

**USA WATER SKI & WAKE SPORTS
U.S. TEAM and INDEPENDENT ATHLETE AGREEMENT**

EFFECTIVE JANUARY 2020

THIS AGREEMENT (“Athlete Agreement”) is made the _____ day of _____, 20____ between USA Water Ski & Wake Sports, a corporation incorporated under the laws of the State of New Jersey (“USA Water Ski & Wake Sports and/or “USA-WSWS”), and _____ (“Athlete”) whose address is: _____.

If the Athlete is a minor, the Athlete’s undersigned parent or legal guardian (“Parent”) agrees to the Athlete’s participation as a member of the following USA Water Ski Team, or an independent athlete entered by USA-WSWS in an international competition, on the terms set forth in this Team Agreement.
_____ (Name of Parent or Legal Guardian), whose address is:

The event which is the subject of this Team Agreement (the “Event”) is:

Recitals

This agreement is entered into between the parties, as follows herein.

WHEREAS USA Water Ski & Wake Sports is an incorporated body composed of individuals and clubs throughout the United States, dedicated to the advancement and promotion of the sport of water skiing (or its named derivatives as defined by USA-WSWS) in the United States, and is the recognized National Governing Body (NGB) for competitive water skiing (or its named derivatives as defined by USA-WSWS) and is recognized as the representative governing body for the United States of America by the International Waterski & Wakeboard Federation (“IWWF”), and the United States Olympic and Paralympic Committee (“USOPC”);

AND WHEREAS, as part of its activities, USA Water Ski & Wake Sports organizes and manages the U.S. Water Ski Teams (or its named derivatives as defined by USA-WSWS), (the “U.S. Teams”) to represent it and the United States of America in water ski (or its named derivatives as defined by USA-WSWS) competitions throughout the world;

AND WHEREAS, USA-WSWS also has the sole and exclusive authority to enter qualified independent athletes to compete at certain international events;

AND WHEREAS, the Athlete has been duly selected by USA Water Ski & Wake Sports in accordance with its bylaws, rules and regulations to be a member of the above U.S. Team and is eligible to partake fully in the program designated for the U. S. Team by USA Water Ski & Wake Sports and its officers, or is otherwise qualified to compete as an independent athlete at the Event;

AND WHEREAS, the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) wishes and agrees to relieve USA Water Ski & Wake Sports of all liabilities arising out of the Athlete's participation as a Athlete or otherwise in any activities of USA Water Ski & Wake Sports;

AND WHEREAS, the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) fully appreciates the risks inherent in the Athlete's participation in water skiing (or its named derivatives as defined by USA-WSWS) activities and competitions whether sponsored by USA Water Ski & Wake Sports or otherwise, and the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) nevertheless

assumes, accepts and consents to those risks and seeks to participate in those activities and competitions as a member of a U.S. Team or an independent athlete; therefore, in consideration of the terms set forth in this Agreement the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) on behalf of herself/himself and the Athlete's guardians, legal representatives, heirs, personal representatives and administrators, releases and forever discharges USA Water Ski & Wake Sports, its coaches, team leaders, managers, volunteers, agents, representatives and servants and all others connected with those activities and competitions (including trips to, from and during competitions or any required tournament or activity), of and from any and all liabilities, claims, losses, demands and actions of any and every nature whatsoever that may occur, for any and all loss, damage or injury sustained by the Athlete or his equipment, before, during and after the activities and competition; and the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) contracts and agrees to defend and hold USA-WSWS and all those associated with it harmless from any liabilities, claims, losses, demands and actions (including attorney's fees and costs of defense) in connection with any such activities and competitions.

AND WHEREAS, the Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) grants to USA Water Ski & Wake Sports, IWWF, the USOPC and all local tournament organizers, the right to use any photographs, television, video or motion pictures taken during or in connection with the Event or any tournament or activity in which the Athlete participates as a member of the U.S. Team (including any team selection trials seeking such participation) for the purposes of news, tournament television productions, tournament promotion or promotion of the sport or fund raising by USA Water Ski & Wake Sports, USA Water Ski & Wake Sports Foundation, IWWF, the USOPC, and all tournament organizers, provided that any other commercial use of such images would require the consent of the Athlete.

