

UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE

Games Delegation Terms

2022 Beijing Olympic and
Paralympic Winter Games

August 27, 2021





USOPC GAMES DELEGATION TERMS

OVERVIEW

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”). The USOPC Olympic and Paralympic Games Rules for COVID-19 and Demonstrations, along with 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;¹
- 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

¹ 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 five 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](#)

[Hearing Procedures](#)

[Medical Review Process](#)

[Background Checks](#)

[General Release](#)

These Terms apply to all individuals regardless of whether or not accreditation is activated, or what type of accreditation a Delegation member received (either from the Games organizing committee or USOPC), and go into effect as soon as a Delegation member’s name is submitted to the USOPC and remain so until the earlier of the closing of the main Athletes’ Village or release from the Delegation.²

PLEASE NOTE:

- ★ **Criminal Record** – you have an ongoing obligation to disclose all information about any criminal record or pending charges you have to GamesGC@usopc.org and to your National Governing Body (“NGB”).
- ★ **Athlete Safety Proceedings** – you 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.

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 or 719-866-5000.

² Exceptions to this timeframe include any other USOPC/IOC/IPC/IF or external governing body’s rules or policies specify otherwise. For example, the USOPC Athlete Safety & Response jurisdictional parameters documented in Section 4 of the Conduct Requirements.



USOPC GAMES DELEGATION TERMS

DELEGATION CONDUCT REQUIREMENTS

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.

SECTION 2. APPLICABILITY

These Delegation Conduct Requirements go into effect as soon as your name is officially submitted to the USOPC³ and remain so until the earlier of closing of the Athletes' Village for the applicable Games or your release from the Delegation. They 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 the attached Enforcement and Hearing Procedures (if applicable).

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 passport⁴ that will not expire prior to six months following the Closing Ceremony of the Games;

³ With the exception of rules or policies as specified in the Overview section, including the USOPC Athlete Safety Response & Resolution jurisdictional parameters documented in Section 4.

⁴ All athlete Delegation members must have a U.S. passport; other Delegation members may have another country passport.



- comply with the USOPC Code of Conduct, as applicable;
- abide by all applicable laws where the Games are held;
- not engage in any conduct that is criminal under any laws applicable to you, including but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs or alcohol to others;
- have never 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 members or convictions as a minor which have been legally sealed), and you understand that such conviction, indictment or criminal charge may be cause for you not being selected; and if you have a conviction, indictment or criminal charge as of the date of my signing these terms you will immediately notify the USOPC at GamesGC@usoc.org;
- not participate or assist in any gambling or betting activities associated with the Games or any event related to them;
- adhere to applicable prevention of competition manipulation rules of the International Olympic Committee (“IOC”), International Paralympic Committee (“IPC”), Pan American Sports Organization (“PanAm Sports”), or other event organizer or sanctioning body, as applicable;
- 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), 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; if you have an anti-doping suspension or pending/unresolved anti-doping rule violation as of the date of your signing these Terms, you will immediately notify the USOPC at GamesGC@usopc.org;
- abide by the Center’s SafeSport Code (available at www.uscenterforsafesport.org);
- comply with the USOPC Athlete Safety Policy (available [here](#));
- 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 18⁵ 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 Response and Resolution procedures outlined in said Policy 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-validated card (“PVC”),⁶ 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;
- abide by the IOC Olympic Charter, IPC Handbook, Pan American Games Statutes, or other 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, as applicable;
- adhere to the COVID-19 mitigation measures as determined by Beijing 2022, IOC/IPC and the USOPC. The USOPC COVID-19 Mitigation Measures will be located at <https://www.teamusa.org/Coronavirus> and on the TeamUSA Delegation app when known and published. Please note they may be amended from time to time so you are responsible for reviewing and complying with the most up-to-date versions of these;

⁵ 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.

⁶ 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.



