

U.S. Paralympics Cycling
ATHLETE SELECTION PROCEDURES
2020 UCI Para-cycling Road World Championships
01/31/2020

CURRENTLY UNDER REVIEW FOR AMENDMENTS DUE TO QUALIFICATION EVENT
CANCELLATIONS/POSTPOSTMENTS FROM COVID-19 (03/17/2020)

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 hold a valid U.S. passport that will not expire for six months after the conclusion of the 2020 UCI Para-cycling Road World Championships.

1.1.2. Minimum International Paralympic Committee (IPC) standards for participation:

Any competitor in the 2020 UCI Para-Cycling Road World Championships must be a national of the country of the 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 UCDI Rules for World Championships (<https://www.uci.org/inside-uci/constitutions-regulations/regulations>).

1.1.3. Minimum International Federation (IF) standards for participation (if any):

Athlete must hold a USA Cycling International Racing License at the time of selection (www.usacycling.org).

At the time of selection an athlete must have a UCI International Classification with an international sport class status of R-Review, FRD-Fixed Review Date or C-Confirmed, or if there has been no opportunity for the athlete undergo international classification evaluation, the athlete must be evaluated by USOPC medical and/or Paralympic staff and determined likely to classify in the sport class in which he/she would be qualified for the Team; provided that athletes without an international sport class status are allowable for submission on the official team entry into this competition. description of sport-specific classification requirements and current athlete sport class status can be found at the UCI website at www.uci.ch.

1.1.4. Other requirements (if any):

Athletes age 18 or older will be required to undergo a background screen in accordance with the current USOPC Background Check Policy.

Athletes age 18 or older as of May 1, 2020 will be required to complete the U.S. Center for SafeSport's online training.

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.

Time Trial at the Fort Wayne Para-cycling Open

Saturday, April 18, 2020, Fort Wayne, IN

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

No preliminary or qualifying events are required.

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

Team size will be determined by implementing the procedures herein.

- A. Cycling Athletes: Three processes will be utilized to select cycling athletes to the team.
- i. **First**, outgoing Individual Road World Champions will be selected to the Team per UCI Rule 9.2.065 (<http://www.uci.ch>). An athlete selected to the Team pursuant to this process will be awarded a start right in the event(s) in which he/she qualified and may have the opportunity to compete in additional events where open start positions are available.
 - ii. **Second**, up to seven (7) male and five (5) female athletes will be selected to the Team based on the results of the individual time trial at the Fort Wayne Para-cycling Open in Fort Wayne, IN.
 - a. Only athletes who qualify in an event/sport class for which there is an open start right (per the UCI "Qualifying Places" table for the 2020 UCI Para-cycling Road World Championships) will be eligible for selection.
 - b. Only athletes who have met the talent pool standard in the time trial will be eligible for selection (Attachment A). If fewer than seven (7) male or five (5) female athletes meet the talent pool standard in the selection time trial, the remaining spots under this step will not be filled.

- c. Each athlete's result from the selection time trial will be converted to a "TT rank" (separate ranking lists for men and for women) by expressing it as a percentage vs. the National Road Time Trial standard (Attachment A). Each result will be rounded to the nearest one hundredth of a second.
 - d. If necessary, to break a tie among two or more athletes for the final Team slot under this step, selection will be based on the discretionary process as outlined in Section 2 below.
- iii. **Third**, up to four (4) athletes of any gender, not including tandem pilots (if applicable), **may** be nominated to the team based on a discretionary selection process. The discretionary selection criteria utilized to select these athletes is detailed in Section 2 below.

Athletes selected under steps 1.3.A.i, 1.3.A.ii, or 1.3.A.iii will be notified no later than 5:00 pm on April 21, 2020.

Athletes selected to the team must accept or refuse their participation electronically, within 48 hours of notification they have been selected.

All athletes selected to the team, and who have accepted their participation as part of the Team USA roster for the event must sign and complete the National Team Agreement, or the non-National Team agreement for the 2020 UCI Para-cycling Road World Championships, on or before Thursday, April 30, 2020.

The complete Team USA roster for the 2020 UCI Para-cycling Road World Championships will be published on May 1, 2020 at www.usparalympics.org.

Athlete selections to the Team will be finalized by U.S. Paralympics and submitted to the UCI and the World Championships Organizing Committee by the published entry deadline date.

Each athlete selected to the Team pursuant to sections 1.3.A.i, 1.3.A.ii, and 1.3.A.iii will receive start rights in the time trial and the road race at the 2020 UCI Para-cycling Road World Championships, up to the maximum start rights published in the UCI World Championships Qualifying places document, per sport class and event.

- B. Pilot Athletes: Pilot athletes, if applicable, will be selected to the team utilizing the discretionary criteria for pilot athletes as set forth in Section 2.2.B.
- C. Handcycle Relay: The Discretionary Selection Committee (Section 2.3), in consultation with the Associate Director, Para-cycling High Performance, shall select the athletes for the handcycle relay to be conducted at the 2020 UCI Para-cycling Road World Championships per the process outlined in Attachment F.

