

**USA Taekwondo**  
**ATHLETE SELECTION PROCEDURES**  
**2015 Pan American Games**  
**June 25, 2014**  
**Amended December 11, 2015**

**1. SELECTION SYSTEM**

1.1. Provide the minimum eligibility requirements for an athlete to be considered for nomination 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) (PAG and PPAG only) 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 IOC Charter (Rule 42), 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) standards for participation (if any):

- World Taekwondo Federation (WTF); Rules of Competition, Article 4. Contestants, Section 1  
[http://www.wtf.org/wtf\\_eng/site/rules/competition.html](http://www.wtf.org/wtf_eng/site/rules/competition.html)
- Holder of Taekwondo Dan certificate issued by the Kukkiwon or WTF.
- Competitors must be at least 17 years of age on December 31, 2015.

- 1.1.4. Other requirements (if any):
- Athlete must be a USA Taekwondo member in good standing.

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.

Phase 1 – 2015 Pan American Games Team Trials and Phase 2 – 2015 Pan American Games Team Fight-Off: April 11, 2015, in Fresno, CA during the California State Championships ~~Dates and locations to be determined (anticipated spring 2015) and will be announced at least 30 days prior to the commencement of the event.~~

- 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).

Eligible athletes, as defined above, ranked in the top 60 in the World Taekwondo Federation (WTF) Olympic Point Ranking System as of ~~two (2) months prior to the date on which the Phase 1 – 2015 Pan American Games Team Trials will take place~~ March 19, 2015, will be invited to participate in Phase 1 – 2015 Pan American Games Team Trials. Athletes earn WTF Olympic ranking points based on their results at any “G” ranked WTF-sanctioned event including “G” ranked Opens, Grand Prix events, World Championships and Pan American Games.

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

The 2015 Pan American Games Team will be selected at the conclusion of Phase 1 – 2015 Pan American Games Team Trials and Phase 2 - 2015 Pan American Games Team Fight-Off. Maximum team size is 4 men and 4 women. USA Taekwondo will select athlete(s) for all quotas earned by USA Taekwondo.

**Weight Divisions Contested at Phase 1 – 2015 Pan Am Games Team Trials, Phase 2 – 2015 Pan American Games Fight-Off and the 2015 Pan American Games**

Men's Divisions		Women's Divisions	
Not exceeding 58 kg	Fly	Not exceeding 49 kg	Fly
Over 58 kg & not exceeding	Feather	Over 49 kg & not exceeding	Feather

68 kg		57 kg	
Over 68 kg & not exceeding 80 kg	Welter	Over 57 kg & not exceeding 67 kg	Welter
Over 80 kg	Heavy	Over 67 kg	Heavy

**Phase 1 - 2015 Pan American Games Team Trials**

The two (2) age-eligible athletes who advance to the finals per gender in each of the four (4) weight divisions at the Phase 1 – 2015 Pan Am Games Team Trials (see below) will advance to Phase 2 – 2015 Pan American Games Team Fight-Off. Phase 2 – 2015 Pan American Games Team Fight-Off will take place immediately following the conclusion of Phase 1 – 2015 Pan American Games Team Trials.

Exception #1: If there are only two age-eligible athletes in a weight division within the top-60 of the WTF Olympic Rankings, Phase 1 will not be necessary and both athletes will advance to Phase 2 – 2015 Pan American Games Team Fight-Off.

Exception #2: If there is only one age-eligible athlete in a weight division within the top-60 of the WTF Olympic Rankings, neither Phase 1 or Phase 2 will be necessary and the athlete will automatically be nominated to fill the quota for that qualified weight division.

Exception #3: If there are no age-eligible athletes within a weight division who are ranked within the top-60, the next highest age-eligible ranked athlete according to the WTF Olympic Rankings as of ~~2 months prior to the date on which Phase 1 – 2015 Pan American Games Team Trials will take place~~ March 19, 2015, will automatically be nominated to fill the quota for that qualified weight division.

**Phase 2 – 2015 Pan Am Games Team Fight-Off**

At the Phase 2 – 2015 Pan American Games Team Fight-Off, the first place finisher from Phase 1 – 2015 Pan American Games Team Trials only needs to beat the second place finisher once to be declared the winner, while the second place finisher from Phase 1 – 2015 Pan American Games Team Trials will need to beat the first place finisher twice to be declared the winner. In the case of a tie at the end of regulation, standard sudden death regulations apply (<http://www.teamusa.org/USA-Taekwondo/Events/Competition-Rules>).

In the case of Exception #1 above where there is no need for Phase 1 – 2015 Pan American Games Team Trials, if one of the two athletes is ranked in the

top-10 of the WTF Olympic Rankings, the Fight-Off will be conducted as described in the paragraph above, i.e., the athlete with a top-10 ranking will only need to beat the opponent once while the athlete who does not have a top-10 ranking will need to win twice to be declared the winner. However, if neither athlete has a top-10 ranking and did not have to compete in Phase 1, the first athlete to beat the opponent twice will be declared the winner.

