



**ATHLETE SELECTION PROCEDURES
2015 SENIOR NATIONAL PARA TAEKWONDO TEAM
June 10, 2015**

I. SELECTION SYSTEM

Selection System Overview

The athlete selection system for the 2015 National Team is objective based through qualification events that include the 2015 National Taekwondo Championships, 2015 National Team Members will be selected to compete in a Para Taekwondo event to be determined

A. Provide the minimum eligibility requirements for an athlete to be considered for nomination to the Team:

1. Citizenship:

- a. Athlete meets eligibility and nationality requirements as presented by USA Taekwondo in compliance with the minimum International Federation standards for participation in Para Taekwondo
- b. All athletes must be U.S. Citizens in order to compete.

2. Minimum IF standards for participation (if any):

- a. World Taekwondo Federation (WTF); Rules of Competition governing Para Taekwondo
http://www.worldtaekwondofederation.net/images/WTF_Para-Taekwondo_Bylaw.pdf
- b. http://www.wtf.org/wtf_eng/site/rules/competition.html
 - Holder of the nationality of the participating team.
 - One recommended by the WTF National Taekwondo Association.
 - Holder of Taekwondo Dan certificate issued by the Kukkiwon or WTF.
 - Competitors must be at least 17 years of age on December 31, 2015
 - Meet all requirements to participate as a Para Taekwondo Athlete

3. Other requirements (if any):

- a. Athlete must be a USA Taekwondo member in good standing.

B. Provide a brief summary outlining how an athlete is selected as a nominee to the Team (include maximum team size).

The 2015 National Team is made up of a maximum of twenty-four (24) athletes – one each of twelve (12) male & twelve (12) female weight divisions.

Weight Division Classification for the 2016 Para Taekwondo National Team

Male Divisions		Female Divisions	
Under 61kg	K41	Under 49kg	K41
Under 75kg	K41	Under 58kg	K41
Over 75kg	K41	Over 58kg	K41
Under 61kg	K42	Under 49kg	K42
Under 75kg	K42	Under 58kg	K42
Over 75kg	K42	Over 58kg	K42
Under 61kg	K43	Under 49kg	K43
Under 75kg	K43	Under 58kg	K43
Over 75kg	K43	Over 58kg	K43
Under 61kg	K44	Under 49kg	K44
Under 75kg	K44	Under 58kg	K44
Over 75kg	K44	Over 58kg	K44

The selection process for the 2015 Para Taekwondo National Team consists of four phases.

PHASE 1 – 2015 National Para Taekwondo Championships

The finalists per gender, in each of the eight (8) senior weight divisions at the 2015 National Taekwondo Championships will advance to Phase 2 – 2015 National Para Taekwondo Championships Fight-off

PHASE 2 – 2015 National Team Fight-Off

The winner per gender in each of the eight (8) senior weight divisions from the 2015 National Team Fight-Off will earn a spot on the 2015 National Team providing the 2015 National Team Athlete Agreement is signed and adhered to. The 2015 Para Taekwondo National Team will compete at an International competition to be determined. USA Taekwondo will cover registration fees for members of the 2015 Para Taekwondo National Team competing at an international event to be determined. Athletes will bear the responsibility for all other expenses.

C. Trials Events: 1. Provide the event names, dates and location of all trials, events and/or camps to be used as part of the selection process.

- a. 2015 National Para Taekwondo Championships
 - Para Taekwondo Divisions – July 2015, Austin, TX.
- b. 2015 National Para Taekwondo Championships Fight-off
 - July 2015, Austin TX.

2. Provide event names, dates, locations and description of how athletes qualify for any “preliminary or qualifying” events or procedures that are prerequisites to attend any of the events listed above in C. 1 (if any).

- All USAT members who meet the eligibility criteria as defined in the WTF Para Taekwondo Guidelines

D. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process to become team nominees.

2015 National Championships –

Athletes cannot participate in more than one weight division at the National Para Taekwondo

Championships.

Competition Format – Single Elimination

In Phase 1, all Para Taekwondo tournaments will be single-elimination format. In single-elimination format, the loser of each match is immediately eliminated from the competition bracket.

Seeding Criteria

In Phase 1, there will be no seeding criteria. All athletes will be seeded randomly. Athletes for Phase 1 will bear all expenses including entry fee, airfare, ground transportation and hotel.

Phase 2 – National Team Trial Fight-Off

The top two finishers, per gender, per division from the 2015 National Team Trial will face each other in a Fight-Off Format.

In the Fight-Off Format the division winner only needs to beat the second place athlete once to be declared the winner, while the second place athlete will need to beat the group winner twice to be declared the winner. In the case of a tie at the end of regulation, standard sudden death regulations apply. The winner in each weight division of the 2015 National Para Taekwondo Team Fight-Off earns a spot on the 2015 National Para Taekwondo Team.

E. Provide the names of all committees/groups who oversee the selection process, including the name(s) and role(s) of their members.

- Patrick Wentland, High Performance Director, USA Taekwondo
- Lynda Laurin, USOC AAC Representative, USA Taekwondo
- Bruce Harris, CEO, USA Taekwondo

II. DISCRETIONARY SELECTION (if applicable)

A. Provide rationale for utilizing discretionary selection (if any): N/A

B. Discretionary Selection Committee 1. Provide the name of the committee(s) that will be responsible for discretionary selection. N/A

2. Provide a complete list of the members of the committee(s), their titles and their NGB role that qualifies them to serve in this capacity.

