

**USA National Karate-do Federation. Inc. (USA Karate)**  
**ATHLETE SELECTION PROCEDURES**  
**2019 Pan American Games**  
**Karate Kata and Kumite**  
**December 23, 2018**

**1. SELECTION SYSTEM**

1.1. Provide the minimum eligibility requirements for an athlete to be considered for selection to the Team:

1.1.1. Nationality/Passport requirements:

Athlete must be a national of the United States at the time of selection.

Athlete must hold a valid U.S. passport that will not expire for six months after the conclusion of the Games.

1.1.2. Minimum International Olympic Committee (IOC), International Paralympic Committee (IPC) and/or Pan American Sport Organization (PASO) standards for participation:

Any competitor in the Olympic, Paralympic, Pan American or Parapan American Games must be a national of the country of the National Olympic Committee (NOC) or National Paralympic Committee (NPC) which is entering such competitor. For additional information regarding an athlete who is a national of two or more countries, has changed his or her nationality or acquired a new nationality, refer to the Olympic Charter (Rule 41), the IPC Handbook (Section 2, Chapter 3.1), or the PASO Statutes (Article XXII, Sections 4 and 5).

1.1.3. Minimum International Federation (IF) and/or Continental Federation (CF) standards for participation (if any):

Athletes must be at least 18 years old for kumite and at least 16 years old for kata on the opening day of the first International Qualifying Event (see section 1.2.1)

Athletes must have signed and submitted the Athlete Eligibility Condition Form

1.1.4. Other requirements (if any):

- Athlete must be a member in good standing with USA Karate at the time of selection.
- Athletes must have successfully completed all Games Registration requirements by stated deadline.

1.2. Tryout Events:

1.2.1. Provide the event names, dates and locations of all trials, events and camps to be used as part of the selection process.

2018 North American Cup – December 1-2, 2018 – Cabo San Lucas, Mexico

2019 Pan American Qualifier – March 20, 2019 - Panama

- 1.2.2. Provide event names, dates, locations and description of how athletes qualify for the trials, events and camps listed above in 1.2.1. (if any).

2018 Senior National Team Trials – January 14, 2018 – Colorado Springs, CO

2019 Senior National Team Trials – January 19, 2019 – Colorado Springs, CO

<https://www.teamusa.org/USA-Karate/Events/Senior-Team-Trials>

- 1.3. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process (include maximum Team size).

The top two athletes in each of the ten individual kumite weight categories (Male Kumite -60kg, -67kg, -75kg, -84kg, & +84kg and Female Kumite -50kg, -55kg, -61kg, -68kg, & +68kg) and each of the two individual kata categories (Male & Female) from the 2018 Senior National Team Trials will represent the United States at the 2018 North American Cup in Mexico. If one or more of the top two athletes is unable to compete then the slot is offered to 3<sup>rd</sup> place finisher and then 4<sup>th</sup> place finisher until both slots are filled. If the slots are not filled by 1<sup>st</sup> – 4<sup>th</sup> place athletes then the slot(s) will go unfilled. The 2018 North American Cup will have two athletes in each individual category from the United States, Canada and Mexico. During the 2018 North American Cup, the gold medal winner in each category will qualify him/herself by name for the 2019 Pan American Games.

Any individual kumite or kata category in which the United States does not qualify an athlete through the 2018 North American Cup results, there will be another opportunity to qualify through the 2019 Pan American Qualifier. For those individual categories not qualified, the 1<sup>st</sup> place finisher from the 2019 Senior National Team Trials will represent the United States at the 2019 Pan American Qualifier. If the 1st place finisher is unable to compete the slot will be offered to the 2<sup>nd</sup> place finisher, then 3<sup>rd</sup> place finisher and finally 4<sup>th</sup> place finisher until the position is filled. If 1<sup>st</sup> – 4<sup>th</sup> seat athletes do not accept then the slot(s) will go unfilled. Athletes/Countries participating in each individual category of the 2019 Pan American Qualifier may not have previously qualified for the 2019 Pan American Games. The top two finishers at the 2019 Pan American Qualifier will qualify him/herself by name for the 2019 Pan American Games.

The 1st place finisher male and female kata teams from the 2019 Senior National Team Trials will represent the United States in the 2019 Pan American Qualifier. Only one (1) team per country per category will be allowed to compete. The 1<sup>st</sup>, 2<sup>nd</sup>, two 3<sup>rd</sup> and 5<sup>th</sup> in the champions

line finishers of the 2019 Pan American Qualifier will qualify by name for the 2019 Pan American Games.

Through the two qualifying events listed above, the United States may qualify up to eighteen (18) athletes. Only one athlete may qualify in each of the twelve (12) individual categories. Only one (1) team of three (3) athletes may qualify in each of the male and female team kata categories.