2. DISCRETIONARY SELECTION (if applicable)

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

The rationale for utilizing discretionary selection is to allow U.S. Paralympics Cycling the ability to select athletes based on their overall capabilities, performance and projected development, rather than on a single competition result.

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

A. Cycling athletes:

The U.S. Paralympics Cycling Discretionary Selection Committee will consider the following performance-related factors (which are not in priority order):

- i. The athlete(s) experienced an injury or illness or there was another personal factor that impeded maximal performance or prevented the athlete from competing at the selection event(s).
- ii. The athlete was reclassified during the 2020 competition season and represents a potential medal in the new sport class.
- iii. The athlete(s) experienced equipment failure, weather, interference, or other external factors, either natural or caused by others, at the qualifying event(s), that impeded what otherwise likely would have been a qualifying result.
- iv. The athlete won a medal in the event at the 2019 UCI Para-cycling Road World Championships.
- v. The athlete met a 2020 U.S. Paralympics Cycling National Team Standard.
- vi. The athlete is eligible and is likely to fill a position in the Handcycle Relay.
- vii. The athlete demonstrates a trend of improving performance in international competition, that when extended a reasonable distance into the future, intersects the current international performance standards for a top three (podium) finish.
- viii. The athlete can positively impact Team performance.
- ix. The athlete's performance in the time trial and/or the road race at the 2020 Fort Wayne Para-cycling Open.
- x. The availability of an open start right for the athlete's event/sport class.

B. Pilot Athletes:

Pilot athletes are used for the B classifications (visually impaired). A pilot athlete will typically work with one (1) athlete during practice, competition and day-to-day activities; therefore, accreditation allocation is typically provided for one pilot athlete per qualified athlete as outlined in UCI Rule 16.3.006.

The U.S. Paralympics Cycling Discretionary Selection Committee will consider the following performance-related factors (which are not in priority order) in selecting pilot athletes to the Team:

- i. Preference of the qualified visually impaired athlete.
- ii. Ability to positively affect the performance of the visually impaired athlete.
- iii. Demonstrated expertise of the pilot athlete—must have expertise and experience in the assigned athlete's specific event(s).
- iv. Knowledge and understanding of the UCI Rules pertaining to pilot athletes.

Pilot athletes will be held to the same standards and code of conduct as outlined in these Procedures.

The pilot athlete position is contingent on the selection of the visually impaired athlete to be piloted. If the visually impaired athlete declines his/her selection or is subsequently removed from the Team after selection, the pilot athlete also loses his/her place on the Team.

- 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:

U.S. Paralympics Cycling Discretionary Selection Committee

Director, U.S. Paralympics Cycling

Senior Director, High Performance, U.S. Paralympics

Associate Director, Para Cycling Sport Operations

Associate Director, Para Track and Field Sport Operations

Athlete 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 submission by U.S. Paralympics to the UCI and the World Championships Organizing Committee, an athlete who is to be selected to the team by U.S. Paralympics Cycling may be removed for any reasons, as determine by U.S. Paralympics Cycling:

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the Director, U.S. Paralympics Cycling.

- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by U.S. Paralympics Cycling. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by U.S. Paralympics Cycling, his/her injury will be assumed to be disabling and he/she may be removed.

- 3.1.3. Violation of the U.S. Paralympics Code of Conduct (Attachment C).

3.1.4. Re-classification by the UCI such that the athlete's qualifying performance would not have qualified him or her for the Team.

3.1.5. Removal by the UCI of the event in which the athlete qualified for the Team from the program of the 2020 UCI Para-cycling Road World Championships.

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per the USOPC Complaint Procedures for U.S. Paralympics National Teams and Paralympic Programs or the USOPC's Bylaws, Section 9.

3.2. Once athlete entries have been submitted to the Local Organizing Committee by the USOPC, the USOPC has jurisdiction over the team, at which time, in addition to the U.S. Paralympics Cycling Team Rules, the USOPC's Code of Conduct and Grievance Procedures apply. The USOPC's Code of Conduct and Grievance Procedures can be found at:

<http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman/Resources/Code-of-Conduct>

<http://www.teamusa.org/Footer/Legal/Governance-Documents>

3.3. An athlete may be removed from the Team for an adjudicated violation of CADF, UCI, IPC, WADA, USADA and/or USOPC 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 UCI and World Championships Organizing Committee:

Replacement athletes will be selected pursuant to discretionary selection set forth in Section 2.2.

4.1.2. After submission of Entries by Name to the UCI and World Championships Organizing Committee:

No replacement of athletes will occur.

5. SUPPORTING DOCUMENTS

U.S. Paralympics Cycling 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 2020 UCI Para-cycling Road World Championships.

