

## **2023 National Team Funding and Support Agreement**

This Agreement is entered into between USA Gymnastics ("USA Gymnastics"), a Texas not-for-profit corporation, designated by the United States Olympic and Paralympic Committee (the "USOPC") as the national governing body for the sport of gymnastics in the United States, and \_\_\_\_\_ (referred to as "Athlete" ), an athlete member of USA Gymnastics who has been selected to the USA Gymnastics National Team (the "Team").

### **Recitals**

1. To meet its obligation as the national governing body for the sport of gymnastics (including fielding teams to represent the United States in international competition), USA Gymnastics selects, trains and funds the Team. As part of that process, USA Gymnastics desires to provide to Athlete as a member of the Team, various forms of support designed to assist Athlete in their training and competitive efforts.
2. Athlete is a member in good standing of USA Gymnastics whose performance(s) in USA Gymnastics competition(s) or designated selection event(s) qualifies them for the Team, and Athlete desires to be a member of the Team. As a member of the Team, Athlete is willing to devote their best efforts to use the support provided by USA Gymnastics to develop their full potential as a gymnast.

Now, therefore, USA Gymnastics and Athlete agree as follows.

### **I. Athlete's Obligations**

In consideration for the support provided by USA Gymnastics to Athlete as a member of the Team, Athlete agrees to be bound by each of the following:

1. General Responsibilities. Athlete recognizes that as a member of the Team, Athlete is serving as a representative of the thousands of gymnasts participating in gymnastics throughout the United States who are members of USA Gymnastics, and Athlete agrees to conduct themselves in a manner that upholds the name, reputation, and goodwill of USA Gymnastics. Athlete agrees to comply at all times with USA Gymnastics' policies and requirements, including without limitation the Safe Sport Policy and Code of Ethical Conduct, to the extent that those policies and requirements are not inconsistent with or superseded by the standards established by the Ted Stevens Olympic and Amateur Sports Act or the policies of the USOPC.
2. Training. Athlete will participate in all organized training activities, including camps, to which they are assigned. Recognizing the critically important role preparation plays in achieving their fullest potential, and that of the Team, Athlete agrees to participate in all training activities required by USA Gymnastics unless Athlete is excused by the head of delegation, high performance staff, program director or medical staff.

3. Competition. Recognizing the critically important role played by USA Gymnastics' events in generating the funds necessary to support the Team, Athlete agrees to use their best efforts to participate in those national or international competitions and exhibitions to which they are invited or assigned by USA Gymnastics. Notwithstanding the foregoing, Athlete will not be obligated to participate in any competition or event if Athlete is not medically fit to do so, or if such participation would create a risk of injury based on an existing condition. Further, USA Gymnastics will consult with Athlete before determining the competitions to which Athlete will be assigned.

When Athlete accepts an invitation to compete in an event as a member of the Team, Athlete will make every effort to perform to the best of their ability. Athlete will participate for the full duration of the event unless Athlete is excused by the head of delegation, high performance staff, medical staff, or program director. Athlete further acknowledges that Athlete understands that Athlete's participation in gymnastics competitions, exhibitions, and/or events that are not sanctioned by USA Gymnastics or the International Gymnastics Federation (the "FIG") may jeopardize Athlete's eligibility to participate in competitions sanctioned by the FIG.

4. Other Team Selection. During the term of this Agreement, Athlete recognizes that Athlete may have the opportunity to qualify for teams selected by USA Gymnastics in which to compete such as the World Championships and Pan American Games. Athlete acknowledges that these teams are selected in accordance with written selection procedures, which will be available on the USA Gymnastics website and provided to Athlete as a member of the Team. Athlete further acknowledges Athlete's obligations to make themselves familiar with, and hereby agrees to be bound by, those selection procedures.
5. Banned Substances. Athlete agrees to not use any chemicals, drugs, or other banned substances, or violate policies and procedures established by the United States Anti-Doping Agency ("USADA"), the FIG, the International Olympic Committee ("IOC"), the USOPC, or the World Anti-Doping Agency ("WADA"). Athlete acknowledges that the list of banned substances, policies and procedures may change during the course of this Agreement and that Athlete has an obligation to stay informed about changes communicated to Athlete by any of the aforementioned organizations. Athlete further agrees to submit to periodic unannounced drug tests as required by WADA, USADA, the USOPC, IOC and/or the FIG. USADA website: [www.usantidoping.org](http://www.usantidoping.org).
6. Eligibility. Athlete will maintain their eligibility to compete in national and international gymnastics competitions under the eligibility rules established by USA Gymnastics or the FIG, respectively. Athlete understands, however, that the eligibility rules of USA Gymnastics or the FIG may not be consistent with the eligibility requirements of high school or collegiate athletic associations, and Athlete accepts full responsibility for keeping themselves informed about and, to the extent Athlete desires, in compliance with the eligibility requirements of those athletic associations.
7. General Media Release. Except as otherwise provided in this Agreement or in a separate commercial agreement between USA Gymnastics and Athlete, Athlete grants to USA Gymnastics the non-exclusive right to license, assign, sell, capture or otherwise use, in any medium or format whatsoever now existing or hereafter created, on any platform, without further consent from or any royalty, payment, or other compensation to Athlete in perpetuity, Athlete's name, image, likeness, voice, or performance as a member of the Team for the purpose of:

