS), a N.Y. nonprofit corporation having its principal office at 196 Old Military Rd., Lake Placid, NY 12946, and the Athlete signing below ("Athlete"), whose address is also set forth below. Athlete and the USABS may be collectively referred to herein as the "Parties" and each individually as a "Party."

Background

USABS is the national governing body for the sports of bobsled and skeleton in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act (the "Act"). As the national governing body, USABS is responsible for developing elite Athletes with the goal of achieving competitive excellence in Olympic competitions. As part of that mission, USABS has developed an Athlete Marketing Agreement program to support Athletes who have demonstrated the capability to be elite international Athletes with the potential to win medals in international competitions.

The Athlete is encouraged, but is not required, to participate in the Athlete Agreement on the terms and conditions set forth herein. Opting out of this Athlete Agreement may not be used by the NGB as a basis on which to prohibit an Athlete from participating in a protected competition pursuant to the provisions of the Act. Similarly, the NGB is not required to offer an Athlete Agreement to any specific Athlete. USABS views the organization's marketing efforts as a partnership with the Athletes. The agreement enables the organization to enter into sponsor agreements, which help to fund the organization. If an Athlete chooses not to sign the Athlete Agreement, the Athlete will not be bound by the terms of the agreement and will be responsible for costs associated with participating in competitions as outlined in Section 6.

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

Agreement

Section 1. Obligations

A. USABS Obligations

1. In carrying out its duties and activities under this Agreement, USABS shall be respectful of, and shall use reasonable efforts to avoid interfering with, Athlete's training and competition schedules.

2. USABS will pursue funding to increase support for USABS Athletes, programs, and equipment through corporate partnerships and sponsorships.

3. USABS will use reasonable efforts to provide the Athlete with available opportunities with USABS sponsors, such as appearances and individual sponsorship agreements.

4. In no event will USABS use or authorize the use of Athlete's name, image, likeness, voice and biographical information for the purpose of commercial 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.

5. USABS shall not prevent an Athlete from hiring or retaining an agent.

B. Athlete Obligations

1. The Athlete is and shall remain a member in good standing with USABS throughout the term. Athlete shall remain eligible to compete in international competition for the USA.

2. The Athlete agrees to participate in media sessions, including photo and video shoots, as reasonably requested by USABS to promote themselves, the sports of bobsled and skeleton, upcoming competitions, and USABS.

3. The Athlete agrees not to make, or allow others to make, any unauthorized photographic, video, film or other pictorial, artistic or graphic reproduction of USABS owned equipment or USABS-approved uniforms without prior written consent from USABS, except for non-commercial use on Athlete's website, Athlete's social media, personal use by the Athlete, or his/her immediate family.

4. The Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information ("Athlete Attributes") otherwise recorded, in any media, by the USABS' official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by USABS, under the conditions specified by USABS ("Content") at USABS, IBSF, USOPC and IOC sanctioned programs and during USABS delegation events.

5. The Athlete will conduct himself/herself (i) in a way that does not damage or diminish in any way USABS's public image or goodwill, and (ii) with due regard to public conventions and morals. Nothing in this paragraph will prevent the Athlete from engaging in social protests in accordance with the applicable rules of the IOC, USOPC, USABS or the IBSF.

6. Athlete grants to USABS the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the the Athlete Attributes in Content for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the World Cup, World Championships or Olympic Team, and (4) promotion of the sports of bobsled and skeleton provided that, in no event may USABS use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of or direct association with any company, product, or service, without Athlete's express written permission.

Section 2. USABS-Sanctioned and USABS-Produced Competitive Events

The Athlete acknowledges that USABS has the exclusive right to event-related marketing at all USABS-sanctioned and USABS-produced competitive events, including USABS issued start numbers, which may include the name and logo of one or more USABS sponsors.

Section 3. Promotional Appearances

A. The Athlete agrees to participate in USABS-sponsored events including, but not limited to media events, promotional appearances, interviews and events that serve to enhance the public

recognition of the Athlete, the sport, or USABS. The Athlete may be asked to participate in optional sponsor appearances, for which USABS will use commercially reasonable efforts to secure appearance fees. Notwithstanding either of the above sentences, the Athlete shall not be obligated to attend or participate in any USABS sponsor appearances, though the Athlete is encouraged to support and attend sponsor appearances.

B. The Athlete agrees to make reasonable efforts to participate in USABS charity events.

C. Participation in USABS-sponsored events does not entitle payment to the Athlete, but if applicable, travel and lodging expenses will be provided. USABS will be sensitive to the Athlete's training schedule.

D. Unless specifically agreed to by USABS, should an Athlete do a sponsor promotion through or for USABS, the Athlete will wear only USABS-provided and approved uniforms, or

1. If USABS has not provided uniforms, the Athlete may wear clothing with the sponsor's logo.

2. If the sponsor has not provided uniforms, the Athlete will wear clothing without logos.

However, an Athlete shall not be required to wear USABS-provided and approved uniforms for sponsor promotions not done for or through USABS.