The winner per gender in each of the four (4) weight divisions at the Phase 2 - 2015 Pan Am Games Team Fight-Off will earn a spot on the 2015 Pan American Games Team provided the 2015 National Team Athlete Agreement (attachment B) is signed and a slot has been earned at the Pan American Games Qualification Tournament, March 11-12, 2015, held in Aguascalientes, Mexico ~~(per WTF, event to be held in Mexico, late 2014/early 2015)~~.

## **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 acceptance of nominations by the USOC, the NGB has jurisdiction over potential nominees.

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

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the NGB CEO/Executive Director.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by the NGB. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by the NGB, his/her injury will be assumed to be disabling and he/she may be removed.
- 3.1.3. Violation of the NGB's Code of Conduct (Attachment A).
- 3.1.4. Violation or not following the guidelines of the National Team Athlete Agreement (Attachment B).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per the NGB's Bylaws (USAT Bylaws, Section 15, Complaint Procedures) and the USOC's Bylaws, Section 9.

- 3.2. Once an athlete nomination is accepted by the USOC, the USOC has jurisdiction over the Team, at which time, in addition to any applicable NGB 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:  
<http://www.teamusa.org/For-Athletes/Athlete-Ombudsman/Games-Information.aspx>
- 3.3. 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:

If a replacement athlete is necessary, then the second place finisher from Phase 2 – 2015 Pan American Games Team Fight-Off will fill the vacancy. If the second place finisher from Phase 2 is not available, then the third place finisher from Phase 1 – 2015 Pan American Games Team Trials will be offered the slot, and so on.

Under Exceptions #1-3 as described above, if the second place finisher from Phase 2 – 2015 Pan American Games Team Fight-Off is not available (for Exception #1), or if Phase 1 or Phase 2 was not

conducted, then the next ranked U.S. athlete in that weight division according to the WTF Olympic Ranking system at the time of replacement will be nominated for that weight category slot.

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

If a replacement athlete is necessary after submission of entries by name, the open slot will be reallocated by the PATU executive committee, in agreement with PASO.

## 5. SUPPORTING DOCUMENTS

USA Taekwondo 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 DOCUMENT

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:

**Code (attachment A)**  
**Athlete Agreement (attachment B)**

## 7. PUBLICITY/DISTRIBUTION OF PROCEDURES

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

- 7.1. USA Taekwondo Web site: <http://www.teamusa.org/USA-Taekwondo/HP>

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: N/A

## 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 22, 2015

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

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

National Team Camp – Performance Enhancement Prep. Once an athlete is qualified to the 2015 Pan American Games Team, he/she shall actively participate in one (1) mandatory preparation camp that will take place in a location to be determined over the course of the months leading up to the 2015 Pan Am Games. Notification of the dates and location will be given no less than 30 days from the start of the camp. Waivers from the camp are not permitted, unless there are extraordinary circumstances. At that point, it is reviewed and either accepted or rejected by the USAT CEO, Director of High Performance and National Team Head Coach.

**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 (include names and titles) was responsible for creating these Selection Procedures:

- Nia Abdallah, athlete, USA Taekwondo
- Bruce Harris, CEO, USA Taekwondo
- Patrick Wentland, Director of High Performance, USA Taekwondo
- Patrice Remarck, National Team Coach, USA Taekwondo

**12. NGB BYLAWS AND GRIEVANCE PROCEDURES**

The USA Taekwondo Bylaws and Grievance Procedures can be found at:  
<http://www.teamusa.org/USA-Taekwondo/Resources>

**13. INTERNATIONAL DISCLAIMER**

These procedures are based on IOC, IPC, PASO, as applicable, and/or WTF 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 WTF rules and regulations

will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USA Taekwondo. 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 Taekwondo may contact the USOC Athlete Ombudsman, ~~John W. Ruger~~, by:

- Telephone at (719) 866-5000
- ~~Toll free telephone at (888) ATHLETE (1-888-284-5383)~~
- E-mail at [athlete.ombudsman@usoc.org](mailto:athlete.ombudsman@usoc.org) ~~john.ruger@usoc.org~~
- <http://www.teamusa.org/For-Athletes/Athlete-Ombudsman.aspx>

#### 15. NGB SIGNATURES

**I certify that I have read and understand the standards/criteria set by our IF and/or CF (PAG/PPAG only) 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 Taekwondo.**

Position	Print Name	Signature	Date
NGB President or CEO/Executive Director	Bruce Harris		11 DEC 14
USOC Athletes' Advisory Council Designee*	Nia Abdallah		12/11/14
NGB National Team Head Coach	Patrice Remarck		12/12/14
NGB Director of High Performance	Patrick Wentland		12/11/14

\* 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, 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 must designate an athlete from that sport to review and sign the Selection Procedures.**

# USA Taekwondo Code of Conduct

## ATHLETE & STAFF PLEDGE

I pledge to uphold the spirit of the USA Taekwondo Code of Conduct (the “Code”), which offers a guide to my conduct as a member of the USA National Team (the “Team”). I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my selection to the Team.