**2. DISCRETIONARY SELECTION (if applicable)**

2.1. Provide rationale for utilizing discretionary selection (if any):

not applicable

2.2. List the discretionary criteria and explain how they will be used (if any):

not applicable

2.3. Provide the name of the committee that will be responsible for making discretionary selections, along with a complete list of the members' titles currently serving on the committee:

not applicable

2.3.1. Specify the process that will be used to identify and handle any potential conflicts of interest involving a member of the committee.

not applicable

**3. REMOVAL OF ATHLETES**

3.1. Prior to entry by name to the Local Organizing Committee by the USOC, USA Karate has jurisdiction over potential nominees.

An athlete who is to be nominated to the Team by USA Karate may be removed for any of the following reasons, as determined by USA Karate:

3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the USA Karate CEO.

3.1.2. Injury or illness as certified by a physician (or medical staff) approved by USA Karate. If an athlete refuses verification of his/her illness or injury by

a physician (or medical staff) approved by USA Karate, his/her injury will be assumed to be disabling and he/she may be removed.

- 3.1.3. Failure to participate in Mandatory Training and/or Competition as defined in Section 9 of these procedures.
- 3.1.4. Violation of USA Karate's Athlete Agreement and Code of Conduct (Attachment A).
- 3.1.5. Violation of USA Karate's SafeSport policies and procedures.

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per the USA Karate Bylaws Article 14 and the USOC's Bylaws, Section 9.

Once athlete entries have been submitted to the Local Organizing Committee by the USOC, the USOC has jurisdiction over the Team, at which time, in addition to any applicable USA Karate Code of Conduct, the USOC's Code of Conduct and Grievance Procedures apply. The USOC's Code of Conduct and Grievance Procedures can be found at:

<https://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman/Games-Info/Athlete-Conduct>  
<http://www.teamusa.org/Footer/Legal/Governance-Documents>

- 3.2. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, PASO, IPC, WADA, IF, USADA and/or USOC anti-doping protocol, policies and procedures, as applicable.

#### **4. REPLACEMENT OF ATHLETES**

- 4.1. Describe the selection and approval process for determining replacement athlete(s) should a vacancy occur:

- 4.1.1. prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Since all entries are by name, in the event of a vacancy, the Pan American Karate Federation will select the next eligible individual from the 2019 Pan American Qualifier.

- 4.1.2. after submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Since all entries are by name, in the event of a vacancy, the Pan American Karate Federation will select the next eligible individual from the 2019 Pan American Qualifier.

**5. SUPPORTING DOCUMENTS**

USA Karate will retain the approved Selection Procedures and all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the Closing Ceremony of the Games.

**6. REQUIRED DOCUMENTS**

In addition to the USOC Code of Conduct, the following documents are required to be signed by an athlete as a condition of nomination to the Pan American Games and are included as attachments:

USA Karate’s Athlete Agreement and Code of Conduct (Attachment A)

**7. PUBLICITY/DISTRIBUTION OF PROCEDURES**

The USOC approved Selection Procedures (complete and unaltered) will be posted/published by USA Karate in the following locations:

7.1. NGB/HPMO Web site: [www.usankf.org](http://www.usankf.org)

These procedures will be posted as soon as possible, but not more than five business days following notice of approval by the USOC.

7.2. Other:  
not applicable

**8. DATE OF NOMINATION**

The Nomination of Athletes form, including replacements, will be announced to all athletes and submitted to the USOC on or before: May 24, 2019

The Pan American Karate Federation will notify USA Karate and the USOC of the places the United States qualified for by April 10, 2019.

The USOC will confirm with Pan American Karate Federation the places they will use by April 20, 2019.

The Pan American Karate Federation will notify USA Karate and the USOC of the places United States qualified for based on unused places by May 20, 2019

**9. MANDATORY TRAINING AND/OR COMPETITION**

Specify the location, schedule and duration of mandatory training and/or competition:

No mandatory training is scheduled at this time. If mandatory training is added, athletes will be notified at least 30 days prior to the scheduled training.

**10. ANTI-DOPING REQUIREMENTS**

Athletes must adhere to all IOC, IPC, PASO, WADA, IF, USADA and USOC anti-doping protocols, policies and procedures, as applicable. This includes participation in Out-of-Competition Testing as required by the IOC, IPC, PASO, WADA, IF, USADA and USOC Rules, as applicable.

**11. DEVELOPMENT OF SELECTION PROCEDURES**

The following committee/group were responsible for creating these Selection Procedures:

Phil Hampel – CEO  
Tommy Hood – Head Coach  
Brian Ramrup – USOC AAC Representative

**12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES**

USA Karate Bylaws and Grievance Procedures can be found at:  
<https://www.teamusa.org/usa-karate/about-us/governance-documents>

**13. INTERNATIONAL DISCLAIMER**

These procedures are based on IOC, IPC, PASO, as applicable, and/or WKF rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IOC, IPC, PASO, as applicable, and/or WKF rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USA Karate. However, the selections are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

If any force of nature, or force majeure, should cause the alteration or cancellation of any of the selection events listed in this document, these selection procedures will be revised, pursuant to their resubmission to the USOC.