Section 4. Compensation

Only Athletes who sign the Athlete Marketing Agreement are eligible for USABS sponsor support, VIK or bonuses (Attachment A).

A. The Athlete understands that he/she qualifies for any sponsor bonus based on results in World Cup, World Championship and Olympics competitions if and only if the Athlete is wearing the USABS apparel sponsor speedsuit or has the USABS apparel sponsor on the speedsuit with no competitive logos visible.

B. The Athlete shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USABS shall have no responsibility for any taxes or withholdings on amounts paid to the Athlete.

Section 5. Term and Termination

A. The terms of this agreement shall start upon signing of this and other forms by the Athlete. The agreement shall terminate on October 31, 2027.

B. USABS shall have the right to terminate this agreement if the Athlete defaults by not complying with the terms, conditions, agreements, undertakings, obligations and/or responsibilities contained in this agreement. The Athlete is considered in default within seven (7) days following the receipt of a written notice from USABS if the Athlete has not cured the breach of contract. If the Athlete violates the agreement as determined by the Chief Executive Officer, or chooses not to sign the agreement, the Athlete will not be eligible for USABS support or benefits described in this agreement and USABS reserves the right to refuse the Athlete the right of use of USABS benefits, including:

1. USABS equipment and maintenance
2. Product and services provided by sponsors and/or suppliers

3. Air and land shipping fees
4. Storage fees
5. USABS sponsor-related incentives
6. Travel fees, including housing, air and ground transportation, meals, etc.

If the Athlete violates this agreement, the Athlete may be required to refund USABS up to the full amount of any sponsor-related benefits paid to or on behalf of the Athlete during the term of this agreement. Additionally, violations of this agreement may result in fines commensurate with the material impact of the violation(s) on USABS, as determined by USABS.

C. The Athlete shall have the right to terminate this agreement if USABS defaults on any of its obligations stated in this agreement. USABS is considered in default seven (7) days following the receipt of a written notice from the Athlete if USABS has not cured the breach of contract.

Attachment A

1. Under Armour Bonuses

Under Armour will pay USABS bonuses based on certain Team performances in World Cup and Olympic competitions. Bonuses will be paid only if the Team member(s) compete in the applicable event(s) in speed suits, with the Under Armour/USABS design, and helmets (bobsled helmets must include Under Armour decal) with Under Armour logos clearly visible and in accordance with the USABS Athlete Handbook. USABS shall be responsible for allocating and paying bonuses to Team members. Such bonuses shall be due at the conclusion of the World Cup/Olympic season.

A. **ISBF SEASON ENDING RANKING**

Non-Olympic Games Year	Per Team Member
3rd	$1,000
2nd	$1,500
1st	$3,000

Olympic Games Year	Per Team Member
3rd	$300
2nd	$650
1st	$1,500

B. **MEDAL BONUSES**

Olympic Games	Per Team Member
Gold	$15,000
Silver	$10,000
Bronze	$ 5,000

World Championships-Non-Olympic Games Years Only

	Per Team Member
Gold	$ 4, 000
Silver	$ 2, 000
Bronze	$ 1, 000

*World Cup Events-Non-Olympic Games Years Only

	Per Team Member
Gold	$750
Silver	$300
Bronze	$150

*The total maximum World Cup Event Medal bonus per Contract Year is $6,000 per Team member.

For the avoidance of any doubt, all bonuses set forth above are per individual, not per Team, and such bonuses shall be divided among the medal winning individuals by USABS.

C. **Maximum Bonus**. Notwithstanding anything to the contrary in this Agreement, Under Armour's maximum financial obligation in conjunction with the bonuses set forth is as follows:

Contract Year #1	N/A
Contract Year #2	$50,000
Contract Year #3	$50,000
Contract Year #4	$90,000
Contract Year #5	$45,000

2. Under Armour VIP Accounts

Athletes who are selected for the World Cup, World Championships or Olympic Games teams or meet the criteria for National Team Phase 1 or Phase 2 as part of the Bobsled Athlete Progression Pathway (BAPP) or the Skeleton Athlete Progression Pathway (SAPP) will be eligible to receive a VIP account which provides them 50% off most items from the Under Armour website. The list of eligible athletes will be updated on an annual basis.

3. USABS Sponsor Value in Kind (VIK)

Throughout the year, USABS sponsors will provide VIK in the form of products and/or services. A current list of USABS Sponsors and Partners can be found here, https://www.usabs.com/our-partners.

USABS ATHLETE MARKETING AGREEMENT

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement to be effective October 2026 through October 2027.

ATHLETE

_____

Print Name

_____

Athlete Signature Date

_____

Signature of Parent/Guardian if Athlete is under 18 Date