### **As a Member of the Team, I hereby promise and agree that I:**

- will abide by all published rules related to the Team selection procedures as approved by USA Taekwondo;
- 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 my performance to be at the maximum of my abilities;
- will submit to a physical examination by USA Taekwondo medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury 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 International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the United States Olympic Committee (USOC) or the World Taekwondo Federation (WTF) rules;
- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;
- 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;
- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- am eligible to compete under the rules of World Taekwondo Federation;

- am in possession of a valid USA passport, that will not expire prior to six months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;
- 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 respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's written rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;
- am aware that USA Taekwondo sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, I will wear designated USA Taekwondo apparel at all official Team functions and events;
- will not conceal or cover-up any USA Taekwondo sponsor, supplier or licensee brand or other identification appearing on my USA Taekwondo apparel;
- will abide by the rules of the World Taekwondo Federation concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos.
- agree to be filmed and photographed by the official photographer(s) and network(s) of USA Taekwondo under conditions authorized by USA Taekwondo and give event organizers and USA Taekwondo the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete; in no event may USA Taekwondo or the event organizers use or authorize the use of my name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product, or service, without my written permission;
- will not use or authorize the use of photographs, films or videos of myself in my USA Taekwondo apparel or equipment or the use of the USA Taekwondo logo for the purpose of trade, without the prior written consent of USA Taekwondo;
- will attempt to participate in media activities if compatible with my training and competitive schedule, when requested by USA Taekwondo;
- understand that if I require legal representation because I am accused of a doping violation or

am accused of criminal misconduct, or if for any other reasons I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;

- will act in a way that will bring respect and honor to myself, my teammates, USA Taekwondo and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement.

### ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman, ~~toll-free at 888.ATHLETE (1.888.284.5383)~~ or [John.Ruger@usoc.org](mailto:John.Ruger@usoc.org) for further information regarding my rights under this Code that are not answered by USA Taekwondo by telephone at (719) 866-5000 or email at [athlete.ombudsman@usoc.org](mailto:athlete.ombudsman@usoc.org).

### PARTICIPANTS' AFFIRMATION

I have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being selected to participate as a member of the Team.

---

Signature

Date

---

Print Name

### PARENT/GUARDIAN CERTIFICATION (For Participants Under the Age of 18 as of Date of Signature)

---

Signature

Date

---

Print Name and Relationship (Parent or Guardian)



## USA Taekwondo Athlete Agreement 2015 Pan American Games Team

1. THIS ATHLETE AGREEMENT, effective as of completion of 2015 Pan American Games Team Trials (the "Effective Date"), is by and between USA Taekwondo, a Colorado nonprofit corporation having its principal office at 1 Olympic Plaza; Colorado Springs, Colorado 80909, and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and USA Taekwondo may be collectively referred to herein as the "Parties" and each individually as a "Party."

### Recitals

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

Athlete desires to participate in the Athlete Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### Agreement

**1. Term.** This Agreement shall commence as of the Effective Date and shall continue through the conclusion of the 2015 Pan American Games, unless earlier terminated as set forth in Section 6.

**2. Obligations of USA Taekwondo.** USA Taekwondo agrees to perform the following duties and obligations:

(a) *Respect for Athlete's Training.* In carrying out its duties and activities under this Agreement, USA Taekwondo shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.

(b) *Use of Image.* In no event will USA Taekwondo use or authorize the use of Athlete's

name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

(c) **Corporate Sponsor Networking Events.** USA Taekwondo shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

(d) **NGB Support Staff.** USA Taekwondo, through its office staff, shall be available to Athlete to coordinate all NGB/Athlete activities, including programs of the USOC and its training centers.

(e) **Personal Performance Gear.** USA Taekwondo will not prevent athlete from using personal performance gear, as defined by the USOC, of his/her choice in competitions and training. Further, USA Taekwondo shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant IOC or World Taekwondo Federation rules regarding size and placement.

(f) **Athlete's Personal Endorsements.** USA Taekwondo shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give USA Taekwondo right of first refusal for any of USA Taekwondo's sponsors regarding a personal contract with individual Athlete.

(g) **Agents.** USA Taekwondo shall not prevent Athlete from hiring or retaining an agent.