N/A

III. REMOVAL OF ATHLETES

A.

An athlete who is to be nominated to the Team by USA Taekwondo may be removed from the nominations for any of the following reasons, as determined by USA Taekwondo.

Voluntary withdrawal. Athlete must submit a written letter to the USA Taekwondo CEO. Injury or illness as certified by USAT physician (or medical staff). If an athlete

refuses verification of their illness or injury by a USAT physician (or medical staff), his/her injury will be assumed to be disabling and he/she may be removed.

Violation of the NGB's Code of Conduct. (Attachment A) An athlete who may be 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) or USOC Bylaws, Article 9.

Violation of the NGB's Athlete Agreement. (Attachment B) An athlete who may be 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) or USOC Bylaws, Article 9.

An athlete may be removed from Nomination or from the Team at any time for violation of IOC, WADA, WTF, USADA and/or USOC anti-doping protocol, policies and procedures. In such instances, the adjudication process will be managed through the United States Anti- Doping Agency.

IV. REPLACEMENT OF ATHLETES

A. Describe the process by which the replacement pool of athletes will be identified:

The second place athlete from Phase 2 – 2015 National Para Taekwondo Team Fight-off from the same weight division of the athlete to be replaced is the replacement. If the replacement athlete is not available, then the 3rd place finisher becomes the next eligible athlete. If the 3rd place finisher is not available, then the 4th place finisher becomes the next eligible athlete. This continues until there are no eligible athletes in the same weight division at Phase 3. If by then, no athlete is available, the spot remains vacant.

B. Identify the group or committee that will be responsible for making athlete replacement determinations:

- i. Group or committee who determines the replacement pool: N/A
- ii. Group or committee who determines a replacement to the team: N/A

V. SUPPORTING DOCUMENTS USA Taekwondo will retain all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the 2015 Pan Am Taekwondo Games.

VI. REQUIRED DOCUMENTS The following documents are required to be signed by an athlete as a condition of nomination to the 2015 Para Taekwondo National Team, and are included as attachments:

- Code of Conduct (Attachment A)
- Athlete Agreement (Attachment B)

VII. PUBLICITY/DISTRIBUTION OF PROCEDURES

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

A. NGB website: www.usa-taekwondo.us The website information will be posted as soon as possible.

B. NGB Official Publication (if any): USAT The Belt– USA Taekwondo Online Magazine

C. Other: N/A

VIII. DATE OF NOMINATION N/A

IX. 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 USA Para Taekwondo National Team. He/she shall actively participate in no more than one (1) mandatory preparation camps that will take place in locations to be determined. Notification of the date and location will be given no less than 30 days from the start of the camp. Waivers from this 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 and AAC Designee.

- National Team athletes may also be required to participate in no more than (2) international competitions. Notification of the date and location will be given no less than 30 days from the start of the competition. Waivers from this competition 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 and AAC Designee.

X. ANTI-DOPING REQUIREMENTS

Athletes must adhere to all IOC, WADA, WTF, USADA and USOC anti-doping protocols, policies and procedures. This includes participation in out of competition testing as required by the IOC, WADA, WTF, USADA and USOC Rules.

XI. DEVELOPMENT OF SELECTION PROCEDURES The following committee/group (include names and titles) were responsible for creating these Selection Procedures:

- Lynda Laurin, USOC/AAC Representative, USA Taekwondo
- Bruce Harris, CEO, USA Taekwondo
- Patrick Wentland, Director of High Performance, USA Taekwondo

XII. NGB BYLAWS AND GRIEVANCE PROCEDURES

The USA Taekwondo Bylaws and Grievance Procedures can be found: [USA Taekwondo Bylaws](#)

XIII. INTERNATIONAL DISCLAIMER

These procedures are based on IOC and/or World Taekwondo Federation (WTF) rules and regulations as presently known and understood. Any change in the selection procedures caused

by a change in IOC 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.




XIV. ATHLETE OMBUDSMAN

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

- Toll free telephone at (888) ATHLETE
- E-mail at Sara.Clark@usoc.org
- www.888athlete.org

XV. NGB SIGNATURES

I certify that I have read, understand and incorporated our IF standards/criteria into our Selection Procedures and 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		16 Jun 2015
USOC Athletes' Advisory Council Representative	Lynda Laurin		6/13/2015
NGB Director of High Performance	Patrick Wentland		June 16, 2015

*If 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.

USOC USE ONLY

Date Original Procedures Rec'd _____ Date Revision Submitted _____

ATTACHMENT A

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 Para Taekwondo 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 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 Sara.Clark@usoc.org for further information regarding my rights under this Code that are not answered by USA Taekwondo.

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 Para Taekwondo Athlete Agreement National Team

1. THIS ATHLETE AGREEMENT, effective as of the completion of 2015 National Para Taekwondo Championships (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 Paralympic 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 and including December 31, 2016, 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 the 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) 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 2016 Pan American Taekwondo Championships.* Athlete commits to USA Taekwondo that it is his/her intention to train for an international competition to be determined.

(l) **Camps and Competition.** Unless excused in writing by USA Taekwondo, Athlete shall attend the events identified in Addendum A.

(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:

Elite Athlete Health Insurance (EAHI). Athletes who are named to the 2015 National Team at the conclusion of the 2015 Nationals (date to be determined) will be offered EAHI. The USOC values an EAHI slot at \$3,504.

(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)