**14. ATHLETE OMBUDSMAN**

Athletes who have questions regarding their opportunity to compete that are not answered by USA Karate may contact the USOC Athlete Ombudsman, by:

- Telephone at (719) 866-5000
- Email at [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org)
- <http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman>

**15. NGB/HPMO SIGNATURES**

**I certify that I have read and understand the standards/criteria set by our IF and CF and incorporated those standards/criteria into our Selection Procedures. I further certify that the information provided herein regarding Athlete Selection Procedures represents the method approved by USA Karate.**

Position	Print Name	Signature	Date
USA Karate CEO	Phil Hampel		1/8/19
Nat. Team Head Coach	Tommy Hood		1-8-19
USOC Athletes' Advisory Council Representative*	Brian Ramrup		1/8/19

\* If the USOC AAC Representative has delegated authority to the Alternate AAC Representative to sign the Selection Procedures, attach a letter from the AAC Representative indicating the reason he/she has delegated authority.

\* Signature by the Athlete Representative constitutes that he/she has read and understands the Selection Procedures. If the Athlete Representative reads and does not agree with the Athlete Selection Procedures being submitted by the NGB/HPMO, he/she may submit those reasons in writing to his/her Sport Performance Team.

\* If, for some reason, a sport does not have an elected USOC AAC Representative, the NGB/HPMO must designate an athlete from that sport to review and sign the Selection Procedures.

**ATTACHMENT A – Athlete Agreement and Code of Conduct**  
**USA NATIONAL KARATE-DO FEDERATION**  
**NATIONAL TEAM ATHLETE AGREEMENT**

This National Team Athlete Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between \_\_\_\_\_ (“Athlete”) and USA National Karate-do Federation Inc, (USA-NKF). In consideration of Athlete being named as a member of the National Team and of the various and respective promises set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USA-NKF and Athlete agree as follows:

**I. INDEPENDENT CONTRACTOR AGREEMENT**

1. USA National Karate-do Federation Inc. (USA-NKF) is the recognized National Governing Body for the sport of Karate in the United States in accordance with the *Ted Stevens Olympic and Amateur Sports Act*, 36 U.S.C. 220501 *et. Seq.* (the “Sports Act”). As such, USA-NKF prescribes rules and standards for competition in the sport; provides financial and administrative assistance, support and other services to eligible athletes; generally promotes, governs and fosters karate in the United States; and sponsors and sanctions national events and exhibitions in the sport.
2. USA-NKF is a member of the World Karate Federation (WKF), the international governing body of karate as recognized by the International Olympic Committee (IOC), and has agreed and is obliged to abide by the rules and regulations of the WKF.
3. Athlete is an athlete who is eligible to compete in competitions sponsored and/or sanctioned by USA-NKF or the WKF. Athlete has been selected to represent USA-NKF for the terms of this Agreement as a member of the USA-NKF National Team (the “National Team”) and in various programs, competitions and events sponsored and/or sanctioned by USA-NKF.

**II. FINANCIAL CONSIDERATION:**

Appendix A contains a summary of the financial support provided by USA-NKF and the USOC.

The following highlights the support USA-NKF will provide:

- Direct Athlete Support through K1 Travel reimbursement for National Team Members designated as Tier 1 Athletes by the USOC in the Performance Partnership Agreement
- Register and pay the event fees for the seven (7) Karate1 Premier League Events for the US Athletes ranked in the top 50 WKF ranking; PKF Continental Championship for 2 national team members representing the US and WKF World Championship for 1 national team member representing the US.
- Reimburse approximately 50% of the hotel and airfare allowance for 1<sup>st</sup> seed athletes to attend the PKF Continental Championship and WKF World Championship.
- Reimburse 100% of the hotel and airfare allowance for any athlete that earns a medal at the PKF Continental Championship or WKF World Championship.



USA-NKF and the USOC Sports Performance Team reserve the right to terminate funding of an athlete if their performance fails to maintain the Tier 1 or Tier 2 standard or if an athlete is determined to have failed to meet the expectations of an athlete seeking to become an Olympian.

### **III. NATIONAL TEAM CODE OF CONDUCT:**

#### **ATHLETE PLEDGE**

Athlete pledges to uphold the spirit of this Agreement (the “Code”), which offers a guide to his conduct as a member of the USA-NKF National Team (the “Team”). Athlete recognizes that this Code does not establish a complete set of rules which prescribes every aspect of appropriate behavior but accepts these rules and further acknowledges that they will be held responsible for principles of humility, discipline and personal integrity which are the foundation of the Art of Karate. USA-NKF acknowledges that Athlete has a right to a hearing if Athlete believes that his opportunity to compete is denied or if Athlete is charged with a violation of this Code.

