



**USA TAEKWONDO**  
**ATHLETE SELECTION PROCEDURES**  
**2019 Pan American Games**  
**Poomsae**  
October 5, 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 Pan American Sports Organization (PASO) standards for participation (if any):



World Taekwondo (WT); Poomsae Competition Rules & Interpretation, Article 4.  
Contestants, Section 1 <http://www.worldtaekwondo.org/rules/>

- a. Must be a citizen of the USA
- b. Must be nominated by USA Taekwondo (USATKD)
- c. Holder of Taekwondo Dan certificate issued by the Kukkiwon or World Taekwondo [WT rule 4.1.4]
- d. Must have submitted the Athlete Eligibility Condition Form and hold a 2019 WT Global Athlete License (Note: athletes must also hold a 2018 WT Global Athlete License before the tryout events outlined in section 1.2)
- e. Must be age 17 or older (born after Jan. 1, 2002)

1.1.4. Other requirements (if any):

- Athletes must be a USATKD member in good standing for the duration of the 2017-2020 Olympic Quad.
- Athletes must compete in the World Class, Black Belt division.
- Athlete must successfully complete all Games Registration requirements by the stated deadline. The online registration is slated to be open Jan-March, 2019 (exact date TBD). Registration information will be communicated to athletes via the USATKD website. <https://www.teamusa.org/USA-Taekwondo>

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.

Events that will be considered for 2019 Pan American Games Qualifying  
Championship Team Nomination:



The Tusah Senior Female and Senior Male Rankings (domestic points)\* from the following events will be taken into consideration:

- 2018 PATU President's Cup, Las Vegas, NV, Oct. 11-14, 2018  
<https://www.patu.org/>
- 2019 US Open, Feb. 2019, (exact date and location TBD)  
<https://www.teamusa.org/usa-taekwondo/event-calendar>
- Any other USATKD sanctioned poomsae event within the dates of 2018 PATU President's Cup and 2019 US Open may be considered as well.

\* <https://www.teamusa.org/usa-taekwondo/v2-national-teams/tusah-us-national-rankings>

2019 Pan American Games Qualifying Championships (Currently scheduled for March of 2019 in Santo Domingo, Dominican Republic, but date and location has yet to be published by Pan American Taekwondo Union)

Events that will be considered for 2019 Pan American Games Team Nomination:

Following the 2019 Pan American Games Qualifying Championship, an open Pan Am Games Poomsae team trials will be held in conjunction with the 2019 National Trials (April 2019, exact date and location TBD) to determine the team that will be nominated to the 2019 Pan American Games Team.

- 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.

The PATU President's Cup, the 2019 US Open and the USATKD sanctioned poomsae events within the dates of 2018 PATU President's Cup and 2019 US Open are all considered open events and have no qualifying event.

2019 National Trials: Qualification is based on USATKD Tusah Senior Male and Senior Female Rankings: <https://www.teamusa.org/USA-Taekwondo/V2-National-Teams/Tusah-US-National-Rankings>

Qualification for the 2019 Pan American Games Qualifying Championship is outlined in Section 1.3.



- 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).

### **2019 Pan American Games Qualifying Championship Team:**

Consideration for nomination to the 2019 Pan American Games Qualifying Championship Team (Currently scheduled for March of 2019 in Santo Domingo, Dominican Republic, but date and location has yet to be published by Pan American Taekwondo Union):

Athletes/Teams must list by name the five (5) athletes who will participate in the Freestyle Team. Athlete/Teams must submit an expression of interest application to the USATKD High Performance Department by January 4, 2019 using this link:

<https://usat.wufoo.com/forms/s1e9zvu0c41t9k/>. Late submission will not be accepted.

