

USA TAEKWONDO 2025 JUNIOR PAN AMERICAN GAMES ATHLETE AGREEMENT

THIS ATHLETE AGREEMENT, effective as of January 1, 2025 (the "Effective Date"), is by and between USA Taekwondo, a Colorado nonprofit corporation having its principal office at 1 Olympic Plaza; Colorado Springs, Colorado 80909, and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and USA Taekwondo may be collectively referred to herein as the "Parties" and each individually as a "Party."

Recitals

- 1. USA Taekwondo is the national governing body for the sport of taekwondo in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USA Taekwondo is responsible for developing elite athletes with the goal of winning medals in the Olympic Games and other international competitions. As part of that mission, USA Taekwondo has developed an Athlete Agreement program to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.
- 2. I, the Athlete, desire to be a member of USA Taekwondo and participate in the Athlete Agreement and the terms and conditions set for herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the Parties agree as follows:



USA Taekwondo - High Performance 9319 Robert D Snyder RD, Ste 410 Charlotte, NC, 28223



Agreement

I. Obligations of the Athlete

Athlete agrees to perform the following duties and obligations:

- 1. <u>NGB Membership and Eligibility.</u> Athlete is and shall remain a member in good standing with USA Taekwondo throughout the term of this Agreement. Athlete shall remain eligible to compete in international competition for the USA.
- 2. <u>Ambassador of the Sport.</u> Athlete shall be a representative of USA Taekwondo and conduct herself/himself in a manner which upholds the name, reputation and goodwill of USA Taekwondo as the National Governing Body for the sport of Taekwondo in the United States. Sportsmanlike conduct includes but is not limited to demonstrating respect for opponents, competition officials, employees, the public: demonstrating respect for facilities, privileges and operation procedures; the use of courtesy and good manners; acting responsibly and maturely; refraining from the use of profane or abusive language; and abstinence from illegal and banned drugs. Athlete conduct must not reflect poorly upon or bring discredit to USA Taekwondo, its athletes, its coaches or its events and programs.
 - Athlete conduct extends beyond actions on the field of play, including but not limited to actions/posting/images disseminated in public domain.
 - Any public communication by Athlete via the Internet or via social media must be appropriate as a member of USA Taekwondo.
 - The Athlete's responsibility to conduct himself/herself appropriately under this Agreement is broader than the Athlete's obligation to satisfy the USA Taekwondo Code of Conduct, and Athlete recognizes and acknowledges that conduct that is inappropriate under this Agreement may not necessarily constitute a violation of the Code of Conduct.
- **3.** <u>Code of Conduct.</u> Athlete shall sign and abide by USA Taekwondo Code of Conduct attached as Addendum A. The Code of Conduct is incorporated into this Athlete Agreement.
- 4. <u>Administrative Deadlines.</u> Athlete shall comply with any and all applicable deadlines established by USA Taekwondo or USOPC. Failure to submit athlete's physical, EKG, and other required medical documents to USATKD by the deadline will result in Athlete not receiving any funding, apparel, medical, or other support from USATKD.

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- 5. <u>Training.</u> Unless otherwise agreed by USA Taekwondo in writing, Athlete shall train for peak performances at key national and international events held during the Term. This includes participating in all organized activities and required agendas, including camps, to which the Athlete is assigned.
- 6. <u>Competition.</u> Athlete shall perform to the best of her/his ability when participating in national and international competitions which Athlete is assigned by USA Taekwondo and shall participate for the full duration of the event. Unless excused in writing by USA Taekwondo, Athlete shall attend all national team events.
- 7. <u>Commitment to Train for and participate in 2025 Events.</u> Athlete commits to USA Taekwondo that it is his/her intention to train for peak performance at the 2025 Junior Pan American Games and agrees to work with the USATKD selected coaching staff.
- 8. <u>Travel.</u> Athlete shall have a valid, current passport, and keep the most recent copy uploaded to WT GMS Simply Compete and share with the High-Performance Department. Athlete shall also maintain current passport style photos for use by USA Taekwondo in applying for visas. Athlete agrees to meet all travel schedules set by USA Taekwondo and understands that changes may only be made with approval from USA Taekwondo. Athlete is financially responsible for any additional expenses resulting from changes made by Athlete to travel arrangements. Athlete will also be financially responsible for airline, hotel, and other expense activity which Athlete has agreed to attend, but subsequently does not attend, unless formally excused by USA Taekwondo.
- **9.** <u>**Team Policies.**</u> The following guidelines are to be strictly adhered to by Athlete during all competitions, training camps, USATKD U.S. Performance Center programs, seminars, or other USA Taekwondo designated activities and functions. In the event Athlete violates any team rules set out below, USATKD may, in its sole discretion, dismiss Athlete from the team, revoke the Athlete's credentials, and/or terminate or receive any financial support Athlete would otherwise be entitled to receive.
 - Athlete is subject to a 10:00 P.M. curfew, unless changed by National Team Staff
 - Communication between staff and athletes must only occur via methods approved by USA Taekwondo
 - Athletes must arrive on time to training unless approved by USA Taekwondo Staff members in advance
 - Absolutely no alcohol is permitted

