



USA Pentathlon Multisport Team USA Elite Athlete Agreement

Effective: December 2022

TERM

This Agreement shall commence on the date executed by Athlete and shall expire December 31st of the calendar year in which it's as executed (the "Term").

Membership on Team USA. Selection as a member of Team USA, and continued participation as a Team USA member, is governed by USAPM Athlete Selection and published on the USAPM website, usapentathlon.org ("Selection Procedures"). Selection as a member of Team USA does not guarantee selection for other Teams or participation in other USAPM sanctioned events or programs.

ATHLETE GRIEVANCE PROCEDURES

Athlete grievance procedures are provided for in the USA Pentathlon Multisport Bylaws, Selection Procedures, and Grievance Policies. Nothing in this Agreement shall be deemed as affecting any rights Athlete may have under such provisions.

BENEFITS PROVIDED TO TEAM USA ELITE ATHLETES

Elite Team USA athletes are those athletes selected to represent the United States in elite UIPM Senior World Cup and World Championship competitions. Extensive benefits and eligibility criteria to obtain them are listed under the 2023 Statement of Athlete Benefits at the end of this agreement in Appendix A

ATHLETE DUTIES/ RESPONSIBILITIES

Participation at Official Events. As a Team member, Athlete is expected to participate in certain training, competition and related events and designated as mandatory by USAPM (an "Official Event"). Athlete is expected to attend and use their best efforts to participate fully in any Official

Event. Athlete agrees to provide written, email or text notice to the USAPM National Team Head Coach and the USAPM Deputy Director as soon as possible when

Athlete suffers or discovers any injury, condition, scheduling conflict, event or occurrence, including but not limited to any medical or health condition, which might prevent, hinder, impede or otherwise affect Athlete's full participation in any Official Event. Any such injury or health condition must be verified by a USAPM approved physician. It is the responsibility of the Athlete to obtain such verification. Athlete will not be allowed to participate unless the USAPM approved physician states in writing that such participation is allowable given the condition of the Athlete. If such injury or health condition will prevent Athlete's full participation in an Official Event, Athlete must request a waiver excusing their attendance or participation at an Official Event in accordance with the procedure for such requests set out in the Selection Procedures.

USAPM Sponsor use of Player Attributes [This shaded paragraph is optional]. By signing where indicated below this paragraph, Athlete grants to USAPM the right to use their Player Attributes for the purpose of allowing a USAPM sponsor, supplier or licensee ("USAPM Sponsor") to identify itself as a USAPM Sponsor in a manner approved by USAPM, so long as such use of Athlete's Player Attributes is only in conjunction with a reference to such sponsor's status as a sponsor, supplier or licensee of USAPM or the Team(s) and that USAPM exercise reasonable efforts to require that the sponsor ensure that its materials do not represent or imply that Athlete personally endorses any company, product or service unless such USAPM Sponsor has first obtained prior, written permission from Athlete to do so. Athlete agrees that the inclusion of their Player Attributes where the Player Attributes of at least two (2) other Team members are also featured shall not be regarded as a representation or implication that Athlete personally endorses any company, product or service featured in the materials. Provided, however, use of Athlete's Player Attributes by a USAPM Sponsor shall be subject only to approval by USAPM.

NOTE: Athlete is not required to sign this paragraph to enter into this Agreement or to participate as a Team member.

Signature of Athlete or Parent / Guardian if under 18

Adherence to Code of Conduct and Terms of this Agreement. Athlete agrees to abide by the terms of this Agreement and the terms and conditions of USA Pentathlon Multisport Code of Conduct and found attached to each Team Selection Document.

AGREEMENT TO ANTI-DOPING RULES, PROCEDURES, TESTING AND BINDING ARBITRATION.

Athlete agrees that during the term of this Agreement, he/she will not take any substance or engage in any practice which IOC, PASO, WBSC, WADA, USADA or the USOPC has designated or hereafter may designate as a banned substance, prohibited method or an anti-doping rule violation. Athlete shall adhere to all anti-doping protocols, policies and procedures established by such organizations and/or any organization which has jurisdiction over the Team. Athlete understands and agrees that the WBSC Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by the IOC, PASO, WBSC, WADA, USADA or the USOPC apply to me and that it is my responsibility to comply with those rules. Athlete agrees to submit to drug testing at any time and understands that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject 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 the results management authority of the WBSC and/or my national federation, if applicable or referred by USADA.