Athlete acknowledges that he has familiarized himself with the Code and understands that acceptance of its provisions is a condition of his selection to the Team.

Athlete agrees to the following:

1. will abide by all rules related to the Team selection procedures and eligibility for The Team as set forth by USA-NKF;
2. will act in a sportsmanlike manner consistent with the spirit of Karate-do, fair play and responsible conduct;
3. will maintain a level of fitness and competitive readiness that will permit Athlete to compete satisfactorily in USA-NKF training camps and National and International competitions designated by USA-NKF. Accordingly, Athlete agrees to train and compete as a member of the National Team and to fulfill the National Team training and competition program, including full-time participation in designated USA-NKF residency programs. Athlete agrees that (1) his unexcused failure to participate fully in any designated training camp or competition or (2) his arrival at the official camp or competition weigh-in more than five (5) pounds overweight shall be cause for disciplinary action, which may include any or all of the following: (i) a reprimand; (ii) suspension from the Team; (iii) withholding of financial support or stipend payments; (iv) imposition of fines (including with respect to reimbursement of expenses incurred by USA- NKF); (v) removal of Athlete from the Team; (vi) termination of this Agreement; or (vii) any combination of the foregoing.
4. will be responsible for apparel, protectors and equipment (“gear”) issued to Athlete by USA-NKF, and, to the extent that replacement gear must be issued to Athlete because of Athlete’s failure to properly maintain or account for previously issued gear, Athlete will pay USA-NKF’s cost for providing such replacement gear and any fine imposed by USA-NKF;
  - a. Domestically – Athletes are able to choose their own protectors for competition as long as protectors are USA-NKF and WKF approved.
  - b. Internationally – Athlete may be required to utilize protectors and Gis provided by USA-NKF.
5. will not commit a doping violation as defined by the International Olympic

- Committee (IOC), Pan American Sports Organization (PASO), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the United States Olympic Committee (USOC) or the World Karate Federation (WKF) rules;
6. is not currently subject to a doping violation penalty and does not have a pending or unresolved doping charge;
  7. will not engage in any conduct that is criminal under any laws applicable to Athlete, including, but not limited to, laws governing the possession and use of drugs and alcohol and provision or distribution of drugs to any person and of alcohol to minors;
  8. while traveling as a member of the National Team US laws will be followed by all team members in addition to the local laws;
  9. is eligible to compete under the WKF rules;
  10. will refrain from conduct detracting from Athlete's or Athlete's teammates' ability to attain peak performance;
  11. will respect the personal and public property of others;
  12. will respect members of the Team, other teams, spectators, coaches and officials, and will engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
  13. will be compliant with USA-NKF's SafeSport Policies and have reviewed the Participant Safety Handbook, completed background screening as defined by USA-NKF and training provided by the US Center for SafeSport;
  14. will follow the Team's rules, including, by way of example, dress codes and rules regarding curfew, required attendance at team meetings, practices or functions and other rules that may be imposed while Agreement is in effect, provided that these rules have been distributed to Athlete in advance in written form;
  15. is aware that USA-NKF's sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, will wear designated USA-NKF apparel at all official Team functions and events;
  16. will not conceal or cover-up any USA-NKF sponsor, supplier or licensee brand or other identification appearing on Athlete's USA-NKF apparel;
  17. agrees to be filmed and photographed by the official photographer(s) and network(s) of USA-NKF under conditions authorized by USA-NKF and to give event organizers and USA-NKF the right to use his name, picture, likeness, and biographical information before, during and after the period of Athlete's participation in these activities to promote USA-NKF, amateur karate or the success of any USA-NKF team; provided that in no event may USA-NKF or the event organizers use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's written permission;
  18. will not use or authorize the use of photographs, films or videos of Athlete in USA-NKF apparel or equipment or the use of the USA-NKF logo for the purpose of trade, without the prior written consent of USA-NKF, which consent shall not be unreasonably withheld;
  19. will represent USA-NKF in public relations and fundraising efforts as reasonably requested by USA-NKF;
  20. will abide by the constitution, by-laws, rules and regulations of USA-NKF, the USOC,

