

GAMES DELEGATION TERMS - ATHLETES
2018 Olympic Winter Games
United States Olympic Committee

PART I - OVERVIEW

The U.S. Delegation to the 2018 Olympic Winter Games (“Games”) consists of athletes, coaches, third party Games staff, USOC employees and executives, dignitaries, and guests. Each of these groups execute their own version of these terms (the “terms”). This version is for athletes only. Completing these terms does not ensure that you will become part of the U.S. Delegation.

There are five parts to these terms:

- Part I** – Overview
- Part II** – Athlete Behavior and Pledge
- Part III** – Grievance Procedures
- Part IV** – General Release
- Part V** – Signature Page

Please read each part thoroughly. In order to be eligible for participation as a part of the U.S. Delegation you will need to provide your electronic signature, affirming that you have read and agree to the terms.

PLEASE NOTE:

As set out below, you must disclose all information about any criminal record you have, as well as any anti-doping suspension or pending or unresolved anti-doping rule violations, to the USOC at GamesGC@usoc.org and your National Governing Body (“NGB”).

PART II - ATHLETE BEHAVIOR AND PLEDGE

INTRODUCTION

Membership on the United States Olympic Team (the “Team”) competing in the Games is an honor. It is a distinction few achieve and an accomplishment universally recognized. You understand that the USOC sends the Team to the Games. It is in that context that you make the Pledge below (the “Pledge”) to the USOC.

ATHLETE PLEDGE

I will uphold the spirit of this Pledge, which governs my conduct as a member of the Team. I acknowledge that I have been informed of the attached Grievance Procedures and that the USOC Bylaws provide me with the right to a hearing if my opportunity to participate is denied for any reason or if I am charged with any violation of the Pledge.

By signing these terms, I (1) accept nomination and, if accepted, selection to the Team, (2) agree to abide by the Pledge and the attached Grievance Procedures, (3) agree to submit to the USOC any dispute that arises in relation to the submission of my name as an official entry by the USOC to the PyeongChang Organizing Committee for the 2018 Olympic & Paralympic Winter Games (“POCOG”), which will be resolved pursuant to the Grievance Procedures and (4) acknowledge that violations of the Pledge can be based on conduct occurring prior to my selection to the Team.

I have read this Pledge and understand that acceptance of its provisions as written is a condition of my selection to the Team.

As a member of the Team, I hereby promise and agree that I:

- have abided by all rules related to the Team selection procedures as determined by my NGB and approved by the USOC;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit me to perform at the maximum of my abilities;
- will notify my NGB and the USOC if I have a physical injury or illness that might compromise my ability to compete; if requested will submit to a physical/medical examination by medical personnel approved by the USOC and authorize the submission of the physical examination/medical information to my NGB and USOC; and understand that such injury or illness may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team;

- will not commit a doping violation as defined by the World Anti-Doping Agency (“WADA”), United States Anti-Doping Agency (“USADA”), my International Federation (“IF”), the International Olympic Committee (“IOC”), or USOC rules;
- understand that an anti-doping suspension, or pending or unresolved anti-doping rule violation may be cause for my not being selected to the Team; and if I have an anti-doing suspension, or pending or unresolved anti-doping rule violation as of the date of my signing these terms I will immediately notify the USOC at GamesGC@usoc.org;
- will not engage in any conduct that is criminal under any laws applicable to me, including but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- 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 my selection as a Team member or convictions as a minor which have been legally sealed); I understand that such conviction, indictment or criminal charge may be cause for my not being selected to the Team; and if I have a past conviction, indictment or criminal charge as of the date of my signing these terms, I will immediately notify the USOC at GamesGC@usoc.org;
- will not participate or assist in any gambling or betting activities associated with the Games or any event related to them;
- am eligible to compete under the rules of the IOC, my IF and my NGB;
- am in possession of a valid U.S. passport that will not expire prior to six months following the Closing Ceremony of the Games;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will abide by all laws of the country in which the Games are held;
- will abide by the USOC Code of Conduct and the USOC SafeSport policy (available at TeamUSA.org) as well as my NGB Code of Conduct;
- will respect members of my Team, other teams, spectators and officials, and will not engage in any form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow all NGB Team rules pertaining to my sport;