Agreement

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, which is acknowledged by all parties herein, the parties hereto agree as follows:

1. The parties hereto confirm and adopt the aforesaid recitals which are incorporated, and fully enforceable as a part of this, this Athlete Agreement;
2. The Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) agrees to accept a place on a U.S. Team or USA-WSWS' entry of the Athlete as an independent athlete, including a commitment to compete and/or participate in the designated event(s) for the U.S. Team or as an independent athlete, and the privileges (for athletes selected as U.S. Team members) of using the title of a member of the U.S. Team as specified in any applicable Qualifications and Procedures as published by USA Water Ski & Wake Sports;
3. The Athlete (for athletes selected as U.S. Team members) agrees to participate fully in all official team training camps as determined by USA Water Ski & Wake Sports;
4. The Athlete agrees to use or wear equipment required to be utilized by all competitors (for athletes selected as U.S. Team members, and as otherwise determined by USA-WSWS for all Athletes) in the Event (such as skier bibs, ski lines and boats) regardless of personal sponsorship conflicts, and in accordance with any applicable Event requirements. The Athlete also agrees to wear the appropriate Team Uniform (which may include any formal wear, blazers, warm ups, jackets, bathing suits and similar items provided to USA Water Ski & Wake Sports for the use by the U.S. Team, and as otherwise determined by USA-WSWS for all Athletes) as designated by the Team Manager from time to time during the competition period, regardless of personal sponsorship conflicts. At no time shall the Team Uniform carry or display any visible sponsor identification or advertising, or otherwise imply personal endorsement by any Athlete, except as designated by USA Water Ski & Wake Sports. The Athlete also agrees to comply with any Event rules or requirements relating to sponsor identification, advertisement, or product/sponsor endorsements. USA Water Ski & Wake Sports may not require the Athlete to use any specified personal competitive equipment (such as skis, vests, wet suits and gloves);
5. The Athlete agrees to safeguard all clothing and equipment provided to him by or through USA Water Ski & Wake Sports and shall not lend, sell or trade any of such equipment during the period of current

membership on the U.S. Team without the specific, prior authorization of USA Water Ski & Wake Sports. All such clothing and equipment shall be the responsibility of the Athlete and shall be available for use if the Athlete competes as a member of the U.S. Team (or is entered by USA-WSWS as an independent athlete) in a subsequent tournament or activity during the period of current membership on the U.S. Team. If the Athlete is suspended or expelled from the U.S. Team, or disqualified as an independent athlete, such clothing and equipment will be returned by her/him to the appropriate official of USA Water Ski & Wake Sports on request. In the event that any of such clothing or equipment is not so returned, the Athlete shall pay to USA Water Ski & Wake Sports a sum equal to the full replacement value of such clothing or equipment. The Athlete will be solely responsible for declaring to all responsible custom and revenue officers all or any clothing and equipment transported by him across national boundaries and hereby agrees to indemnify and hold harmless USA Water Ski & Wake Sports in the event of any breach of him of this provision;

6. It is understood that the Athlete's selection to a U.S. Team obligates her/him to compete and/or participate in the designated Event(s) or activities for the U.S. Team. Any Athlete who, without good cause, abandons her/his U.S. Team position or who is dismissed from the Team because of violation of any terms of this Agreement prior to the conclusion of the designated event(s) or activities for the U.S. Team, may be held liable to repay USA Water Ski & Wake Sports for all or part of the expenses incurred by USA Water Ski on her/his behalf in connection with her/his participation in the designated Event(s) or activities for the U.S. Team). Independent athletes who do not compete in the Event shall likewise be held liable to repay USA Water Ski & Wake Sports for all or part of the expenses incurred by USA Water Ski on her/his behalf in connection with her/his participation in the designated Event(s);