- the IOC, WKF, PASO and the United States Anti-Doping Agency;
21. will act in a way that will bring respect and honor to Athlete, his teammates, USA-NKF and the United States;
  22. to comply with USA-NKF Social Media Policy. See Appendix B;
  23. to be current in all USADA Whereabouts forms and random screenings;
  24. to immediately inform USA-NKF of any change of address, email and telephone number;
  25. to respond to the National Office's requests and emails promptly;
  26. to represent USA-NKF in a manner of good sportsmanship in all domestic and international competitions. USA-NKF will address behavior by athletes that is determined to be detrimental to the image of USA-NKF, fellow teammates, or coaches. Sanctions could include loss of financial support and/or suspension from current and future competitions;
  27. to display a USA Flag patch during PKF and WKF competitions and the USA National Karate-do Federation Traditional Patch for USA-NKF Signature Events on their competition Gis. Competition Gis must meet the requirements as defined in the WKF Rules of Competition;
  28. to abide by USA-NKF, USOC, IOC, WADA, USADA, PKF, and WKF constitutions, bylaws, rules and regulations; and
  29. will act in accordance with the knowledge that Athlete is an ambassador for his sport, his country and the International Karate and Olympic Movements.

#### Forfeitures

If Athlete chooses not to participate in any of the following, or fails to provide adequate notification to reschedule his or her participation in any of the following. Athlete will forfeit financial support:

- a. Failure to participate in Mandatory (funded) Team Training Camps
- b. Failure to participate in USA Open
- c. Failure to participate in USA National Championship
- d. Exceptions may be made for medical reasons or by agreement with the Chief Executive Officer.

#### Fines

- a. Failure to make the assigned weight for a competition: repayment of trip cost, or \$500, whichever is greater.

#### PKF and World Championships

- a. Injury Removal Process. In the process of training and competing between the Team Trials and the PKF and World Championships, if a Team Member sustains an injury or is unable to train due to medical reasons, the National Head Coach with the designated Medical Staff may remove an athlete from the National Team and replace them with the next highest ranked National Team member, provided the replacement individual is meeting the training requirements as determined by the National Team Coaching Staff. If the second, third or fourth ranked athletes do

not meet the training standard, then a special trial for the National Team may be conducted.

Failure to abide with any part of the Athlete Agreement and Code of Conduct shall be grounds for removal of Athlete from the National Team, withholding payments pertinent to this Agreement, or other disciplinary action by USA-NKF. Contractual obligations of the USA-NKF to Athlete shall terminate upon the date of such removal. Per the Sports Act, USOC Bylaws and USA-NKF Bylaws, Athlete may have rights to certain due processes, including hearing(s), before being declared ineligible.

#### IV. TRAINING AND COMPETITION

1. Each Athlete is encouraged to maintain a training and competition log.
2. Each National Team Member is required to maintain an attitude conducive to a positive team atmosphere.
3. Each Athlete is required to follow the structure of the camps and competitions as established by the National Coaching Staff. Failure to follow these requirements may result in removal from team.

#### IV. RETIREMENT

Once an Athlete determines his or her retirement, he or she is required to immediately notify USA-NKF. Stipends earned to that point, which are paid by USA-NKF, will be available for use or paid in one lump-sum payment. Payments as part of the National Team Karate Agreement that are paid by the USOC may have different requirements than that of USA-NKF with regards to retiring athletes. Athletes must meet USOC standards for the part of the National Teams Karate Agreement that is paid by the USOC.

#### V. RELEASE AND GRANT OF PERMISSION – LICENSING, SPONSORSHIP, FUNDRAISING, APPEARANCES AND PROMOTIONAL ACTIVITY

1. Athlete hereby agrees and grants to USA-NKF the right to use (and to license to others to use), in connection with any matter associated with promotion, publicity, licensing, sponsorship, fundraising, commercial ventures or other activities relating to the affairs of USA-NKF (such matters shall hereinafter be referred to as “USA-NKF Fundraising or Promotional Activities”), use of Athlete’s name, initials, likeness, identity, signature, facsimile and biographical sketch, as well as film, photograph or sketched image of Athletes and/or Athlete’s performances, as a member of the National Team (“Athlete Identifications”); provided, however, that no such use of Athlete Identifications may be for the purpose of any association of Athlete, individually, with any specific products, goods or services, or for any direct or implied endorsement of any products, goods or services by Athletes, without the prior written permission of Athlete. USA-NKF and its licensees shall be entitled to make sure use of Athlete Identifications in film, video, photographs, television, posters, social media or any other reproductions in which members of the National Team appear on a group basis, meaning applications involving the images of three or more athletes in a group