- will follow all USOC Team rules as may be implemented at the Games;
- will abide by the rules governing my sport, including the technical and other rules of my IF, and accordingly authorize the USOC, including members of the U.S. Delegation, to file protests and appeals on my behalf at the Games (this authorization in no way obligates the USOC or members of the U.S. Delegation, to file such protests or appeals on my behalf);
- will abide by the IOC Charter currently in force and, in particular, with the provisions of the IOC Charter regarding eligibility for the Games, and rules concerning allowable trademark identification on clothing and equipment worn or used at the Games and on my body (such as visible tattoos);
 - will cooperate with the in-process and out-process of the USOC in conjunction with my sport, and will attend any USOC pre-briefing or post-briefing sessions, unless granted written authorization by the USOC Chef de Mission, or his or her designee;
- will wear designated USOC apparel at all official Games functions and events, including Opening, Closing and Medal Ceremonies and at media events (including press conferences) hosted by the USOC, IOC or POCOG; I also understand that the USOC encourages me to wear designated USOC apparel whenever possible and that I must wear designated USOC apparel at USOC hospitality functions I attend;
- will not conceal or cover-up any USOC sponsor, supplier or licensee brand or other identification appearing on my delegation apparel during Opening, Closing or Medal Ceremonies or at any other function or event where designated USOC apparel is required;
- will not use, or authorize the use of my name, person, image, picture, voice, or any of my sport performances for advertising or promotional purposes during the Games period without the prior written consent of the USOC;
- will not use or authorize the commercial use of the following items without the prior written consent of the USOC (which consent shall not be unreasonably withheld): (1) photographs, films, videos, or other images of me in the apparel or equipment provided by the USOC for the Games; (2) photographs, films, videos, or other images of me from the Games; (3) any Games medals; and (4) photographs, films, videos or other images of me with any Games medals;
- will 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;
- will attempt to participate in media and sponsor-related activities if compatible with my training and competitive schedule, when requested by the USOC Chef de Mission or his/her designee;

- will act in a way that will bring respect and honor to me, my teammates, the USOC, my NGB, the United States and the Games;
- will provide truthful and accurate information to the USOC and my NGB concerning my activities at the Games;
- will be personally responsible for payment of all legal fees and expenses if I require legal representation because I am accused of a doping violation or criminal misconduct, or if for any other reason I require the services of an attorney;
- will cooperate with the USOC and my NGB in any proceeding involving my finish result or medal award in which the USOC is a party or is asked by the IOC or my IF to provide information, but also understand that the USOC is not obligated to bring, become a party to or represent me in a proceeding involving my finish result or medal award, and further understand that if I wish to participate individually in such a proceeding or I wish to bring a proceeding on my own, I will be responsible for securing the services of an attorney and for payment of all legal fees and expenses involved;
- understand as provided for in the Olympic Charter, if for any reason the IOC determines that my result is disqualified or I am excluded from the Games (and my medal and diploma should be returned), then I agree to return such medal and diploma to the IOC. I will fully cooperate with the USOC and follow the USOC's instructions in ensuring that any such medal and diploma are returned promptly to the IOC; and
- will remember that at all times, I am an ambassador for my sport, my country, and the Olympic Games Movement.

PART III – GRIEVANCE PROCEDURES

INTRODUCTION

These Procedures shall be followed in disputes concerning the USOC's submission of official entries to POGOC and grievances concerning violations of the Pledge. These Procedures are a component of the Pledge and are established to ensure a fair and impartial procedure for the hearing of all such disputes and grievances.

JURISDICTION AND SCOPE

Any complaint filed under these Procedures must be filed within sixty days of the Closing Ceremony of the Games.

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

- 1) involves an anti-doping rule violation that is being or has been adjudicated by USADA;
- 2) involves 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 (a matter set forth in the rules of the competition to be within the discretion of the referee), unless the decision is (a) outside the authority of the referee to make, or (b) the product of fraud, corruption, partiality or other misconduct of the referee;
- 3) involves selection and nomination to the USOC by an NGB for participation in the Games (this will be conducted pursuant to Section 9 of the USOC Bylaws);
- 4) involves 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; or
- 5) involves an individual's finish result or medal award.

FILING A COMPLAINT

A complaint under these Procedures can be filed by:

- 1) an athlete, coach, trainer, manager, administrator, or official who was not submitted by the USOC as an official entry to POCOG, but who believes that he or she should have been; and
- 2) the USOC Chef de Mission, the USOC Chair of the Board, the USOC CEO, a team leader of the Team or any other member of the U.S. Delegation who believes that a violation of the Pledge has occurred.