- obtain a COVID-19 vaccination in accordance with the USOPC’s requirements, which is consistent with current CDC guidelines and definitions, and submit documentation of such vaccination to the USOPC, unless an exemption from the vaccination requirement is approved by the USOPC⁷, as outlined and defined in the USOPC COVID-19 Delegation Rules for COVID-19 Mitigation Measures (found at <https://www.teamusa.org/Coronavirus> and on the Team USA Delegation app when known and published);
- comply with the IOC/IPC Beijing 2022 COVID-19 Playbooks when published and understand your participation may be denied for failure to follow the Playbooks, and that isolation and quarantine requirements may be imposed. When published, the playbooks will be found at <https://olympics.com/ioc>;
- comply with applicable Games host country governmental agency COVID-19 requirements and understand that failure to comply could result in deportation from the country;
- follow all immigration and entry requirements of the country where the Games are held;
- adhere to the USOPC Olympic and Paralympic Games Delegation Rules – Demonstrations as applicable (found at <https://www.teamusa.org/team-usa-athlete-services/racial-and-social-demonstrations> and on the Team USA Delegation app);
- be personally responsible for payment of all legal fees and expenses if you require personal legal representation;
- adhere to the IOC/IPC’s or any other entity with jurisdiction over the Games’ guidelines around social media and digital content usage, as applicable;
- 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 IOC Social and Digital Media Guidelines 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 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.

⁷ The USOPC will provide an easy-to-use tool to submit the documentation in advance of the required deadline for proof of vaccination.



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 found [here](#) and the USOPC Commercial Guidelines found [here](#), 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, 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 the USOPC IOC Rule 40/IPC Athlete Image Policy Guidelines found [here](#), as applicable;
- 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, PanAmSports, 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; 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 these Terms, nor through Section 9 of the USOPC Bylaws, after such medical determination;***⁸
- 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;
- 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);
- abide by the requirements of the IOC/IPC, PanAm Sports or other entity with jurisdiction of the Games regarding eligibility 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

⁸ The Medical Review Process contained in these Terms will apply to athletes.



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 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;
- act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct; and
- act in a way that will bring respect and honor to yourself, your teammates, the USOPC, your NGB, the United States and the Games.

SECTION 7. VIOLATIONS, ENFORCEMENT AND HEARING PROCESS

Generally, athletes, coaches and NGB Games staff will have an opportunity for a review hearing pursuant to the attached Enforcement and 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 Procedures do not apply to USOPC employees, contractors, executives and volunteers, and the consequences and/or removal for such violations will be handled separately.



USOPC GAMES DELEGATION TERMS

ENFORCEMENT AND HEARING PROCEDURES

The USOPC Delegation Terms Enforcement and Hearing Procedures (the “Procedures”) provide certain Delegation members with the opportunity for a hearing in front of the Games Administrative Board (the “GAB”) to review the USOPC’s denial of an NGB nomination, removal or submission of entries for Delegation members to the Games organizing committee, and for alleged violations of the Terms.

SECTION 1. APPLICABILITY

These Procedures apply to athletes, coaches, and NGB Games staff at USOPC Delegation Events and any other event in which the USOPC enters athletes. These Procedures do not apply to USOPC employees, contractors, executives, or volunteers, whose violations will be handled separately.

SECTION 2. JURISDICTION AND SCOPE

These Procedures will be followed in the event a Delegation member disputes (i) the USOPC’s refusal to accept or submit, or its removal of, official entries to the Games organizing committee and (ii) for alleged violations of the Terms (including without limitation all other policies and rules incorporated into the Terms by reference). These Procedures are a component of the Terms and are established to ensure a fair and impartial procedure for the hearing of all such disputes.

These Hearing Procedures go into effect as soon as a potential Delegation member’s name is submitted from an NGB to the USOPC until the earlier of closing of the main Athletes’ Village or the member’s release from the Delegation.⁹

A matter will not be addressed using these Procedures if it involves:

- 1) an anti-doping rule violation that is being or has been adjudicated by USADA, an IF or other entity with results management authority;
- 2) an alleged violation of the USOPC Athlete Safety Policy or MAAPP, which will be handled in accordance with the USOPC Athlete Safety Policy, found [here](#);
- 3) a background check conducted by the National Center for Safety Initiatives (“NCSI”) resulting in a Red Light determination or self-disclosure of a criminal record, in which case it will be handled in accordance with the USOPC Background Check Policy;

⁹ For any conflict between the timing of when these Hearing Procedures go into effect and an NGB’s selection procedures, these will take precedent.