ADVISORY: Before taking any medications, check the prohibited status at GlobalDRO.com. Also be sure to download the Supplement 411 app or visit Supplement411.org to learn how to recognize and reduce the risks related to supplement use. If you have any anti-doping questions, please don't hesitate to call Athlete Express at (866) 601-2632.

NAME, PICTURE, LIKENESS

Athlete agrees to be filmed and photographed at any event in which Athlete participates as a member of a Team by the official photographers of the USAPM or by any photographer approved or designated by the USAPM, and by any official photographers and network(s) of the International Olympic Committee, United States Olympic Committee and/or Union International Pentathlon Moderne, and/or the local organizing committee of any event. Athlete grants to USAPM the right to use their name, picture, likeness, image, voice and biographical information concerning their participation in any such event (collectively "Player Attributes") for the purpose of promoting the sport of pentathlon or USAPM; promoting USAPM sanctioned events; producing educational, historical or safety materials; raising funds for USAPM; or promoting a particular USAPM competition or event in which Athlete participates.

USAPM PROMOTIONAL APPEARANCES

Occasionally, the Athlete may be asked to make promotional appearances on behalf of USAPM for the purpose of promoting the sport of pentathlon or USAPM; promoting USAPM sanctioned events; producing educational, historical or safety materials; raising funds for

USAPM; or promoting a particular USAPM competition or event in which Athlete participates. Athlete is expected to make reasonable efforts to attend and participate in such appearances when requested.

USAPM SPONSOR PROMOTIONAL APPEARANCES

Occasionally, USAPM may ask Athlete to make a promotional appearance for or at the request of a USAPM sponsor, supplier or licensee ("USAPM Sponsor"). Athlete is not required to make such appearances.

MARKETING RIGHTS RETAINED BY ATHLETE

Athlete shall have the right to enter into agreements with third parties ("Athlete Sponsors") for the use of their individual Player Attributes; provided, however, Athlete hereby represents, warrants, covenants and agrees that they have not permitted and shall not permit any Athlete Sponsor to use the Athlete's Player Attributes in a manner which would:

- i. lead a reasonable person to conclude that such Athlete Sponsor is a sponsor or supplier of or endorsed by USAPM or the Team unless such Athlete Sponsor is also a USAPM Sponsor;
- ii. be inconsistent with or imposes restrictions on the rights granted to USAPM by the Athlete in connection with this Agreement; or
- iii. be inconsistent or interferes with the Athlete's ability to fulfill each of the obligations imposed on him/her by this Agreement.

EDUCATIONAL CONTENT

Athlete is not required to devote Athlete's time and attention to assisting USA Pentathlon Multisport with the creation of pentathlon instructional videos and may decline such requests. To the extent the Athlete does assist USAPM with the creation of such videos or content, such activities shall be governed by separate terms in a separate agreement between Athlete and USA Pentathlon Multisport.

LIMITATIONS OF USE

Athlete agrees that he/she will not use any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAPM or any of USAPM 'Sponsors in connection with the sale, advertisement, promotion, marketing, or distribution of any good, product or service without first obtaining the express, written permission from USAPM. Athlete further agrees that he/she will not knowingly permit the use by any third party of any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAPM or any of USAPM 'Sponsors in connection with the sale, advertisement,

promotion, marketing, or distribution of any good, product or service without first obtaining the express, written permission from USAPM. Athlete further agrees that he/she shall not make any endorsements or commercial appearances, sponsor any good, products or services, or use or consent to the use by any third party of any name, picture or likeness of Athlete in which he/she appears in or with any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAPM or any of USAPM 'Sponsors for the purpose of advertising, distributing, marketing, promoting or selling any good, product or service, unless Athlete has first received the express, written permission from USAPM. This paragraph shall specifically include a prohibition on conducting non USAPM clinics and/or engaging in other activities in which Athlete appears in a USAPM uniform or without the advance written permission of USAPM. The obligations of this section shall survive the expiration or termination of this Agreement.