- engagement or collage (still or video). Athlete acknowledges that footage from all USA-NKF may grant rights therein. Duplication or use for commercial gain without the written permission of USA-NKF is prohibited. It is understood that the release and grant of rights by Athletes to USA-NKF under this paragraph does not include Athlete Contractual Agreements as Contemplated by Article VI of this Agreement.
2. So long as Athlete is a member of the National Team, Athlete will use best efforts to positively support USA-NKF Contractual Agreements and USA-NKF Fundraising and Promotional Activities and will not make any private or public negative statements about such agreements, the parties thereto, or any product affected thereby. Furthermore, Athlete will abide by all reasonable requirements of Athlete caused by such agreements, treating all parties thereto with courtesy and respect, and not exploiting the arrangement for individual benefit to the exclusion of USA-NKF or the National Team.
  3. No use as contemplated in subparagraph 1 above shall be made which is not in conformity with the eligibility requirements of the Sports Act or the WKF, IOC or USOC constitution, bylaws, rules or regulations.
  4. The release and grant of rights given by Athlete will continue for the term of any promotional contract which is entered into by USA-NKF during the term of this Agreement.
  5. In the event Athlete is no longer a member of the National Team, USA-NKF shall be entitled to leave all fundraising, promotional, advertising and commercial materials in place and will not be required to withdraw existing materials from circulation as a result of this Agreement having expired or having been terminated.

## VI. ATHLETE CONTRACTUAL AGREEMENTS

1. It is acknowledged that Athlete has the exclusive right to contract, solicit or negotiate sponsorships, endorsements or marketing agreements with third parties for the use of Athlete's Identifications as an individual (such third party agreements shall hereinafter be referred to as "Athlete Contractual Agreements").
2. Athlete Contractual Agreements must meet the following conditions:
  - a. The Athlete Contractual Agreement shall not include the right to photographic film, video, sketch, or other likeness of Athlete wearing National Team equipment or logo or referring to Athlete as having worn such without explicit written approval in advance from USA-NKF.
  - b. Athlete may not use or authorize the use of USA-NKF's name, design, uniform, or logo for purposes of trade, including any use in a manner that would express or imply an endorsement of any company, product, or service by USA-NKF or the National Team, without USA-NKF's express written permission.
  - c. An Athlete Contractual Agreement shall not be detrimental to the image of the National Team or USA-NKF, or place demands upon Athlete which would seriously interfere with Athlete's performance with the National Team or fulfillment of Athlete's obligations under this Agreement.
  - d. Athlete Contractual Agreements must be in compliance with any applicable requirements of the Sports Act or the WKF, IOC or USOC constitution, bylaws,

- rules or regulations.
- e. Athlete Contractual Agreement must not conflict with any National Team Sponsorship Agreements or USOC Sponsorship Agreements.
3. USA-NKF shall have no right to compensation from properly approved, executed and administered Athlete Contractual Agreements.

## VII SUBSTANCE ABUSE

Athlete acknowledges, understands and agrees that "Substance abuse", as that term is commonly defined, or as that term may now or hereafter be defined under applicable rules, regulations and/or protocols of USA-NKF, WKF, the USOC, USADA, WADA, or the IOC, whether relating to alcohol, drug or other substances, is grounds for immediate termination of the financial benefits afforded to Athlete under the terms of this Agreement and immediate dismissal of Athlete from the National Team, as well as disciplinary proceedings under the USA-NKF Athlete Code of Conduct and/or Bylaws. In consideration for financial benefits under this Agreement, Athlete agrees to submit to such tests for drug or other substance usage. Athlete may also be the subject of termination of financial benefits afforded to Athlete under the terms of this Agreement for conduct not in accordance with the USA-NKF Athlete Code of Conduct and the USOC Code of Conduct.

## VIII. CITIZENSHIP REQUIREMENT

Athletes on the National Team must be eligible for competition in the PKF Championship, WKF World Championships, Pan Am Games and the Olympics as determined by USOC and WKF guidelines. National Team members must be citizens of the United States and must be eligible to represent the USA in WKF recognized international competitions. Athletes are not permitted to compete for any other Country.

## IX. DISCIPLINARY AND GRIEVANCE PROCEDURES

1. Subject to any grievance or dispute resolution procedures that may be available to Athlete under the By-Laws of USA-NKF, the Bylaws of the USOC, or the Sports Act, any Athlete who violates any term of this Agreement or National Team rules is subject to disciplinary action which may include: a reprimand; suspension from the National Team; withholding of stipend, support or payments; dismissal from the National Team; or a combination of such actions.
2. Athlete agrees that any disciplinary penalty, grievance or dispute that is resolved through available administrative procedures of USA-NKF or the USOC shall be final and binding, subject to the right, if available under the circumstances, to go to arbitration in accordance with the rules of the American Arbitration Association once Athlete has exhausted all of the administrative remedies available within USA-NKF and/or the USOC, or as available under the Sports Act. Athlete waives his or her right to bring suit in any court of competent jurisdiction regarding any disciplinary sanction, grievance or dispute regarding this Agreement or any part hereof.