- 4) the final decision of a referee (any individual with discretion to make field of play decisions) during a competition regarding a field of play decision, which will be resolved in accordance with the rules of the competition;
- 5) an athlete's selection, removal or replacement by the NGB and nomination to the USOPC for participation in the Games (such matters may be resolved pursuant to Section 9 of the USOPC Bylaws);
- 6) a dispute concerning start rights at the Games, unless the decision is the product of fraud, corruption, partiality or other misconduct of the person making the decision;
- 7) an individual's finish result or medal award; or
- 8) a medical determination (made by a physician or other provider as approved by the USOPC) in the case of a medical issue of any kind.

SECTION 3. USOPC DISPUTE RESOLUTION UNIT

The USOPC Dispute Resolution Unit (the "DRU") is responsible for ensuring that all disputes are heard in an expedited, fair and impartial manner. DRU may modify these Procedures at any time for the effective administration of complaints taking into consideration any time restraints and will ensure fairness to all parties.

An attorney from DRU will serve as impartial counsel to the GAB solely to answer questions and provide legal assistance when requested but will not in any way take part in rendering or influencing any GAB decision.

SECTION 4. REPORTING VIOLATIONS

Any individual may report an alleged violation of these Terms to a USOPC representative on-site at the Games or to USOPC Legal at GamesGC@usopc.org at any time after an NGB nominates a Delegation member to the USOPC, and before the closing of the Athletes' Village for the Games. The report should include the following information if possible: (i) the individual who allegedly violated the Terms, (ii) details about the circumstance that is the subject of the report, and (iii) the rule that was allegedly violated. Reports may be made anonymously. The USOPC may also pursue an alleged violation based on information received other than by a report described herein.

SECTION 5. 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 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.



SECTION 6. SANCTION IMPOSED AND NOTIFICATION

After conducting a review of the incident and alleged violation (or refusal to accept an NGB entry or submit that entry or removal of that entry), the USOPC will determine whether a sanction is appropriate.

If a violation is found, the USOPC will notify the Delegation member of this determination in writing with a proposed consequence (“Notice Letter”) in which the Delegation member may either voluntarily accept or dispute via a review hearing in front of the GAB for a final and binding decision as set out in Section 8 below. The Notice Letter will set forth the factual allegations and the basis for its action. The Notice Letter will indicate whether it is considered an “Expedited” or “Standard” case and will include the proposed consequences and the right to request a hearing within a specified amount of time. Any consequence will not go into effect until the individual has had the opportunity for a hearing.¹⁰

If no request for a hearing is made within the specified time, the consequence will go into effect and the sanction will be deemed accepted. The case will be closed with no further right of review.

SECTION 7. POTENTIAL SANCTIONS

The USOPC may recommend, or the GAB may impose, consequences for a Delegation member who violates the Terms, including, but not limited to:

- 1) A warning;
- 2) Probation;
- 3) Limitation on further access to venues;
- 4) Restrictions¹¹ while at the Games;
- 5) Expulsion from the Games and mandated return home or away from official Team areas;
- 6) Loss of the privilege to participate in future Delegation Events, or other events to which the USOPC sends athletes;
- 7) Loss of participation in USOPC-sponsored events;
- 8) Denial of funding from the USOPC Athlete Support Programs or access to other USOPC-sponsored programs for which the Delegation member may be eligible;
- 9) Return of the Delegation member’s equipment, uniform and all other attire provided as a part of Team USA;
- 10) Denial of the privilege to march or otherwise participate in Opening and/or Closing Ceremony;
- 11) Revocation of Athletes’ Village visitor privileges; and
- 12) Performance of a specified task(s), such as a formal written and/or oral apology or completion of training or education on diversity, equity, and inclusion.

¹⁰ This excludes when a violation could cause imminent physical harm to people and/or property or is a violation of local laws, in which cases removal may be immediate with an opportunity for a hearing thereafter.

¹¹ This could include, for example, not being permitted to leave the Athletes’ Village or Games venues, or restriction of the Delegation member to his/her room or other controlled area(s).



SECTION 8. REQUEST FOR HEARING

If the Delegation member wants to (i) challenge the violation and/or (ii) the proposed sanction, the Delegation member may request a hearing in front of the GAB.

For Expedited cases, the request for a hearing must be made within 24 hours of the Delegation member's receipt of the Notice Letter. For Standard cases, the request for a hearing must be made within 7 days of that receipt. However, an individual may request an expedited review for Standard cases. The request for a hearing must be made to DRU at dru@usopc.org.