7. To the extent that IWWF or Event regulations prohibit sponsor identification in accepting awards at the designated event(s), the Athlete agrees to abide by those regulations;

8. Each Athlete shall ensure that she/he is completely familiar with USA Water Ski & Wake Sports and IWWF eligibility rules, which are available from USA-WSWS (see www.usawaterski.org) and from the International Waterski and Wakeboard Federation (see www.iwwfed.com);

9. Failure to abide by this Agreement may result in suspension and/or expulsion from the Team, or withdrawal of the entry of an independent athlete. "Suspension" as used in this Athlete Agreement refers to the temporary loss of Athlete privileges, whereas "expulsion" refers to the complete termination of a Member's association with a U.S. Team or disqualification to compete as an independent athlete. The authority to enforce this Athlete Agreement is as set forth in the USA Water Ski & Wake Sports Code of Conduct.

10. Drug Testing may occur at (or before or after) competitions, and by agreeing to participate as a member of the U.S. Team or independent athlete, she/he are consenting to be subject to a drug test and if found to be positive, the penalties thereof.

11. Athlete acknowledges and agrees that America's water ski teams and independent athletes are highly visible elements of the sport and USA-WSWS, with all teams members and independent athletes viewed as an official representative of USA Water Ski & Wake Sports, the sport and the United States of America. Personal conduct and attitude as an Athlete are a reflection of the values and standards with each Athlete brings to the sport.

12. Athlete agrees to travel and participate as a representative of the U.S. Team, or as an independent athlete. Knowledge of and compliance with the expectations outlined herein are an integral part of this Athlete Agreement. Each Athlete by affixing his or her signature hereto covenants and agrees to abide by each provision of this agreement. The following specific guidelines are promulgated and agreed to by the Athlete as standards by which the Athlete will conduct themselves while a member of a U. S. Team; Specifically:

- a. General Conduct: Each Athlete understands that a Athlete represents the Team, USA Water Ski & Wake Sports, and the United States. General conduct when traveling, eating in restaurants and while lodged in hotels should always reflect this responsibility. Athlete agrees to respect and acknowledge others' customs, accents, languages and mannerisms.

- b. If a complaint is necessary when traveling on a public conveyance, in a hotel or eating in a public place, Athletes agree to speak to the designated person in a respectful and considerate manner.
- c. Athlete agrees to treat fellow competitors and officials with respect and dignity.
- d. Athlete agrees to abide by judgments of officials and all competition and Event rules.
- e. Athlete agrees to cooperate with officials, coaches and fellow competitors to ensure fair competition.
- f. Athlete agrees to set a good example for both fellow competitors and spectators alike.

13. It is acknowledged by all parties to this contract that the Athlete may have contractual obligations with industry sponsors, it is understood and agreed that an Athlete participating in the Event and any associated activities may not perform duties for a sponsor during official Event practice, the Event, official ceremonies, and during any appearance as a representative of a U.S. Team or independent athlete, without advance permission of the USA Water Ski Executive Director or the Team Manager. Athlete agrees that any request to perform such activities from an industry sponsor will be referred to the USA Water Ski Executive Director and/or the Team Manager.

- a. Athlete understands and agrees to abide by all rules and regulations of the International Waterski & Wakeboard Federation, or the Event, which prohibit any sponsor promotion when accepting awards at World or Confederation Championships and other designated events.
- b. Athlete understands and agrees that sponsorships for U. S. Teams may be arranged by USA Water Ski & Wake Sports. In these cases it is understood and agreed that the Athlete is not asked to endorse a product, nor is an Athlete individually sponsored. Only the "U. S. Team," as an entity of USA Water Ski & Wake Sports, is sponsored.