(h) **USA Taekwondo Sponsors.** Athlete is strongly encouraged, but not required, to support or sign with USA Taekwondo sponsors, a list of which is included in Addendum.

**3. Obligations of Athlete.** Athlete agrees to perform the following duties and obligations:

(a) **NGB Membership and Eligibility.** Athlete is and shall remain a member in good standing with USA Taekwondo throughout the term. Athlete shall remain eligible to compete in international competition for the USA.

(b) **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by USA Taekwondo.

(c) **Anti-Doping.** Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), World Taekwondo Federation (WTF), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and United States Olympic Committee (USOC).

(d) ***Code of Conduct.*** Athlete shall sign and abide by USA Taekwondo Code of Conduct attached as Addendum C. The Code of Conduct is incorporated into this Athlete Agreement.

(e) ***Use of Image.*** Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USA Taekwondo's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USA Taekwondo, under the conditions specified by the USA Taekwondo (the "Footage").

Athlete grants to USA Taekwondo the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion the sport of taekwondo, provided that, in no event may the USA Taekwondo use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

(e) ***Participation in Media Sessions.*** Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USA Taekwondo, to promote a competition in which Athlete is participating.

(f) ***Appearances for USA Taekwondo.*** Athlete agrees to make two (2) personal non-commercial appearances for USA Taekwondo without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.

(g) ***Autographed Items.*** Athlete shall autograph up to 25 non-sponsor branded items, provided by USA Taekwondo at its expense, which USA Taekwondo may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.

(h) ***Promotional Efforts.*** Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote USA Taekwondo collaboratively and in good faith. With respect to Facebook, Twitter and other social media applications that may develop, Athlete agrees to list USA Taekwondo as a friend and to include the USA Taekwondo logo in appropriate places.

(j) ***Training.*** Unless otherwise agreed by USA Taekwondo in writing, Athlete shall train for peak performances at key national and international events held during the Term. Athlete's training shall be in accordance with his/her Athlete Training Plan as identified in Addendum A.

(k) ***Commitment to Train for and Participate in 2015 Pan American Games.*** Athlete commits to USA Taekwondo that it is his/her intention to train for the 2015 Pan American Games, barring injury. Athlete fully intends to compete in the 2015 Pan American Games.

(l) ***Mandatory Training Camp.*** Unless excused in writing by USA Taekwondo, Athlete shall attend the mandatory preparation camp to be held sometime following selection of the 2015 Pan American Games Team. Athletes will be notified of the dates and location no less than 30 days from the start of the camp.

(m) ***NCAA Eligibility.*** If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.

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

(o) ***Team Apparel.*** Athlete will wear designated USA Taekwondo apparel at all official Team functions and events, and will not conceal or cover-up any USA Taekwondo sponsor, supplier or licensee brand or other identification appearing on USA Taekwondo apparel;

(p) ***No Other Logos on Team Uniform.*** Athlete is not permitted to add to the official National Team uniform any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver.

#### **4. Compensation.**

(a) ***Stipend/Enhanced Operation Gold.*** Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOC, USA Taekwondo shall submit to the USOC the required documentation for the Athlete to receive the compensation for which he/she qualifies. Athlete is eligible to qualify for the following compensation:

To be determined and made available in January 2015

(a) ***Taxes.*** Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USA Taekwondo shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

**5. Suspension of Activities.** USA Taekwondo acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than one (1) week, Athlete acknowledges and agrees that USA Taekwondo may suspend the delivery of benefits to Athlete under this Agreement unless



Athlete has first obtained the prior written approval of USA Taekwondo to continue the benefits while Athlete is not training.

**6. Dispute Resolution.** The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws of USA Taekwondo.

**7. AAA.** In the event that the Parties cannot resolve a dispute under 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.

**8. Miscellaneous.**

(a) *Nature of the Parties Relationship.* It is expressly understood and agreed that, in the performance of this Agreement, USA Taekwondo and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

(b) *Intellectual Property and Ownership.* Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to USA Taekwondo's trademarks, or in or to any copyright or other right in and to USA Taekwondo's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USA Taekwondo of any right, title or interest in or to Athlete's image and personality rights.

(c) *Notices.* Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.

(d) *Force Majeure.* If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(e) *Entire Agreement.* This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(f) *Waiver.* A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective

unless it is in writing and signed by the Party granting such waiver.

**(g) Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

**(h) Governing Law.** The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Colorado.

USA Taekwondo:

By: \_\_\_\_\_ Bruce Harris, CEO

ATHLETE:

\_\_\_\_\_ Athlete Date of Birth

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ City State Zip

PARENT/GUARDIAN CERTIFICATION (For Participants Under the Age of 18 as of Effective Date)

\_\_\_\_\_ Signature Date

\_\_\_\_\_ Print Name & Relationship (Parent or Guardian)