A complaint filed pursuant to these Procedures shall be in writing. It shall be filed with the USOC CEO or his/her designee, with a copy to the USOC General Counsel. The complaint may be filed by hand, mail, overnight courier or electronic mail.

The complaint shall set forth:

- 1) the names of the parties (the “Complainant” and “Respondent”);
- 2) the jurisdictional basis of the complaint;
- 3) a concise statement of the factual allegations, including the basis upon which (a) the Complainant was denied selection to or participation in the Games, or (b) the Respondent has violated the Pledge;
- 4) the names of all persons that may be adversely affected by the complaint; and
- 5) the relief sought.

A person notified of a complaint being filed who may be adversely affected under these Procedures shall have the option to participate in an arbitration before the American Arbitration Association (the “AAA”) as a party. Such person shall be bound by the decision of the Arbitrator regardless of the person’s decision to participate.

PROCESSING THE COMPLAINT

Upon receipt of the complaint, the USOC CEO or his/her designee shall promptly:

- 1) send the Complainant written notice confirming receipt of the complaint;
- 2) send to any individual or organization who is named by the Complainant, or that the USOC determines may be adversely affected, a copy of the complaint, an invitation to respond in writing to the complaint and a copy of these Procedures; and
- 3) notify the USOC Chef de Mission, the Chair of the USOC Athletes’ Advisory Council, all affected NGB Team Leader(s), the USOC Delegation Director and the USOC Athlete Ombudsman of the complaint and provide them with a copy of the complaint.

INVESTIGATION OF THE COMPLAINT

Upon receipt of the complaint, the USOC CEO or his/her designee shall cause an investigation to be made as to the allegations set forth in the complaint.

The parties must fully cooperate in the investigation described above, including by facilitating the collection of all relevant documents and participating in interviews. Failure to cooperate may be commented upon, and form the basis for an adverse determination, at any hearing.

RESOLUTION OF THE COMPLAINT

Following submission of the complaint, the USOC CEO or his/her designee shall attempt to resolve the dispute to the satisfaction of the parties. Any agreed-upon resolution must include the written acknowledgment by the parties of that resolution. A party may consult with the USOC Athlete Ombudsman at any time.

GAMES ADMINISTRATIVE BOARD HEARING

If the matter is not resolved pursuant to the previous section above, the Games Administrative Board shall hear the complaint. In such cases, the USOC shall notify the parties of the hearing date, time and place. The Complainant shall be afforded an opportunity to be heard and to present any evidence or argument in support of the complaint. The Respondent shall be afforded an opportunity to be heard and to present any evidence or argument in the Respondent's defense. The Games Administrative Board shall inform the parties of its decision in writing. The Games Administrative Board may impose any penalty it considers appropriate, including those penalties listed in these Grievance Procedures. Any decision made by the Games Administrative Board can be appealed to the AAA.

Notwithstanding the above, a party can bypass the Games Administrative Board hearing and file a demand immediately with the AAA.

AAA HEARING

An arbitration brought pursuant to these Procedures shall be conducted according to the Commercial Rules of the AAA, as modified, if at all, in accordance with the Ted Stevens Olympic and Amateur Sports Act. The AAA Rules shall be available from the USOC Chef de Mission, the USOC CEO or his/her designee, the USOC Athletes' Advisory Council athlete representatives at the Games, and the USOC Athlete Ombudsman. If notified, the parties agree to appear and testify at any hearing conducted pursuant to these Procedures. Any hearing before the AAA shall be *de novo*.

DECISION

The AAA Arbitrator shall provide a written decision setting forth the reasons for the Arbitrator's decision. The Arbitrator shall send the decision to the parties and to the USOC CEO. The decision may be made public and be published on the USOC's website.

The decision of the Arbitrator shall be final and binding on all parties.

The USOC Athlete Ombudsman shall be available to answer questions regarding these Grievance Procedures.

PENALTIES

The Arbitrator, after consulting with the USOC or others of the Arbitrator's choosing, may impose any penalty deemed appropriate for a Pledge violation, including, but not limited to:

- 1) expulsion from the Team and mandated return home or away from official Team areas, regardless of whether or not the Team member's competition has taken place;
- 2) recommendation to the NGB and the USOC of the loss of privilege to participate in future Olympic, Paralympic, Pan American, and Parapan American Games, as well as other USOC sponsored events;
- 3) denial of funding from the USOC Athlete Support Programs or other USOC sponsored programs for which the Team member may be eligible;
- 4) restriction of the Team member to his/her room or other controlled area(s);
- 5) return of the Team member's equipment, uniform and all other attire provided as a part of the Team;
- 6) performance of a specified task or tasks, such as a formal written and/or oral apology or restitution;
- 7) denial of the privilege to march or otherwise participate in Opening and/or Closing Ceremonies; and
- 8) revocation of Athletes' Village visitor privileges.