ELIGIBILITY

Athlete understands and agrees that it is their sole responsibility to conform with any and all eligibility rules now or hereafter established or promulgated by the organizations which govern competitions in which Athlete may compete, including but not limited to eligibility rules established or promulgated, whether now in existence or hereafter adopted, by USAPM, the WBSC, the USOPC, the IOC, the Pan American Sports Organization, the National Collegiate Athletic Association, the National Association of Intercollegiate Athletics, and/or the National Federation of State High School Associations.

AGREEMENT TO BE BOUND BY SAFESPORT RULES

At all times while a member of the Team, Athlete shall comply with the education and training requirements of the US Center for SafeSport. At all times while a member of the Team, Athlete shall comply with any applicable mandatory reporting requirements of the US Center for SafeSport. At all times while a member of the Team, Athlete consents to and agrees to be bound by the jurisdiction and rules of the U.S. Center for SafeSport.

AGREEMENT TO CRIMINAL BACKGROUND CHECK (ADULT ATHLETES)

At all times while a member of the Team so long as Athlete is at least 18 years of age, Athlete consents to a criminal background check. Athlete shall comply with USA Softball policies and sign any necessary authorizations for the completion, from time to time, of a criminal background check.

AGREEMENT TO COMPLY WITH APPLICABLE LAW (ADULT ATHLETES)

If applicable, Athlete shall comply with any and all mandatory reporting obligations required by local, state or federal law. Athlete is advised that any observed suspicions or instances of 'child abuse' as that term is defined by federal law may be subject to

mandatory reporting obligations of federal law (34 U.S. Code § 20341), which would require mandatory reporting within 24 hours to an applicable State's Child Protective Services agency and/or the Federal Bureau of Investigation.

ATHLETE REPAYMENT OBLIGATION

In the event of a violation as described in the immediately following section concerning payments to Athlete, Athlete will be responsible to repay the USOPC for sums received by Athlete pursuant to the terms and requirements of this Agreement.

PAYMENTS, LIMITATIONS AND CONDITIONS

If applicable, a schedule of payments is attached as an "Attachment 3" to this Agreement, and any such payments shall be subject to the following limitations and conditions:

- a) In the event Athlete is determined ineligible as a result of any violation of the obligations of this Agreement, including any violation of any anti-doping or SafeSport requirements, then the Athlete shall not be entitled to receive any payments during the Athlete's period of ineligibility.
- b) In an instance where an Athlete Support payment is made after the occurrence of an antidoping violation, but prior to a final determination of the anti-doping rule violation, Athlete shall have a repayment obligation to the USOPC equal to the amount of the benefit received during such time period.
- c) In the event Athlete is determined to be ineligible as a result of a breach of Athlete's obligations (including any anti-doping obligations), then, at the conclusion of the ineligibility period, Athlete will be required to re-qualify for the Athlete Support Program.
- d) For any payment that is based upon a single competitive result (such as OpGold), if Athlete loses a competitive result or does not participate in an applicable competition as a result of an anti-doping violation, then Athlete will be ineligible to receive any such applicable payment.
- e) For any payment that is based upon a single competitive result (such as OpGold), in an instance where a payment is made to Athlete after the occurrence of an antidoping violation, but prior to a final determination of the anti-doping rule violation, Athlete shall have a repayment obligation to the USOC equal to the amount of the applicable payment(s) for such time period and such competitive event(s).

RELATIONSHIP BETWEEN THE PARTIES

Athlete is acting as an independent contractor unrelated to USAPM or any of its subsidiary or affiliated companies; and nothing in this Agreement is intended to create a relationship,

express or implied, of employer-employee or principal-agent between USAPM and Athlete. Athlete has made a significant investment in time and money in developing the necessary skill and training to perform their responsibilities under this Agreement. Athlete acknowledges that as an independent contractor they are not entitled to participate in or request any benefits from USAPM or any of its subsidiary or affiliated companies other than the benefits expressly set forth in this Agreement. Athlete expressly acknowledges and agrees that they will not be treated, and will not seek to be treated, as an employee of the USAPM or any of its subsidiary or affiliated companies for any purposes. Athlete shall not have nor represent their self as having any authority to make contracts in the name of or binding on USAPM or to pledge USAPM 'credit or extend credit in the name of USAPM or to license or consent to the use of properties owned by USAPM. Athlete shall be solely responsible for all taxes for any payments, benefits or income received in connection with or relating to Athlete's performance under this Agreement, and Athlete shall defend and indemnify USAPM from and against any liability, loss or expense arising from any such taxes. Athlete, as an independent contractor, is not entitled to benefits under USAPM 'workers ' compensation insurance coverage.