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- Absolutely no performance-enhancing drugs or stimulants or recreational drugs are permitted
- Hazing and/or sexual harassment of any nature are not permitted in any form or fashion
- Neither family, friends, personal coaches nor other visitors are permitted to linger on the team floor or be in team members' room or the competition areas
- Only national team coaches, staff, and athletes are permitted at team meetings, team meals, and training sessions
- If team members wish to spend any team designated free time with family or friends, they need to seek approval from the Head of Team or National Team Coach, as meals, transportation and other activities may have already been planned and paid for
- Athletes shall sleep in the room assigned to them by National Team Staff
- Athletes are not permitted in teammates' hotel or dorm rooms of the opposite gender
- Only national team coaches, staff, or other national team members shall be permitted to warm up athletes during competitions.
- 10. <u>Injuries</u>. Athlete shall promptly notify USA Taekwondo in writing of any injury that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including, without limitation, notifying USATKD of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within forty-eight hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services. Upon such notice, and/or at USATKD's request, Athlete shall execute and deliver to USA Taekwondo such forms as are required to evidence Athlete's condition and medical attention and/or health care services received by Athlete.
- 11. <u>Medical.</u> Should an athlete be injured, the athlete may be required to report to the United Stated Olympic Training Center to undergo a thorough examination by a USOPC or USA Taekwondo medical doctor to determine if the athlete has medical reasons to forego any planned National Team event in which Athlete has been selected to compete. Athlete shall comply with the full rehabilitation process as prescribed by USATKD, USOPC, or other agreed upon rehabilitation services.

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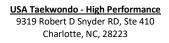
II.

- 1. <u>Anti-Doping.</u> Athlete pledges to not use any chemicals, drugs, or other banned substances and shall comply with all anti-doping policies, procedures, and protocols of the International Olympic Committee (IOC), World Taekwondo Federation (WTF), World Anti-Doping Agency (WADA) and United States Olympic and Paralympic Committee (USOPC).
- 2. <u>Hazardous Activities</u>. Athlete acknowledges and agrees that Athlete's participation in other sports or hazardous activities may impair or destroy Athlete's ability and skill as a Taekwondo athlete. Accordingly, Athlete agrees that Athlete will not engage in sports or activities which could endanger Athlete's health or safety (including, but no limited to, boxing, wrestling, motorcycling, moped riding, auto racing, sky diving, bungee jumping, water or snow skiing, snowboarding, water skiing and hang gliding); except with the prior written consent of USATKD. Nothing contained herein, however, shall be intended to require Athlete to obtain the written consent of USATKD in order to enable Athlete to participate in, as an amateur, the sport of golf, tennis, handball, swimming, hiking, softball, or other "recreational" activities.
- 3. <u>NCAA Eligibility.</u> If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement, and agent responsibilities.
- 4. <u>Use of Image.</u> Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice, and biographical information otherwise recorded, in any media, by the USA Taekwondo's official photographer(s), film crew(s), and video crew(s), and by any other entity authorized by the USA Taekwondo, under the conditions specified by the USA Taekwondo (the "Footage"). Athlete grants to USA Taekwondo 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 national team, and competition(s) in which Athlete compete, (3) promotion of the national team, and (4) promotion the sport of Taekwondo sue or authorize the commercial use of the footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.
- 5. Promoting of the Team



- a. <u>*Participation in Media Sessions*</u>. Athletes agree to participate in media sessions including photo shoots, as reasonably requested by USA Taekwondo, to promote a competition in which Athlete is participating.
- b. <u>Appearances for USA Taekwondo.</u> Athlete agrees to make two (2) personal noncommercial appearances for USA Taekwondo without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation, or competitions.
- c. <u>Autographed items</u>. Athlete shall autograph up to 25 non-sponsor branded items, provided by USA Taekwondo at its expense, which USA Taekwondo may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.
- d. <u>Promotional Efforts.</u> Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote USA Taekwondo collaboratively and in good faith. With respect to Facebook, Twitter, and other social media applications that may develop, Athlete agrees to list USA Taekwondo as a friend and to include the USA Taekwondo logo in appropriate places.