## X. ACCIDENTS OR INJURIES

Athlete acknowledges and agrees that Karate is an activity that involves the risk of bodily injury, including possible paralysis or death, as well as the loss of or damage to property. Athlete knowingly and freely assumes all such risk for and on behalf of himself, his heirs, assigns, and next of kin. Athlete, for and on behalf of himself, his heirs, assigns and next of kin, releases, holds harmless and waives any claim or right to sue or hold responsible USA-NKF, the National Team, the National Team coaches, the organizers of the several Olympic, national or international trials events, the USOC, the IOC, the WKF, and all of the directors, officers, members, sponsors, officials, agents and/or employees of any of the above-named organizations, with respect to any and all such injury, paralysis, death, except that which results from gross negligence or willful or wanton misconduct by any of the above.

## XI. HEADINGS

The paragraph headings contained herein are for convenient reference only. They shall not be used in any way to govern, limit, modify or construe this Agreement and shall not be given any legal effect.

## XII. CONFIDENTIALITY

Athlete warrants to keep the terms and conditions of this Agreement strictly confidential and not to divulge or disclose the terms and conditions to any third party other than legal counsel and athlete representatives.

## XIII. GOVERNING LAW

This Agreement has been entered into in the State of Colorado and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of Colorado.

## XIV. WAIVER

The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as continuing waiver or relinquishment thereof, and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

## XV. ENTIRE AGREEMENT

This writing and the attached addendum constitute the entire Agreement between the parties hereto and may not be changed or modified except in writing signed by the party or parties to be charged thereby.

## XVI. NOTICES

All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or four (4) days after mailing by United States certified or registered mail, postage prepaid, addressed to the following parties, or their successors in interest or such other addresses as the parties may designate by written notice in the aforesaid manner as a courtesy a copy should also be emailed:

USA-NKF:  
Phil Hampel, Chief Executive Officer  
1631 Mesa Ave, Suite A1  
Colorado Springs, Colorado 80906

Email: [phampel@usankf.org](mailto:phampel@usankf.org)

Athlete:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Signatures appear on following page.]**

Signed by USA-NKF and Athlete as of the date first appearing above.



**ACCEPTED AND AGREED:**

**ATHLETE**

\_\_\_\_\_

**Athlete's Signature**

\_\_\_\_\_

\_\_\_\_\_

**Athlete's Name**

\_\_\_\_\_

**Guardian's Signature (if under 18)**

\_\_\_\_\_

\_\_\_\_\_

**Guardian's Name**

**USA National Karate-do Federation**

\_\_\_\_\_

\_\_\_\_\_

**Phil Hampel**

**Chief Executive Officer**

## Appendix A: Athlete Support Model

### National Team Support

- No charge to compete at the team trial event
- Discounted fee charged for Colorado Springs Mini Camp
- No charge for 1<sup>st</sup> and 2<sup>nd</sup> seeds to compete at the US Open
- PKF and WKF travel support the same as 2017
  - Reimburse approximately 50% of Hotel and Airfare allowance to 1<sup>st</sup> seed athletes
  - Reimburse 100% Hotel and Airfare allowance for any medal winner
- USOC Sports Performance Team's Sports Psychologist and Nutritionist to travel with the team PKF and WKF Championships
- Service Provider Educational support at team trial and other selected camps
- Operational Gold Incentives for Individual Events at TBD event

### Karate 1 Premier League Support – All US Athletes

- National Coach to be sent to each event except Istanbul Open
- Referee Support
- Top 50 Registration Fees for the Premier League paid by USA-NKF (\$8,000 - \$10,000)

### Performance Based Support

- Medal incentive Fund \$25,000 distributed by allocation to points earned for medals at the PKF Continental Championship and Karate1 Premiere League and Series A events (5 pts – gold, 3 pts – silver, 1pt – bronze)
- Top 20 WKF ranked athletes (Tier 1 and Tier 2)
  - Sport Psychology and Nutrition Consultation from USOC Sport Performance
  - OTC Access – as approved by USA-NKF and USOC Sport Performance
  - Sport Med Services– as approved by USA-NKF and USOC Sport Performance
  - OTC recovery Services– as approved by USA-NKF and USOC Sport Performance
- Tier 1 –
  - Fully fund 3 top 12 WKF ranked athletes – locked in for 3 months based on 1/15/2019, 4/15/2019, 7/15/2019 and 10/15/2019 ranking
  - \$2000/month stipend from USOC - \$72,000
  - Elite Athlete Health Insurance
  - Up to \$24,000 travel reimbursement for K1 events
  - Normatec recovery suit for local training to be brought to all events for team use (USA-NKF purchased in 2017)

## **Appendix B – Social Media Policy and Guidelines**

### **USA National Karate-do Federation Social Media Policy and Guidelines**

USA National Karate-do Federation (USA-NKF) encourages the use of social media to interact with our membership, supporters and fans. We encourage our athletes to maintain a profile limited to their athlete persona. Social Media is a very personal space and as an athlete you may not want to share the same amount of information with your fans as you do your family and friends.