- a. Promoting the sport of gymnastics, Athlete's achievements as a gymnast, or the work of USA Gymnastics;
- b. Promotional and news-based coverage of USA Gymnastics events and activities for the web, TV, new media outlets and other forms of distribution;
- c. Promoting events sponsored or sanctioned by USA Gymnastics; provided, however, that unless Athlete grants approval, this right does not extend to events in which Athlete is not scheduled to participate or has not participated in in the past or events having a title or presenting sponsor that is a competitor of a company with which Athlete has an endorsement relationship, provided that Athlete has informed USA Gymnastics in writing the name of such company;
- d. Producing educational or safety materials;
- e. Producing television broadcasts, recordings, webcasts, other new media outlets, or other factual accounts of the performance of the Team and its members;
- f. Raising funds for USA Gymnastics through the sale of merchandise (including without limitation photographs, posters, and prints) featuring images of the Team or any images or collection of images featuring three (3) or more members of the Team or National Team members from any USA Gymnastics discipline; or
- g. Allowing a company to identify itself as a national sponsor, official supplier, or similar title of USA Gymnastics in advertising or promotions approved by USA Gymnastics, so long as such advertising or promotion incorporates a minimum of three (3) athletes of any discipline in an advertisement or promotion that is clearly team-themed and does not suggest that Athlete has a relationship with the sponsor and its products or services.

In any instance where USA Gymnastics raises funds through the sale of merchandise featuring Athlete's image pursuant to subsection 7(f) above, Athlete will be compensated under mutually agreed upon terms. Whenever requesting Athlete's participation in a promotional activity, USA Gymnastics will identify the financial terms (if any) associated with Athlete's participation therein and commits to ensure that all funds made available and identified by a sponsor to pay for athlete/coach appearances will be used only for that purpose.

8. Sponsors. This Agreement does not limit Athlete's ability to enter into a commercial relationship with a third party, including third parties who are competitors of USA Gymnastics' sponsors or suppliers. Athlete recognizes, however, the important role played by the sponsors of USA Gymnastics, USA Gymnastics events and the Team in helping to fund and promote the Team and Athlete's participation on the Team. Athlete understands that Athlete is not permitted to convey to their sponsors any rights associated with USA Gymnastics, USA Gymnastics intellectual property, or any rights associated with the Team. By way of example, Athlete is not permitted to wear Team apparel or refer to Athlete's membership on the Team in advertising and promotions conducted by sponsors who are not sponsors of USA Gymnastics. Athlete acknowledges that USA Gymnastics has provided herewith a list of USA Gymnastics' current sponsors and suppliers in Exhibit A attached to this agreement, which list is subject to change from time to time without notice. Athlete understands that Athlete may request an updated copy of Exhibit A at any time.