The freestyle team selected to compete at the 2019 Pan American Games Qualifying Championship will be determined by their performance based on points (as well as any discretionary criteria listed in Section 2.2 below) at the 2018 PATU President's Cup in Las Vegas, NV on Oct. 11-14, 2018 as well as the 2019 US Open (date and location TBD). Any other USATKD sanctioned poomsae event within the dates of 2018 PATU President's Cup and 2019 US Open may be considered as well.

The team nominated to compete at the 2019 Pan American Games Qualifying Championship will be notified immediately after the completion of the 2019 US Open.

### **2019 Pan American Games Team:**

Following the 2019 Pan American Games Qualifying Championship, an open Pan Am Games Poomsae team trials will be held in conjunction with the 2019 National Trials (date and location TBD) to determine the team that will be nominated to the 2019 Pan American Games Team.



The team that competed in the Pan Am Games Qualifying tournament (“qualifying team”) does not need to perform their Mixed Freestyle Team Poomsae again at the open Pan Am Games Poomsae team trials. The qualifying team will need to perform the Individual Male (1), Individual Female (1), and Mixed Pair (2) Recognized divisions. (see details in next paragraph).

All other teams will be required to compete in each of 4 divisions of the open Pan Am Games Poomsae team trials: Mixed Freestyle Team (5), Individual Male Recognized (1), Individual Female Recognized (1), and Mixed Pair Recognized (2). All teams must draw each representative in each division from the same pool of 5 players.

At the 2019 Pan Am Games Poomsae team trials, all teams (except qualifying team) will be required to compete in one round of competition in randomized order for each of the 4 divisions.

First place finish = 7 points

Second place finish = 3 points

Third place finish = 1 point

The team that qualified the United States for the 2019 Pan American Games at the 2019 Pan American Games Qualifying Championship will automatically receive first place in the Mixed Freestyle Team Division and an additional 5 points toward their standing (for a total of 12 points for their Freestyle Team Poomsae score). The qualifying team will not be required to perform their Mixed Freestyle Team Poomsae at the 2019 Pan Am Games Poomsae team trials.

The team with the highest total point standings at the conclusion of the Pan Am Games Poomsae team trials will be nominated to the 2019 Pan American Games Team. In the event of a tie in the standings, the team with the highest freestyle standing will earn the higher place.

#### **2019 Pan American Games Entry Guidelines:**

- Individual and Pair Recognized Poomsae athletes must be included in the Free Style Poomsae Team to be able to compete separately as individuals or as a pair.



- Freestyle Poomsae will consist of a maximum of 3 Males + 2 Females OR:
  - 3 Females + 2 Males
  - Men's and Women's Individual Recognized Poomsae (1 athlete each)
  - Mixed Pair Recognized Poomsae (1 Male + 1 Female)

	<b>Individual</b>	<b>Pairs</b>	<b>Freestyle</b>
<b>Men</b>	1		
<b>Women</b>	1		
<b>Mixed</b>		1	1

Total number of medals available to each country is 4

## 2. DISCRETIONARY SELECTION (if applicable)

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

The main objective is to select the athletes who have the best chance to win medals for the USA in the 2019 Pan American Games. The primary purpose of discretionary athlete nomination is to ensure that USATKD has the ability to nominate the best physically, psychologically and technically prepared athlete in order to produce medal winning performances.

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

In addition to the performances (based on points) from the 2018 PATU President's Cup in Las Vegas, NV on Oct. 11-14, 2018, the 2019 US Open (expected to be hosted in Feb. 2019, but date and location are TBD), and any other USATKD sanctioned poomsae event within the dates of 2018 PATU President's Cup and 2019 US Open, the USATKD Selection Committee will consider the following performance-related factors (not in priority order);

- Where the selection committee reasonably believes it to be necessary, or helpful, they may consider performances at the 2018 Poomsae World Championships in Nov. 15-18, 2018
- Results from other various competition will be taken into consideration using the following criteria in no particular order:



- Strength and depth of competition – the number and ranking of other athletes in the competition
  - Quality and quantity of competition – Whom the athlete beat and whom they lost to.
  - Medal and overall finish
- 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:

The USATKD Selection Committee, which will be composed of:

- \* USATKD CEO
- \* USATKD Director of High Performance
- \* USATKD Head Poomsae Coach
- \* (1) USATKD AAC Poomsae Representative

- 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.