In the request for a hearing, the Delegation member must include any details about upcoming competitions or deadlines that could impact the urgency of the case to be heard, along with a request of timing for the hearing. The Notice Letter must be attached.

SECTION 9. THE PARTIES

In the GAB hearing, the USOPC will be considered the Claimant, the entity bringing forth the allegation. The Delegation member seeking the hearing will be considered the Respondent.

The involved NGB will be permitted to observe the proceeding and will be allowed to present a statement, or respond to any question from the GAB, but will not be considered a party. Additionally, the GAB has the authority to identify any other individual that would be allowed to participate in the proceeding, as a party or otherwise.

SECTION 10. INITIATION OF THE PROCEEDING

Upon the request for hearing, DRU will provide confirmation of the request for hearing to the relevant parties and initiate the proceeding. DRU will provide details about the proceeding including information about the submission of materials, and scheduling of the hearing. In Expedited cases, the date, time and call-in details for the hearing may be provided immediately.

SECTION 11. POSITION STATEMENTS

A position statement sets forth the basis of each party's arguments and related evidence.

For Expedited cases, each party may submit a position statement at any time prior to the hearing. Although position statements are not required for these cases due to the urgency for a hearing, any position statements should be submitted as soon as possible.

For Standard cases, the USOPC will provide its position statement first, in accordance with the timing as indicated from the GAB. The Respondent will then have the opportunity to review the USOPC position statement and submit their position statement in response.



SECTION 12. GAMES ADMINISTRATIVE BOARD

DRU will convene the GAB to hear and render a decision on the dispute. The GAB is comprised of the following individuals:

- 1) USOPC Board Chair
- 2) USOPC CEO
- 3) National Governing Bodies Council Chair
- 4) Athletes' Advisory Council Chair
- 5) Chef de Mission¹²

A quorum (majority) of the GAB is required, in order for the hearing to proceed. The USOPC Board Chair, or their designee, will be chair of the GAB.

SECTION 13. TIMING FOR HEARING

In all instances, a hearing will be scheduled as soon as practicable. Unless otherwise agreed to, a hearing will be scheduled to take place within 48 hours for Expedited cases and within 14 days for Standard cases. Although the parties' availability will always be considered, due to the nature of Expedited cases, a hearing date and time may be set immediately.

SECTION 14. CONDUCT OF THE PROCEEDING

If the matter is not otherwise resolved, the GAB will conduct a review hearing with assistance from DRU. The proceeding will be held telephonically or by videoconference. The GAB has the authority to rule on all matters raised in the proceeding and will set such other rules regarding the proceeding and the conduct of the hearing as it deems appropriate, including any scheduling deadlines.

Both parties will be given a reasonable opportunity to present oral or written evidence relating to the matter, to cross-examine any witnesses offered by the other party, and to present such factual or legal claims as desired. Rules of evidence generally accepted in administrative proceedings will apply. The GAB will determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence it deems to be cumulative or irrelevant. The GAB will have the right to question witnesses or the parties to the proceeding at any time.

The GAB may consult with external experts to provide support and expertise as needed. This includes a DE&I expert for violations of the USOPC Olympic and Paralympic Games Delegation Rules for Demonstrations.

¹² Any member of the GAB may designate an alternate in the event of any conflict or unavailability. For the Beijing Olympic and Paralympic Winter Games, the Chef de Mission designated their seat to a 10 Year+ Athlete, as defined in the USOPC Bylaws.



SECTION 15. DECISION

A decision and any resulting sanctions will be determined by majority vote of the GAB. The GAB will issue a written decision promptly after the hearing, and a verbal or operative decision may be provided on an expedited basis. The GAB's decision is final and binding.

SECTION 16. REPRESENTATIVE

Any party to the proceeding may have counsel or a representative present at their own expense.

SECTION 17. OFFICE OF ATHLETE OMBUDS

The Office of the Athlete Ombuds is available to provide cost-free, confidential and independent advice to athletes regarding their rights under this process and to assist athletes in resolving disputes or concerns. Athletes may contact the Office of the Athlete Ombuds at ombudsman@usathlete.org for information about attorneys and/or available legal aid.