PART IV - GENERAL RELEASE

You must read and complete this General Release in order to potentially join the U.S. Delegation or take part in any travel, training, competition, meeting or testing sessions as a member of the U.S. Delegation. By signing Part V (signature page) of the Games Terms, you affirm that you have read, understand and are bound by this General Release.

AUTHORIZATION FOR MEDICAL SERVICES

I consent to the USOC's provision of medical care and treatment and emergency medical services associated with my participation in the Games. Additionally, I agree if I elect to obtain any of these services or treatments from any sources other than those provided or approved by the USOC, I accept full and complete responsibility, including any financial obligations.

I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating as a member of the U.S. Delegation at the Games.

PRIMARY MEDICAL/HEALTH INSURANCE

I understand that the USOC does not furnish personal medical/health insurance coverage for U.S. Delegation members, and that in order to participate in the Games, I must be covered by Elite Athlete Health Insurance ("EAHI") or must carry my own personal medical/health insurance.

ACCIDENT AND TRAVEL INSURANCE

I understand that the USOC maintains an accident policy that provides accidental medical and accidental death and dismemberment benefits (subject to policy terms and conditions) for all registered athletes and members of the U.S. Delegation, that all benefits are payable on an EXCESS BASIS, that this means any other insurance (my personal policy, an employer policy, a parent's policy, etc.) under which I have coverage must first pay or deny payment on each bill before the USOC insurance will consider payment, and that the maximum benefit amount for accidental medical benefits is \$25,000 subject to a \$250 per incident deductible; the maximum benefit amount for accidental death and dismemberment is \$250,000.

I understand that coverage under this accident policy commences at the time I leave my 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 I return to my residence, place of employment, training site, or such similar location, provided that I proceed directly from the Games site to such destination (otherwise, coverage is terminated once my responsibilities at the Games are concluded.)

I understand that the USOC also secures travel insurance for most members of the U.S. Delegation including athletes, NGB coaches, USOC Board members, third party Games staff and USOC employees, that coverage does not apply to spouses and guests, but I may purchase such coverage through USOC's insurer Frontier Medex, and this coverage is valid while traveling more than 100 miles away from my permanent residence 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).

I understand that in the event I am not selected to be a part of the U.S. Delegation, I DO NOT have insurance afforded to the U.S. Delegation, even though I have completed these terms.

MEDIA RELEASE AND LICENSE

I agree to be filmed, videotaped and photographed, and to have my name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, during the Games by the USOC, by the USOC's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USOC, under the conditions specified by the USOC, IOC or POCOG (collectively the "Footage").

I grant the USOC 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 I compete, (3) promotion of the Team and (4) promotion of the USOC and the Olympic Games Movement (including without limitation the Olympic Network) throughout the United States, provided that, in no event may the USOC use or authorize the commercial use of the Footage in any manner that would imply my endorsement of any company, product, or service, without my written permission.

WAIVER AND RELEASE

In consideration of my involvement at the Games under the auspices of the USOC, I acknowledge, appreciate and agree that:

Participation in sport and travel at the Games entails risks. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise not to sue the USOC or my NGB or their respective sponsors, officers, volunteers, staff, and/or agents (collectively the "releasees"), with respect to any and all such injury, illness or loss arising from my 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, to the fullest extent permitted by law.

I risk bodily injury, including paralysis, dismemberment, disability and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.

I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of the releasees or others.

I willingly agree to comply with the stated and customary terms and conditions for participation.

PART V- SIGNATURE PAGE

By checking “I agree” below, I acknowledge and agree that:

- I have read the Athlete Behavior and Pledge, Grievance Procedures and General Release sections above;
- I have read the Authorization for Medical Services above;
- I fully understand and accept my responsibilities as a participant in the Games;
- I understand that I am agreeing to the rules, guidelines, jurisdiction, procedures and releases stated in these documents;
- my electronic confirmation is the legal equivalent of my manual signature on these terms; and
- I am providing consent to the use of electronic documents and signatures in all of my transactions with the USOC, and will keep the USOC informed if my e-mail address changes or if I wish to withdraw my 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