Any member of the selection committee that has a possible conflict of interest must disclose it. If such conflict exists, the selection committee member must recuse him/herself from committee discussions and voting. Further, the committee member should not otherwise influence other members of the committee in the selection process. However, a committee member who recused him/herself, but who has relevant and necessary information with respect to athlete performance, for example a national team coach or high performance director, may, if requested by the selection committee, provide such information to the committee so long as such information is provided in a fair and unbiased manner and the committee member who declared the conflict of interest does not vote toward the final decision.



### 3. REMOVAL OF ATHLETES

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

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

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the USATKD CEO.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by USATKD. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by USATKD, 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 USATKD's Code of Conduct (Attachment b).
- 3.1.5. Athlete is not in good standing with USATKD or World Taekwondo.

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per USATKD's Bylaws (<https://www.teamusa.org/usa-taekwondo/v2-resources/bylaws>) 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 USATKD 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:

Should a vacancy occur in any division the Selection Committee will select the next best candidate using the considerations listed above in Sections 1.3 and 2.2.

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

If the Local Organizing Committee allows replacements after the Entry by Name deadline and should a vacancy occur in any division, the Selection Committee will select the next best candidate using the considerations listed above in Sections 1.3 and 2.2.

#### 5. SUPPORTING DOCUMENTS

USATKD 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:

Attachment A: 2019 USATKD Athlete Agreement

Attachment B: USATKD Code of Conduct



## 7. PUBLICITY/DISTRIBUTION OF PROCEDURES

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

- 7.1. NGB/HPMO Web site: <https://www.teamusa.org/usa-taekwondo/v2-national-teams/team-selection-procedures>

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: June 17, 2019

## 9. MANDATORY TRAINING AND/OR COMPETITION

Specify the location, schedule and duration of mandatory training and/or competition:  
There will be a mandatory training camp before the 2019 Pan American Games (Date and Location TBD and will be announced at least 30 days in advance). The waiver process is outlined in the Athlete Agreement (Attachment A).

## 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:

CEO: Steve McNally

Director of High Performance: May Spence

Poomsae AAC Member: Ron Southwick

## 12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USATKD Bylaws and Grievance Procedures can be found at:

<https://www.teamusa.org/usa-taekwondo/v2-resources/bylaws>

## 13. INTERNATIONAL DISCLAIMER

These procedures are based on IOC, IPC, PASO, as applicable, and/or World Taekwondo 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 World Taekwondo rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USATKD. 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 USATKD 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/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 USATKD.**

<b>Position</b>	<b>Print Name</b>	<b>Signature</b>	<b>Date</b>
NGB/HPMO President or CEO/Executive Director	Steve McNally	<i>Steve McNally</i>	11/13/18
Nat. Team Coach, Head Coach, or Nat. Program Director	May Spence	<i>May Spence</i>	10/12/2018
USOC Athletes' Advisory Council Representative*	Ron Southwick	<i>Ron Southwick</i>	11/13/18

\* 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

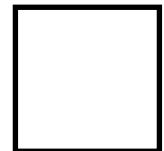
### USA TAEKWONDO 2019 ATHLETE AGREEMENT

THIS ATHLETE AGREEMENT, effective as of January 1, 2019 (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

1. 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.
2. I, the Athlete, desire to be a member of USA Taekwondo and participate in the Athlete Agreement and the terms and conditions set for herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the Parties agree as follows:



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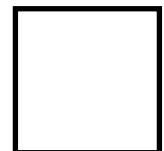


## Agreement

### I. **Obligations of the Athlete**

Athlete agrees to perform the following duties and obligations:

1. **NGB Membership and Eligibility.** Athlete is and shall remain a member in good standing with USA Taekwondo throughout the term of this Agreement. Athlete shall remain eligible to compete in international competition for the USA.
2. **Ambassador of the Sport.** Athlete shall be a representative of USA Taekwondo and conduct herself/himself in a manner which upholds the name, reputation and goodwill of USA Taekwondo as the National Governing Body for the sport of Taekwondo in the United States. Sportsmanlike conduct includes but is not limited to demonstrating respect for opponents, competition officials, employees, the public: demonstrating respect for facilities, privileges and operation procedures; the use of courtesy and good manners; acting responsibly and maturely; refraining from the use of profane or abusive language; and abstinence from illegal and banned drugs. Athlete conduct must not reflect poorly upon or bring discredit to USA Taekwondo, its athletes, its coaches or its events and programs.
  - Athlete conduct extends beyond actions on the field of play, including but not limited to actions/posting/images disseminated in public domain.
  - Any public communication by Athlete via the Internet or via social media must be appropriate as a member of USA Taekwondo.
  - The Athlete's responsibility to conduct himself/herself appropriately under this Agreement is broader than the Athlete's obligation to satisfy the USA Taekwondo Code of Conduct, and Athlete recognizes and acknowledges that conduct that is inappropriate under this Agreement may not necessarily constitute a violation of the Code of Conduct.
3. **Code of Conduct.** Athlete shall sign and abide by USA Taekwondo Code of Conduct attached as Addendum A. The Code of Conduct is incorporated into this Athlete Agreement.
4. **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by USA Taekwondo. Failure to submit athlete's physical to USOC by the deadline of May 1, 2019 will result in Athlete not receiving any funding, apparel, medical, or other support from USATKD for any competitions in 2019.



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5. **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. This includes participating in all organized activities and required agendas, including camps, to which the Athlete is assigned. Athlete must submit to the High Performance Department their 2019 training plan and competition schedule. USAT may require funded athletes to report to the Olympic Training Center in Colorado Springs for fitness testing. Failure of this testing may result in immediate suspension of any/all financial support.
  
6. **Competition.** Athlete shall perform to the best of her/his ability when participating in national and international competitions which Athlete is assigned by USA Taekwondo and shall participate for the full duration of the event. Unless excused in writing by USA Taekwondo, Athlete shall attend all national team events.
  
7. **Commitment to Train for and Participate in 2019 Events.** Athlete commits to USA Taekwondo that it is his/her intention to train for peak performance at the 2019 Pan American Games, and agrees to work with the USAT selected coaching staff. There will be a mandatory training camp prior to the 2019 Pan Am Games. Failure to attend this camp will result in athlete not receiving any funding, apparel, medical, or other USAT medical support for the 2018 Pan American Games, including any USAT performance incentives. USAT may waive this requirement as a condition to Athlete's receipt of the benefits identified, but such waiver shall not be effective unless executed in writing by the USAT Director of High Performance.
  
8. **Travel.** Athlete shall have a valid, current passport, and keep the most recent copy uploaded to WT GMS Simply Compete and share with the High Performance Department. Athlete shall also maintain current passport style photos for use by USA Taekwondo in applying for visas. Athlete agrees to meet all travel schedules set by USA Taekwondo and understands that changes may only be made with approval from USA Taekwondo. Athlete is financially responsible for any additional expenses resulting from changes made by Athlete to travel arrangements. Athlete will also be financially responsible for airline, hotel, and other expense activity which Athlete has agreed to attend, but subsequently does not attend, unless formally excused by USA Taekwondo.



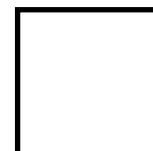
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9. **Team Policies.** The following guidelines are to be strictly adhered to by Athlete during all competitions, training camps, USAT Olympic Training Center programs, seminars, or other USA Taekwondo designated activities and functions. In the event Athlete violates any team rules set out below, USAT may, in its sole discretion, dismiss Athlete from the team, revoke the Athlete's credentials, and/or terminate or receive any financial support Athlete would otherwise be entitled to receive.