9. Promotion of the Team. Consistent with Athlete's training and competition schedule, Athlete will make a good-faith effort to participate in activities designed to teach gymnastics skills or promote the sport of gymnastics, the work of USA Gymnastics, the Team, and USA Gymnastics events. Such activities may include, but are not limited to, Team meetings, national and regional congresses, clinics, seminars, promotional appearances on behalf of USA Gymnastics events and programs, and sessions with members of the media.
10. Ambassador of the Sport. As a member of the Team, Athlete is a representative of USA Gymnastics and agrees to conduct themselves in a manner that upholds the good name, reputation, and goodwill of USA Gymnastics as the National Governing Body for the sport of gymnastics in the United States. As such, Athlete understands and agrees that Athlete's conduct must not reflect poorly upon or bring discredit to USA Gymnastics, its other athletes, its coaches or its events, sponsors, programs and partners. Athlete acknowledges and accepts that Athlete's compliance with social norms and commercial responsibilities hereunder are a material obligation of this agreement, and any departure therefrom may result in the termination of this agreement and could result in the unintended consequences of negatively impacting other members of the Team.
  - a. Athlete acknowledges and agrees that Athlete's conduct extends beyond actions on the field of play and includes but not limited to actions, words, posting, and images transmitted or disseminated in the public domain, including without limitation on social media platforms.
  - b. Athlete acknowledges and agrees that any public communications by Athlete via the Internet or via social media must be appropriate and measured as a member of the Team. Athlete agrees that Athlete will post information regarding Athlete's own personal experience(s), but not any personal, confidential, or medical information about Athlete's teammates or coaches. Athlete will not post information from events, training camps, and sessions except in accordance with applicable guidelines. In order to respect the privacy of others involved, Athlete will not post any information, announcements, or commentary regarding Team selection until after the official announcement is made by USA Gymnastics and/or other appropriate organizations.
  - c. Nothing in this Agreement prevents Athlete from speaking openly and honestly about Athlete's own experiences as a gymnast, and USA Gymnastics encourages Athlete to do so.
11. Appearance. Athlete acknowledges and accepts that Athlete's compliance with all guidelines for appearance is mandatory whenever appearing, attending camps, competing or traveling as a member of the Team. Athlete understands that those guidelines may also obligate Athlete to wear certain types of competition, training and leisure apparel and use or carry accessories and equipment provided by USA Gymnastics when appearing as a member of the Team, including opening, award and closing ceremonies of a competition, and at National Team camps. Athlete specifically acknowledges and accepts that Athlete's respect of and conformity with these guidelines is not optional; compliance with these guidelines is a material term of this agreement. Athlete hereby represents that Athlete understands and accepts that any departure from the guidelines could result in the termination of this agreement. Those guidelines do not, however, limit Athlete's ability to use the competition shoes/socks, grips and wrist supports or other medical braces of Athlete's choice.

12. Travel. Athlete represents that Athlete has, and will maintain, in their possession a valid and current passport. Athlete agrees that Athlete will notify USA Gymnastics of the passport number and place and date of issue. Athlete also agrees to maintain an adequate number of current passport-style and passport-sized photos for use by USA Gymnastics in the application process for visas and other required travel documentation. Athlete agrees to meet all travel schedules set for Athlete when traveling as a member of the Team and understands and accepts that Athlete may only change travel arrangements with the approval of USA Gymnastics. Athlete agrees to be personally responsible for any additional costs resulting from changes to the travel arrangements made for Athlete without the prior approval of USA Gymnastics.
13. Communication. Athlete and/or Athlete's representatives will maintain an open line of communication with USA Gymnastics and agrees to provide to USA Gymnastics and keep current specific contact details for all relevant persons. If the USOPC, the United States Olympic and Paralympic Properties (USOPP), The LA 2028 Olympic Organizing Committee (LA28) or any related organization contacts Athlete regarding commercial, promotional or content opportunities, Athlete and/or Athlete's representative hereby agrees to consult with and vet those opportunities with USA Gymnastics' Chief Operating Officer before entering into a commitment to avoid unintentional breach of Athlete's commitments under this agreement or misuse of USA Gymnastics intellectual property.
14. Retirement or Inability to Compete. Athlete will notify USA Gymnastics promptly if Athlete decides to retire from the Team, or if Athlete suffers any injury or illness which may prevent Athlete from fulfilling their responsibilities as a member of the Team. In the event of such injury or illness, Athlete agrees to submit to all reasonable requests for examination or evaluation by medical personnel approved by USA Gymnastics or an examining physician of Athlete's choice and at Athlete's cost provided that physician is verified by USA Gymnastics Medical Staff.
15. Waiver and Release. ATHLETE IS FULLY AWARE OF AND APPRECIATES THE RISKS, INCLUDING THE RISK OF CATASTROPHIC INJURY, PARALYSIS, AND EVEN DEATH AS WELL AS OTHER DAMAGES AND LOSSES, ASSOCIATED WITH PARTICIPATING IN GYMNASTICS. ATHLETE FURTHER ACKNOWLEDGES THAT ANY INJURIES ATHLETE SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF USA GYMNASTICS OR ITS AGENTS. ATHLETE FURTHER AGREES THAT USA GYMNASTICS, AND ITS SPONSORS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OCCURRING AS A RESULT OF ATHLETE'S PARTICIPATION IN GYMNASTICS, UNLESS THAT LOSS OR DAMAGE RESULTS DIRECTLY FROM THE WILLFUL OR WANTON CONDUCT OF THE RELEASED PARTIES. THIS WAIVER AND RELEASE IS IN ADDITION TO ANY WAIVER, RELEASE, OR OTHER AGREEMENT THAT ATHLETE AGREES TO, OR HAS AGREED TO, AS PART OF ATHLETE'S USA GYMNASTICS MEMBERSHIP.