USOPC GAMES DELEGATION TERMS

MEDICAL REVIEW PROCESS FOR PARTICIPATION (*non-COVID-19*)

SECTION 1. OVERVIEW

The USOPC serves to protect the health, safety and wellness of Team USA athletes¹³ 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, 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; 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 these Terms, 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, and 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 or the IOC/IPC, and approved by the USOPC (as specified in the Delegation Terms). If a physician is not available, the athlete may be

¹³ This Medical Review Process is only afforded to athletes, and not every Delegation member.



evaluated by another health care provider certified and accredited by the NGB, USOPC or the IOC/IPC, 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.

The decision of the health care provider 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.

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. 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.

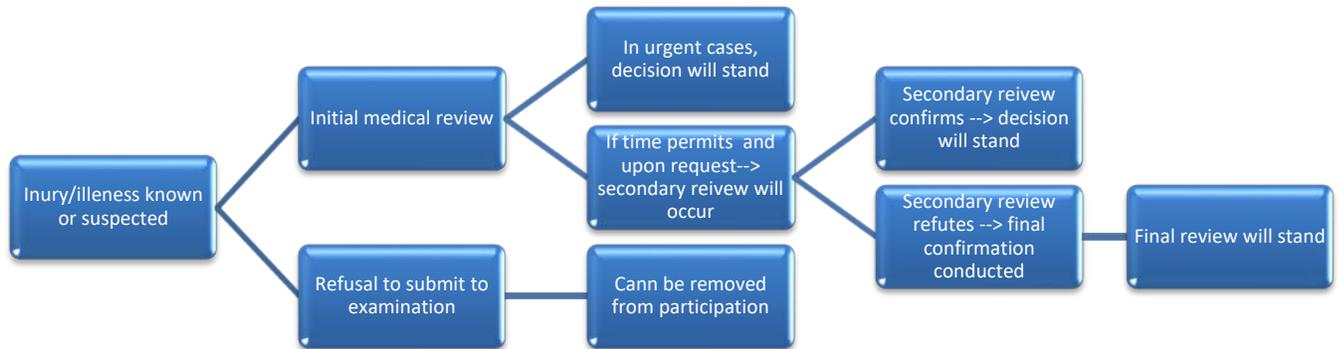
SECTION 4. FINAL MEDICAL CONFIRMATION

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.

SECTION 7. RESOURCES

Athletes may reach out to the Office of the Athlete Ombuds for confidential and independent advice about this process at ombudsman@usathlete.org or 719-866-5000, or to the USOPC Athlete Services department for other resources, such as mental health services, at: athleteservices@usopc.org.



USOPC GAMES DELEGATION TERMS

GENERAL RELEASE

SECTION 1. AUTHORIZATION FOR MEDICAL SERVICES

As a Delegation member you consent to the USOPC's provision of medical care and treatment and emergency medical services associated with your participation in the Games. 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 information¹⁴ 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. 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 3. 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

¹⁴ Note that the release of medical information for athletes and guides is further detailed in the USOPC Authorization for the Release of Information form.



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 4. 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, 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 5. TRANSFER OF PERSONAL DATA

You agree to the transfer of your Personal Data as set out in the "Notice on the Processing of Personal Data of Participants and other Accredited Persons," which is attached to the IOC/IPC Eligibility Conditions form, and ensure you understand the processing of your Personal Data¹⁵ and comply with any further legal requirements for the processing of Personal Data.

¹⁵ "Personal Data" is defined in such IOC/IPC Notice.



SECTION 6. 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, 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

BACKGROUND CHECK REQUIREMENTS

These Background Check Requirements are applicable to Delegation members, who will be over the age of 18, within 45 days prior to the Closing Ceremony of the Games.

SECTION 1. INTRODUCTION

In order to ensure a safe team environment at the Games, the USOPC requires that all Delegation members, undergo a background check. 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. 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 (“NCSI”).

SECTION 2. NGB BACKGROUND CHECK POLICY AND PROCEDURES

If you are subject to your NGB’s Background Check policy, you agree to follow and comply with all the requirements and procedures in that policy. The NGB Background Check policy may use a different vendor from NCSI¹⁶ and you agree to comply with that vendor’s process. If an NGB nominates you to participate in the Games after a Red Light finding, the USOPC will conduct a secondary review of your NGB’s determination in accordance with the USOPC Background Check and you agree to be bound by the USOPC Background Check Policy and determination.