- Athlete is subject to a 10:00 P.M. curfew, unless changed by National Team Staff
- Absolutely no alcohol is permitted
- Absolutely no performance-enhancing drugs or stimulants or recreational drugs are permitted
- Hazing and/or sexual harassment of any nature are not permitted in any form or fashion
- Neither family, friends, personal coaches nor other visitors are permitted to linger on the team floor or be in team members' room or the competition areas
- Only national team coaches, staff, and athletes are permitted at team meetings, team meals, and training sessions
- If team members wish to spend any team designated free time with family or friends, they need to seek approval from the Head of Team or National Team Coach, as meals, transportation and other activities may have already been planned and paid for
- Athletes shall sleep in the room assigned to them by National Team Staff
- **Athletes are not permitted in teammates' hotel or dorm rooms of the opposite gender**
- Only national team coaches, staff, or other national team members shall be permitted to warm up athletes during competitions

10. **Injuries.** Athlete shall promptly notify USA Taekwondo in writing of any injury that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including, without limitation, notifying USAT of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within forty-eight hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services.



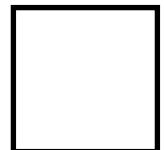
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Upon such notice, and/or at USAT's request, Athlete shall execute and deliver to USA Taekwondo such forms as are required to evidence Athlete's condition and medical attention and/or health care services received by Athlete.

- 11. Medical.** Should an athlete be injured, the athlete may be required to report to the United States Olympic Training Center to undergo a thorough examination by a USOC or USA Taekwondo medical doctor to determine if the athlete has medical reasons to forego any planned National Team event in which Athlete has been selected to compete. Athlete shall comply with the full rehabilitation process as prescribed by USAT, USOC, or other agreed upon rehabilitation services.
- 12. Anti-Doping.** Athlete pledges to not use any chemicals, drugs, or other banned substances and 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).
- 13. Hazardous Activities.** Athlete acknowledges and agrees that Athlete's participation in other sports or hazardous activities may impair or destroy Athlete's ability and skill as a Taekwondo athlete. Accordingly, Athlete agrees that Athlete will not engage in sports or activities which could endanger Athlete's health or safety (including, but no limited to, boxing, wrestling, motorcycling, moped riding, auto racing, sky diving, bungee jumping, water or snow skiing, snowboarding, water skiing and hang gliding); except with the prior written consent of USAT. Nothing contained herein, however, shall be intended to require Athlete to obtain the written consent of USAT in order to enable Athlete to participate in, as an amateur, the sport of golf, tennis, handball, swimming, hiking, softball, or other "recreational" activities.
- 14. 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.



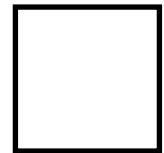
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**15. Use of Image.** Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice, and biographical information otherwise recorded, in any media, by the USA Taekwondo's official photographer(s), 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 national team, and competition(s) in which Athlete compete, (3) promotion of the national team, and (4) promotion the sport of Taekwondo sue 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.

**16. Promoting of the Team**

- a. Participation in Media Sessions. Athletes agree to participate in media sessions including photo shoots, as reasonably requested by USA Taekwondo, to promote a competition in which Athlete is participating.
- b. 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.
- c. 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.
- d. 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.



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17. **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.
18. **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. Team apparel issued by USA Taekwondo may not be sold or traded until after new apparel is issued or the Athlete's term with USA Taekwondo has expired and will not be renewed. No other logos are permitted 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.