Please note that the opinions and comments expressed on social media sites (Facebook, Twitter, Instagram, Snapchat, LinkedIn etc.) do not reflect the opinions and positions of USA National Karate-do Federation, its Board of Directors or its employees.

As a national team member of USA National Karate-do Federation I agree to the following Policy:

1. I am responsible for my online presence, including my posts and any photos, videos or other recordings posted by others in which I appear.
2. I will not degrade my opponents before, during, or after competition.
3. I will post only positive things about my teammates, coaches, officials, and opponents.
4. I will use social media to purposefully promote abilities, team, community, and social values.
5. I will review my posts before they are posted to ensure that I am maintaining a professional presence on Social Media.
6. I will ignore any negative comments about me and will not retaliate.
7. I am aware that I represent the sport of karate, traditional karate, USA-NKF, PKF, WKF, USOC and the Olympic Movement, family and community at all times, and will do so in a positive manner.
8. I will avoid using profane or obscene language or content.
9. I will not post content that promotes, fosters, or perpetrates discrimination based on race, creed, color, age, religion, gender, marital status, national origin, physical or mental disability, or sexual orientation.
10. I will not infringe on copyrights or trademarks.
11. I will not post content that defames USA National Karate-do Federation (USA-NKF, USA Karate), Pan-American Karate Federation (PKF), World Karate Federation (WKF), United States Olympic Committee (USOC), US Anti-Doping Agency (USADA), World Anti-Doping Agency (WADA) or US Center for SafeSport by name or the name of it's board of directors, executive team, staff, coaches, officials, tournament staff, official sponsors, etc.
12. I will not post content that defames any USA-NKF Sponsor or its products or services.
13. I will not disclose any Confidential or non-public information.

### **Social Media Guidelines**

Always remember that Social Media is a very powerful tool and has a very unpredictable reach.

- Conversations and posts are never completely private.
- Nothing on the internet is every guaranteed to be deleted and a screen shot of an errant post can cause as much a problem as the post would have.
- What you post and repost are reflections of you and your personal brand.

Our members and fans reflect a wide range of ages, experiences, origins, languages that social media can help us to connect with.

Below are some important guidelines to follow:

### **Understand the Audience**

Is your post something you would want your parents or grandparents to know? Are you presenting a positive message for a younger athlete that looks up to you? Are you creating drama with a coach or fellow team member? The audience is broad on Social Media so you need to think before you post.

### **Understand the Potential Consequences**

Your posts represent who you are, it is your personal brand. Your relationship with USA-NKF also makes your posts a reflection on our federation's reputation. We have seen plenty of stories in the news where people have lost jobs, been passed over for positions, sued for misrepresenting another person or a brand. Recently, a softball team in Virginia was disqualified for a picture they posted on snap chat. Here is a link to the article from USA Today <http://usatodayhss.com/2017/atlee-softball-snapchat-leads-disqualification>

Words and pictures have great power and need to be used carefully and with purpose.

Remember that your post may be the first impression you make on someone.

### **Avoid Posting When Your Angry or Upset**

Your mental state at the time of the post is important. Think before you post to make sure that you are accurately reflecting your true self.

### **Be Genuine**

Your posts reflect who you are. We don't want athletes to play a role for social media. All our athletes have their own stories. Your personal "why", your triumphs and your defeats, your reelections, your fears and your joy. These are what makes you who you are. The world is interested in you. What you need to make sure is that you reflect who you are with purpose, it's very easy to post something that is interpreted very differently than you intended. Make sure your post reflects who you are.

### **You Represent our USA-NKF Brand and the USOC Brand**

Your relationship to USA-NKF has an impact on our brand as a national governing body and the entities we are associated with like the WKF and USOC. We participate in a sport that unlike most sports also has a rich tradition of values that our athletes practice their entire life. It's important in our interactions that we stay true to the meaning of karate-do and not

just points and rankings. Our sport is unique because it has a training component that allows people of all ages to participate and gain the benefits of training in karate.

Your stories will encourage people to become involved in training and then become involved in competition.

Be courteous, humble and kind.

### **Share Pictures of Your Journey**

Fans love to be a part of your quest for excellence. The behind the scenes images help them to better understand the effort and hard work that goes into being an athlete. A picture tells a thousand words.

### **Post Frequently to Stay Connected and Relevant**

Followers like to follow your journey and the social media platform rewards engagement. So be sure to post often to keep you followers engaged.

### **USA-NKF usage of Social Media**

We currently use Facebook, Twitter and Instagram to engage our members and fans. We focus our Social Media activities on:

- Communicating information about sanctioned events, using social media as a way to encourage members to participate in these events.
- Profiling team members, coaches or notable alums, to help the karate community get to know one another.
- Repost information from our national team members to share our athlete's journeys.
- Promote USA-NKF events, programs and news to grow our member engagement and membership.
- Share event results and member accomplishments.