SECTION 3. AGREEMENT

In order for a background check to be conducted, you agree to follow all procedures for authorizing NCSI to conduct the check. These procedures include going to NCSI’s website, www.ncsisafe.com, and filling out your name, social security number and other required information. If you do not have access to the internet, you may provide the necessary information and authorization to NCSI in writing. NCSI’s telephone number is (866) 833-7100. You agree to submit all information to NCSI by the established timeline. Failure to do so may result in you not being able to participate in the Games and may delay the issuance, or result in the non-issuance, of your Games accreditation.

You will submit all information to NCSI directly, and will not ask, authorize or allow any other person to submit information on your behalf. In providing information to NCSI, you certify that all of the statements on your application and all of the information that you provide are true and complete to the best of your knowledge. Further, you will cooperate in any way necessary to ensure that NCSI can conduct a complete and accurate background check.

¹⁶ If an NGB uses a different vendor from NCSI, the provisions related to NCSI will not be applicable.



SECTION 4. BACKGROUND CHECK

All full background check screens will include at least the following search components:

- 1) Social Security Number validation;¹⁷
- 2) Name and address history records;
- 3) Two independent Multi-Jurisdictional Criminal database searches covering 50 states plus DC, Guam, and Puerto Rico;
- 4) Federal District Courts search for each name used and district where you currently live or have lived during the past seven years, going back the length of time records are available and reportable;
- 5) County Criminal records for each name used and county where you currently live or have lived during the past seven years, going back the length of time records are available and reportable for each county searched;
- 6) Two Sex Offender Registry (“SOR”) database searches of all available states, plus DC, Guam and Puerto Rico;
- 7) Multiple National Watch Lists;
- 8) SafeSport Disciplinary Records;¹⁸
- 9) Comprehensive International records search if you have lived outside of the U.S. for six consecutive months in any one country, during the past seven years;¹⁹
- 10) Motor Vehicle Records of at least 3-year history in the state of licensure (if driving is required for position); and
- 11) Professional License/Certification verification for certain medical roles.²⁰

All supplemental off-year background check screens will be conducted using at least the following search components:

- 1) Multi-Jurisdictional Criminal database covering 50 states plus DC, Guam, and Puerto Rico
- 2) Sex Offender Registry database searches of all available states, plus DC, Guam, and Puerto Rico; and
- 3) SafeSport Disciplinary Records.

NCSI will provide a “Red Light/Green Light” determination for each background check to the USOPC. A “Green Light” indicates that no reportable criteria-related convictions or pending dispositions were found in the screening process and information needed to complete the background check was received. A “Red Light” means one or both of the following: 1) information is required to complete the screening process (“RL-I”) and/or 2) criteria-related convictions or pending convictions were found and verified in the screening process (“RL- Review”). If a question arises concerning a background check, you will be contacted directly by NCSI and given the opportunity to correct potential discrepancies in

¹⁷ Or suitable alternative identification verification process as determined by NCSI.

¹⁸ Until the process is automated, this will be accomplished through the USOPC by conducting individualized searches of the SafeSport Disciplinary records on the SafeSport website for individuals covered under the USOPC Background Check Policy.

¹⁹ International record checks vary from country to country. NCSI will provide comparable search components depending on the laws of that specific country.

²⁰ License and/or certification verifications will be required for individuals in the following medical roles: Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Chiropractor (DC), Physician Assistant (PA), Acupuncturist, Massage Therapist, Physical Therapist, and Certified Athletic Trainer.



your records or to provide additional information prior to NCSI issuing a Red Light determination. In “RL-I” situations the USOPC may also be contacted.

A reportable record or disclosure that contains a disposition or resolution of a criminal proceeding, other than an adjudication of not guilty,²¹ for any of the below criminal offenses will be flagged as a Red Light, meaning it does not meet the initial screening criteria and you will be subject to the USOPC’s policies and procedures to determine your level of access and involvement with regard to the Games:

- 1) Any felony;²² and
- 2) Any misdemeanor involving:
 - a. all sexual crimes, criminal offenses of a sexual nature to include but not limited to; rape, child molestation, sexual battery, lewd conduct, possession and distribution of child pornography, possession and distribution of obscene material, prostitution, indecent exposure, public indecency, and any sex offender registrant;²³
 - b. any drug related offenses;
 - c. harm to a minor, including, but not limited to, offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a minor, and DUI with a minor;
 - d. violence against a person (including crimes involving firearms and domestic violence);
 - e. stalking, harassment, blackmail, violation of a protection order, and/or threats;
 - f. destruction of property, including arson, vandalism, and criminal mischief; and
 - g. animal abuse, cruelty, or neglect.