## **II. USA Gymnastics' Obligations**

In consideration for Athlete's agreement to be bound by the terms and conditions of Article I of this Agreement, Athlete understands that USA Gymnastics agrees to do each of the following for Athlete:

1. Membership. USA Gymnastics will provide Athlete with a USA Gymnastics Team membership, including all insurance coverage and benefits associated with that membership as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

2. Training. USA Gymnastics' staff and/or clinicians will be reasonably available to work with Athlete and Athlete's coach to establish a training program designed to assist Athlete in their development as a gymnast. This will consist of the types and amounts of assistance as agreed upon by USA Gymnastics and Athlete's coach. In addition, USA Gymnastics will pay normal travel, lodging and meal expenses associated with Athlete's participation in USA Gymnastics training camps (if any) which Athlete is required to attend subject to the policy of relevant discipline.
3. Apparel, Accessories and Equipment. USA Gymnastics will provide Athlete with Team apparel, accessories and equipment if and when Athlete is invited or assigned by USA Gymnastics to participate in camps, national competitions or activities, or international competitions and exhibitions.
4. Funding. Athlete will be eligible to participate in (and, where appropriate, have Athlete's coach and club participate in) funding programs, as applicable to the relevant discipline.
5. Competition. USA Gymnastics will arrange for Athlete's participation in national competitions, international competitions, and exhibitions subject to the policy of the relevant discipline, the availability of funding, and in the discretion of USA Gymnastics.
6. Travel. USA Gymnastics will be responsible for all fully funded travel, meal and housing expenses directly associated with Athlete's participation in training camps, competitions, exhibitions, media events and promotional appearances, if any, where such participation is at the request of USA Gymnastics and as a member of the Team subject to the policy of the relevant discipline. Athlete has the right to decline to participate in self-funded or partially-funded activities.
7. Health Counseling and Referral. As part of its commitment to maintaining the health and well-being of the members of the Team, USA Gymnastics will have medical professionals reasonably available to assist the Team.
8. Representation. USA Gymnastics has established and provides funding to the USA Gymnastics Athletes' Council (the "Council"). The Council is charged under USA Gymnastics' Bylaws with soliciting athlete input on pending policies and decisions and communicating to USA Gymnastics the views of the athletes on those issues. As a member of the Team, Athlete is eligible to both serve on and elect representatives to the Council, provided that Athlete meets the eligibility requirements for service or voting.
9. Communication. USA Gymnastics will maintain an open line of communication with Athlete. In addition, USA Gymnastics will provide Athlete with copies of relevant selection procedures, information concerning Athlete's opportunities to participate in competitions or training and will forward all communications from the Council.
10. Public Relations. USA Gymnastics will help to publicize Athlete's participation as a member of the Team by creating a special biography and individual file photograph of Athlete for distribution to the media, via the website and social media outlets, and press information to various media outlets and types concerning Athlete's performance as a member of the Team.

### **III. Other Terms of the Agreement**

1. Term. This Agreement is effective from the date of the Athlete's/Parent's/Guardian's signature to the conclusion of the next re-ranking competition.
2. USOPC Compliance. This Agreement is intended to be consistent with the obligations and restrictions as outlined in the U.S. Olympic and Paralympic Committee's Policy regarding National Governing Body Commercial Agreements (the "USOPC Policy"), which is available at: <http://www.teamusa.org/Footer/Legal/Other-Documents.aspx> To the extent that this Agreement is inconsistent with the USOPC Policy, the USOPC Policy shall control.
3. Suspension or Dismissal from the Team. Athlete understands that any conduct by Athlete that violates the USA Gymnastics' Safe Sport Policy, the Code of Ethical Conduct, this Agreement, or any other applicable policies or requirements may result in a sanction determined by USA Gymnastics in its reasonable discretion (including, for example, withholding all or part of any support or assistance), up to and including suspension or dismissal from the Team and the termination of all benefits associated with my membership on the Team. To the extent required by the [Ted Stevens Act](#) and the USOPC's bylaws, USA Gymnastics will give Athlete fair notice and an opportunity for a hearing before declaring Athlete ineligible to participate in amateur athletic competition.
4. Relationship of Parties. USA Gymnastics and Athlete are independent contractors with respect to each other, and nothing in this Agreement shall create any agency, partnership, joint venture, or other form of joint enterprise, employment, legal representative or fiduciary relationship between the parties.
5. Amendment and Modification. This Agreement may not be amended or modified in any respect except in writing, signed by a duly authorized officer or agent of each party.
6. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
7. Governing Law and Exclusive Venue. This Agreement will be governed by and construed under the laws of the State of Indiana, without regard to its choice of law rules. The parties' consent to jurisdiction of the state and federal courts in state where USA Gymnastics' headquarters is located. Any claim arising out of this Agreement must be brought in a state or federal court with proper subject matter jurisdiction in the state where USA Gymnastics' headquarters is located. The parties waive all defenses or arguments that such courts are an inconvenient forum.