OUTSIDE EMPLOYMENT

Athlete shall not be restricted from engaging in any employment or services with other entities so long as such does not adversely affect Athlete's responsibilities under this Agreement or otherwise presents a conflict of interest as determined by USAPM 'staff. In the event Athlete disagrees with USAPM 'initial determination, Athlete may submit the issue for review and determination by USAPM 'Judicial Committee.

ACKNOWLEDGEMENT OF RISK

Athlete hereby expressly acknowledges and understands there are several risks incidental to participation in the sport of pentathlon and all of its disciplines which may result in serious bodily injury and possibly death. With full knowledge and awareness of these risks, Athlete hereby voluntarily agrees to participate in each of the Official Events held or conducted during the term of this Agreement as may be requested by USAPM.

WAIVER

No action, omission or oral statement by either party shall be construed as a waiver of any term or provision of this Agreement unless such waiver is evidenced in a writing signed by the party to be charged with such waiver. A waiver by any party of a breach of any provision of this Agreement, as evidenced by a writing in the manner set forth in the immediately preceding sentence, shall not operate as or be construed to be a waiver of any other breach of this Agreement. Failure by any party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive

such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

SURVIVAL OF OBLIGATIONS

Notwithstanding the Term of this Agreement, all of the following obligations contained in the following sections within in this Agreement shall survive the expiration or termination of this Agreement, and shall be continuing after the Term of this Agreement: *Name, Picture, Likeness; USAPM Sponsor use of Athlete Attributes;*

LIMITATIONS ON USE.; Eligibility; Agreement to Testing, Protocols and Binding Arbitration; ACKNOWLEDGMENT OF RISK; CONTROLLING LAW; and COSTS AND ATTORNEYS 'FEES.

ASSIGNMENT AND DELEGATION

Neither party may assign any of the benefits derived from this Agreement nor delegate any of the responsibilities or obligations arising under this Agreement and any such assignment or delegation or attempt to do so shall be null and void.

CONTRACT AMENDMENT

This Agreement may be amended or superseded only by an instrument in writing signed by both parties to this Agreement.

CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of Colorado, excluding any choice of law rules which may direct the application of laws of any other jurisdiction.

COSTS AND ATTORNEYS 'FEES

In the event that an action or suit is brought in any court of law to determine rights or obligations or damages under this Agreement, or any arbitration proceeding occurs, the parties agree that the prevailing party shall, to the extent allowable under applicable law, be entitled to reimbursement from the non-prevailing party of all reasonable costs and attorneys' fees incurred by the prevailing party in such action, suit or arbitration proceeding.

ELECTRONIC SIGNATURES; LEGALLY BINDING EFFECT

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile, PDF, scanned item, electronic signature (including “s/ name” signature), or other reproduction of this Agreement may be signed or executed by one or more of the parties, and a signed or executed copy of this Agreement may be delivered by one or more of the parties by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the party can be seen, and such signature (including electronic signature) and delivery shall be considered valid, legally binding and effective for all purposes.

If you agree to abide by the terms outlined above and contained in any Attachments hereto, please sign and date this letter where indicated below and return it to me.

Should you have any questions about the issues raised herein, please do not hesitate to call me to discuss. Additionally, if the Athlete has any questions about his/her rights and responsibilities under this agreement, the Athlete may contact the USOC Athlete Ombudsman at 719-866-5000 or ombudsman@usathlete.org.

Athlete may also refer to the USOPC Policy Regarding NGB Athlete Agreements by [clicking here](#).

USA Pentathlon Multisport
One Olympic Plaza
Colorado Springs, CO 80909

USA Pentathlon Multisport Athlete Agreement

“Athlete”

“Parent/Guardian Signature is needed if Athlete is under the age of 18”

ATHLETE NAME

Print your name

PARENT/GUARDIAN NAME

Print your name

ATHLETE SIGNATURE

Signature

PARENT/ GUARDIAN SIGNATURE

Signature

DATE

Print the date

DATE

Print the date