You understand that when your background check is conducted and there is a Red Light as to the criteria listed above, the USOPC may determine that your Games participation will be limited or that you not suitable to serve at the Games.

SECTION 5. DRIVING PRIVILEGES

For purposes of being authorized to transport people in any motor vehicle for business purposes, a record that contains any of the following information will be flagged as a Red Light and subject to review in accordance with the USOPC’s policies and procedures:

- 1) no valid driver’s license (expired or lack of license);
- 2) suspended or revoked driver's license;

²¹ For purposes of these procedures, a “disposition or resolution of a criminal proceeding, other than an adjudication of not guilty” will include, but is not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an *Alford* or *Kennedy* plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement, or the existence of an ongoing criminal investigation, a warrant for arrest, or any pending charges.

²² For purposes of these procedures, the term “felony” will refer to any criminal offense punishable by imprisonment for more than one year.

²³ Any covered individual that has been convicted of, received an imposition of a deferred sentence for, or any plea of guilty or no contest for any sexual crime, criminal offense of a sexual nature, and/or is a sex offender registrant must be reported to the Center.



- 3) more than two moving violations and/or accidents in the past two years;
- 4) a conviction for a major moving violation within the prior two years, including, but not limited to: DUI/DWI, possession of an open container, any drug-related motor vehicle incident, leaving the scene of an accident, assault (in any form) by use of a motor vehicle, and reckless driving (willful or wanton disregard for safety of persons or property in any form);
- 5) pending traffic offenses; or
- 6) being under 21 years of age.

When there is a Red Light as to the above criteria, you will be reviewed and the USOPC will make a determination whether you will be allowed to drive a motor vehicle at the Games. If following the review, the determination is that you are not approved for driving privileges, then you are not authorized to drive or operate any vehicle (personal, rental, or USOPC fleet vehicle, or Games organizing committee vehicle). You are not approved to drive on USOPC or Games business, to transport athletes, U.S. Delegation members, USOPC or NGB staff, USOPC volunteers, or members of the Games organizing committee.

SECTION 6. APPEAL TO NCSI

You have the right to dispute what you consider to be erroneous findings of the criminal background check directly with NCSI. The USOPC is required by the Background Check Policy to accept the findings of NCSI as to the accuracy of the records. However, the USOPC Background Check Review Panel (“Review Panel”) will exercise its discretion and may take all relevant information into consideration to determine the eligibility status with Red Light findings.

SECTION 7. RIGHT TO A HEARING

The USOPC Review Panel will initially review the Red Light finding to determine if and to what degree you will be permitted to participate as a U.S. Delegation member in accordance with the Background Check Policy and these procedures. Should the USOPC determine that more information is needed to make a determination on your level of access and involvement as a U.S. Delegation member then you will have the right to a hearing before the Review Panel (as set forth in the USOPC Background Check Procedure). If you disagree with the finding of the Review Panel, you may file a demand for arbitration with the American Arbitration Association (“AAA”), which is the current arbitral body designated by the USOPC for that process. A decision rendered by the AAA will be final and binding on all parties.

SECTION 8. ONGOING OBLIGATION

You understand and agree that from the time you self-register for your background check through the Closing Ceremony of the Games, you are obligated to notify USOPC Legal, in writing and within 72 hours, if you are arrested, charged, and/or convicted of any illegal or criminal activity. USOPC Legal email is: GamesGC@usopc.org.



USOPC GAMES DELEGATION TERMS SIGNATURE

By checking “I agree” below, 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;
 - *For participants of minority age:* you are certified to participate by a parent or legal guardian;
- 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 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.

I agree_____

Sport or Affiliation

Name (Printed)

Date of Signature

FOR PARTICIPANTS OF MINORITY AGE

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

I agree_____

Relationship to Participant

Parent/Guardian’s Name (Printed)

Date of Signature