14. Athlete is a representative of the United States and USA Water Ski & Wake Sports, and as such Athlete covenants and agrees to the following dress code while engaged in any team activity (including activities as to which independent athletes are included);

- a. Clothing will always be neat and clean. Selection of clothing to wear will be done with due consideration to the surroundings and customs and acceptable to the time and locale. Athlete explicitly agrees that the opinion and decision of the Team Manager shall be controlling, and that Athlete will abide by any and all directions for change initiated by the Team Manager.
- b. Dress during travel may be casual. When traveling as a Team or independent athlete, and when Athlete dress is available, Athlete agrees, at the direction of the Team Manager, to wear designated Team clothing.
- c. Athlete agrees to wear the official U.S. Team Uniform during opening ceremonies, closing ceremonies, banquets, at other official functions and at any other time as directed by the Team Manager. This shall include independent athletes, if provided with U.S. Team clothing.
- d. USA Water Ski & Wake Sports may provide Team and/or Athlete uniform items. The parties agree that the wearing of those items is restricted to Athletes and support staff as identified by the International Activities Committee of USA Water Ski & Wake Sports. Team Uniform items may only be worn when the Athlete is representing the United States at an official function approved by USA Water Ski. Uniform items, although in the possession of Athlete, remain the property of USA Water Ski & Wake Sports and are subject to recall and return to USA Water Ski & Wake Sports at any time.
- e. USA Water Ski & Wake Sports will identify Uniform items to be worn at various Team and/or Event functions and Athlete herein agrees to abide by the directions issued by USA Water Ski & Wake Sports and/or the Team Manager.

15. Physical Conditioning, Personal Health and Medical Expenses/Insurance: Physical conditioning of Athletes is recognized as an important element of championship athletic performance. Athlete herein agrees to actively participate in an off-water training and conditioning program and to report to the Team Coach or other designated leader in excellent physical condition, prepared for world class level competition. An Athlete who becomes ill or whose health status changes, at any time prior to or during the event for which the Athlete has been selected, agrees to immediately notify the Team Manager of the health condition. USA-WSWS does

not furnish personal medical/health insurance coverage for U.S. Athletes. In order to participate as a member of the U.S. Team, the Athlete must carry her/his own personal medical/health insurance.

16. Drug Testing: It is the Athlete's responsible to be aware of, and to comply with, all anti-doping requirements as set forth in the IWWF Anti-Doping Policy, and the USA Water Ski & Wake Sports Code of Conduct and Ethics, and all other applicable Anti-Doping Policies. Athlete agrees to consult with the Team Manager about any medications (prescribed or over-the-counter) taken before or during the Event, including obtaining any Therapeutic Use Exemption that may be needed. Athlete agrees and understands that use or abuse of any medication or illegal substance in violation of applicable anti-doping rules, at any time while an Athlete, will be the basis for such Athlete being dismissed from the team or disqualified as an independent athlete.

17. SafeSport Policies: It is the Athlete's responsibility to be aware of, and to comply with, all USA-WSWS policies governing member and athlete conduct, including USA-WSWS's SafeSport policies and Minor Athlete Protection Policies and Guidelines.

18. Invitations to Tournaments and Other Activities: Athlete understands and agrees that any invitation to participate in approved tournaments or other activities as a representative of a U.S. Team or as an independent athlete must be approved by the President of her/his USA Water Ski Sport Discipline prior to any such participation.

19. Foreign Travel Requirements: Athlete (and her/his Parent or Legal Guardian, if the Athlete is a minor) is responsible for having a current United States Passport (valid for at least six (6) months from and after the designated event), visas and other documents which are required for entry into various countries. All costs of the above documentation will be borne by the Athlete. Athlete also understands and agrees that he or she will seek medical advice about immunization requirements at least twelve (12) weeks prior to travel to a foreign country, and will bear the expense of any required immunization.

IN WITNESS WHEREOF, the Parties in this Agreement duly execute this Agreement.

USA Water Ski & Wake Sports:

BY: _____ DATE: ____ / ____ / ____

Sport Discipline

BY: _____ DATE: ____ / ____ / ____

ATHLETE:

_____ DATE: ____ / ____ / ____

PARENT (If Athlete is a Minor)

_____ DATE: ____ / ____ / ____