## II. Obligations of USA Taekwondo

USA Taekwondo agrees to perform the following duties and obligations:

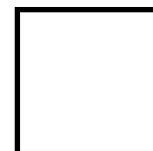
1. **Respect for Athlete's Training.** In carrying out its duties and activities under this Agreement, USA Taekwondo shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
2. **Use of Image.** In no event will USA Taekwondo use 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.
3. **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.
4. **Compensation.** 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 Athlete qualifies.
5. **Agents.** USA Taekwondo shall not prevent Athlete from hiring or retaining an agent.
6. **USA Taekwondo Sponsors.** Athlete is strongly encouraged, but not required, to support or sign with USA Taekwondo sponsors.



7. **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.
8. **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.
9. **Team Apparel.** If and when Athlete is invited or assigned by USA Taekwondo to participate in national or international competitions or activities USA Taekwondo will provide Athlete with Team apparel if possible.
10. **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.

### III. Additional Terms of Agreement

1. **Term.** This Agreement must be signed in its original state and shall commence as of the Effective Date and shall continue through and include December 31, 2019, unless earlier terminated as set forth in Section III., 4.
2. **Suspension or Dismissal.** Failure to comply with any of the contract provisions may lead to disciplinary action against Athlete as solely determined by Team Management, i.e., coaches, medical and administrator. This is not a system of progressive discipline. Nothing herein shall require USA Taekwondo to impose any one of the penalties prior to the institution of a more severe penalty. USA Taekwondo, in its sole discretion, shall select the penalty appropriate to the particular violation of the contract. Any action taken shall be applied fairly and equitably to all parties involved. Athletes do have the right to a hearing if they so desire. The disciplinary action taken can include:



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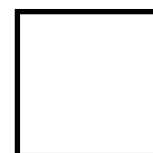
- a. Verbal warning and written warning.
  - b. Repayment of all costs associated with event and/or a financial penalty.
  - c. Suspension from team or competition.
  - d. Dismissal from the team trip or training camp. All costs in returning a dismissed athlete home will be the sole responsibility of the athlete.
  - e. Athlete stipend reduction and/or forfeiture.
  - f. Elimination from future USA Taekwondo events.
3. **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.
4. **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.
5. **AAA.** Any dispute between the parties shall be resolved by arbitration administered by the American Arbitration Association under their Commercial Rules.
6. **Legalities.**
- 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.



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- 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. Athletes are required to keep USA Taekwondo updated on any change of address throughout the year.
- 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 understanding, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understanding 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.



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**The signatures of the parties below indicate their willingness to be bound by the terms of this Agreement.**

**ATHLETE:**

Signature of Athlete \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Athlete \_\_\_\_\_

Athlete DOB \_\_\_\_\_ Address \_\_\_\_\_

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

**PARENT/GUARDIAN CERTIFICATION (Athletes under the Age of 18 as of Effective Date):**

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent or Guardian \_\_\_\_\_

Relationship to Athlete \_\_\_\_\_

**USA Taekwondo:**

By: \_\_\_\_\_ Date \_\_\_\_\_



## Attachment B

### ADDENDUM A

#### Code of Conduct/Athlete 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 Taekwondo (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 USAT, 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 an anti-doping violation as defined by the International Olympic Committee (IOC), the World Taekwondo Federation, the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA) or the United State Olympic Committee (USOC) 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;
- Understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- 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 the World Taekwondo;
- 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;
- Will abide by the rules of the World Taekwondo concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos;
- 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.

Athletes that chose not to follow the code of conduct will receive a punishment that will include but not limited to; First Offense – Suspension from team travel and competitions and reimbursement by athlete to USAT for team and travel expenses. Second Offense – Removal from National Team, Third Offense – will include punishments from the first and second offense and possible suspension or banishment from all USA Taekwondo sanctioned competitions.



**ATHLETE OMBUDSMAN**

I may contact the USOC Athlete Ombudsman, at 719.866.5000 or [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org) for further information regarding my rights under this Code that are not answered by USA Taekwondo.

**PARTICIPANT’S 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 \_\_\_\_\_

Guardian Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

Print Name and relationship (Guardian)

\_\_\_\_\_