6. <u>Athlete Personal Sponsors.</u> Athlete may not use or authorize the use of the USA Taekwondo's intellectual property, including use of photographs, films, or videos of Athlete in USA Taekwondo apparel or equipment, or the marks and logos of the USA Taekwondo, or terms containing national team without the express written permission of USA Taekwondo.







- 7. <u>Team Apparel.</u> Athlete will wear designated USA Taekwondo apparel at all official Team functions and events, and will not conceal or cover-up any USA Taekwondo sponsor, supplier, or licensee brand or other identification appearing on USA Taekwondo apparel. Team apparel issued by USA Taekwondo may not be sold or traded until after new apparel is issued or the Athlete's term with USA Taekwondo has expired and will not be renewed. No other logos are permitted on Team Uniform: Athlete is not permitted to add to the official National Team uniform any trade name, trademark, name, logo, or any other identification of any person, company, or business unless expressly provided for in this Agreement or a written waiver. Designated National Team apparel is mandatory during competition days, and all official training sessions.
- III. Obligations of USA Taekwondo

USA Taekwondo agrees to perform the following duties and obligations:

- 1. <u>**Respect for Athlete's Training**</u>. In carrying out its duties and activities under this Agreement, USA Taekwondo shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
- 2. <u>Use of Image.</u> In no event will USA Taekwondo use or authorize the use of Athlete's name, picture, likeness, voice, and biographical information for the purpose of 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.
- 3. <u>NGB Support Staff.</u> USA Taekwondo, through its office staff, shall be available to Athlete to coordinate all NGB/Athlete activities, including programs of the USOPC and its training centers.
- 4. <u>Compensation</u>. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOPC, USA Taekwondo shall submit to the USOPC the required documentation for the Athlete to receive the compensation for which Athlete qualifies.
- 5. <u>Agents.</u> USA Taekwondo shall not prevent Athlete from hiring or retaining an agent.
- 6. <u>USA Taekwondo Sponsors.</u> Athlete is strongly encouraged, but not required, to support or sign with USA Taekwondo sponsors.
- Corporate Sponsor Networking Events. USA Taekwondo shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

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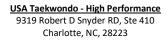
- 8. <u>Athlete's Personal Endorsements.</u> USA Taekwondo shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give USA Taekwondo right of first refusal for any of USA Taekwondo's sponsors regarding a personal contract with individual Athlete.
- 9. <u>Team Apparel.</u> If and when Athlete is invited or assigned by USA Taekwondo to participate in national or international competitions or activities USA Taekwondo will provide Athlete with Team apparel if possible. Designated National Team Apparel is mandatory during competitions, media, and official training sessions.
- 10. <u>Personal Performance Gear.</u> USA Taekwondo will not prevent athlete from using personal performance gear, as defined by the USOPC, of his/her choice in competitions and training. Further, USA Taekwondo shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant IOC or World Taekwondo Federation rules regarding size and placement.
- **IV.** Additional Terms of Agreement
 - 1. <u>Term.</u> This Agreement must be signed in its original state and shall commence as of the Effective Date and shall continue through and include December 31, 2025, unless earlier terminated as set forth in Section III., 4.
 - 2. <u>Suspension or Dismissal.</u> Failure to comply with any of the contract provisions may lead to disciplinary action against Athlete as solely determined by Team Management, i.e., coaches, medical and administrator. This is not a system of progressive discipline. Nothing herein shall require USA Taekwondo to impose any one of the penalties prior to the institution of a more severe penalty. USA Taekwondo, in its sole discretion, shall select the penalty appropriate to the particular violation of the contract. Any action taken shall be applied fairly and equitably to all.
 - a. <u>Notices.</u> Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth. Athletes are required to keep USA Taekwondo updated on any change of address throughout the year.
 - b. *Force Majeure*. If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the

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failure to deliver the corresponding benefits and privileges.

- c. <u>Entire Agreement</u>. This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understanding, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understanding are hereby revoked.
- d. <u>*Waiver*</u>. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.
- e. <u>Severability</u>. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.
- f. <u>Governing Law.</u> The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Colorado.







The signatures of the parties below indicate their willingness to be bound by the terms of this Agreement.

ATHLETE:		
Signature of Athlete		Date
Printed Name of Athle	te	
Athlete DOB	Address	
City	State	Zip
PARENT/GUARDIAN CI	ERTIFICATION (Athletes unde	r the Age of 18 as of Effective Date):
Signature of Parent or Guardian		Date
Printed Name of Parer	nt or Guardian	
Relationship to Athlete	e	
USA Taekwondo:		
Ву:		Date

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