6. REQUIRED DOCUMENTS

USOPC Code of Conduct for U.S. Paralympics National Teams and Paralympic Programs
(Attachment C)

USOPC Complaint Procedures for U.S. Paralympics National Teams and Paralympic Programs
(Attachment D)

U.S. Paralympics Cycling Non-NT Agreement
(Attachment G)

7. PUBLICITY/DISTRIBUTION OF PROCEDURES

The USOPC approved Selection Procedures (complete and unaltered) will be posted/published by U.S. Paralympics in the following locations:

7.1. U.S. Paralympics Cycling website: <http://www.usparalympics.org/sports/cycling>

8. DATE OF ENTRY TO THE UCI AND THE WORLD CHAMPIONSHIPS ORGANIZING COMMITTEE

Athlete selections to the team will be finalized by U.S. Paralympics and submitted to the UCI and the World Championships Organizing Committee on or before the published UCI entry deadline.

9. MANDATORY TRAINING AND/OR COMPETITION

There are no Team USA mandatory training camps for the 2020 UCI Para-cycling Road World Championships. However, an optional “mini-camp” will be available to interested athletes.

All athletes selected to the Team USA roster for the World Championships are required to share training logs and data with U.S. Paralympics Cycling via Training Peaks. In addition, athletes and their individual coaches will be contacted by the U.S. Paralympics Cycling Associate Director of High Performance to develop an agreed-upon training plan in preparation for the World Championships.

10. ANTI-DOPING REQUIREMENTS

Athletes must adhere to all CADF, UCI, IPC, WADA, USADA and/or USOPC anti-doping protocols, policies and procedures, as applicable. This includes participation in Out-of-Competition Testing as required by the CADF, UCI, IPC, WADA, USADA and/or USOPC Rules, as applicable.

11. DEVELOPMENT OF SELECTION PROCEDURES

The following committee/group (include names and titles) was responsible for creating these Selection Procedures:

Ian Lawless – Director, U.S. Paralympics Cycling

Matt Cramer – Senior Director, High Performance, U.S. Paralympics

Kyle McKinnis –Associate Director, Para Cycling Sport Operations
Allison Jones – Athlete Representative

12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USOPC Complaint Procedures for U.S. Paralympics National Teams and Paralympic Programs are included with this document as Attachment D.

13. INTERNATIONAL DISCLAIMER

These procedures are based on IPC, as applicable, and IF rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IPC, as applicable, and/or IF rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to U.S. Paralympics. 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 by U.S. Paralympics.

14. ATHLETE OMBUDSMAN

Athletes who have questions regarding their opportunity to compete that are not answered by U.S. Paralympics may contact the Athlete Ombudsman, Kacie Wallace, by:

- Telephone at (719) 866-5000
- E-mail at Kacie.Wallace@USOPC.org
- <http://www.athleteombudsman.org>

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 U.S. Paralympics Cycling.

Position	Print Name	Signature	Date
NGB/HPMO President or CEO/Executive Director	Julie Dusliere		1/31/20

Nat. Team Coach, Head Coach, or Nat. Program Director	Ian Lawless		1/31/20
USOPC Athletes' Advisory Council Representative*	Allison Jones		1/31/20

* If the USOPC 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 USOPC AAC Representative, the NGB/HPMO must designate an athlete from that sport to review and sign the Selection Procedures.

ATTACHMENT A

2020 Road Standards: Time Per Kilometer (Individual Time Trial)

Men	National Standard	Talent Pool Standard (105%)	Emerging Standard (115%)
H1	02:24.62	02:31.85	02:46.31
H2	01:46.10	01:51.40	02:02.01
H3	01:34.72	01:39.46	01:48.93
H4	01:29.64	01:34.12	01:43.08
H5	01:31.57	01:36.15	01:45.31
C1	01:29.50	01:33.97	01:42.92
C2	01:26.17	01:30.47	01:39.09
C3	01:22.80	01:26.94	01:35.22
C4	01:20.47	01:24.49	01:32.54
C5	01:18.45	01:22.37	01:30.22
T1	02:03.30	02:09.46	02:21.79
T2	01:43.59	01:48.77	01:59.13
B	01:02.97	01:06.12	01:12.42

Women	National Standard	Talent Pool Standard (105%)	Emerging Standard (115%)
H1	04:48.36	05:02.78	05:31.62
H2	02:42.46	02:50.59	03:06.83
H3	01:49.68	01:55.16	02:06.13
H4	01:49.78	01:55.27	02:06.25
H5	01:45.00	01:50.25	02:00.75
C1	01:59.95	02:05.94	02:17.94
C2	01:41.10	01:46.16	01:56.27
C3	01:36.17	01:40.98	01:50.59
C4	01:34.90	01:39.65	01:49.14
C5	01:29.26	01:33.73	01:42.65
T1	02:25.00	02:32.25	02:46.75
T2	01:59.07	02:05.02	02:16.93
B	01:24.20	01:28.41	01:36.83

*For more information about the 2020 U.S. Paralympic Road Cycling Standards, please see the 2020 Athlete & Sport Program Plan at <http://www.teamusa.org/US-Paralympics/Sports/Cycling/Athlete-and-Sport-Program>

ATTACHMENT B

Discretionary Selection Athlete Application

The U.S. Paralympics Cycling Discretionary Selection Committee will consider the performance-related factors outlined in section 2.2 in selecting athletes to the team.

Only athletes who have fulfilled the following requirements will be considered by the discretionary selection committee:

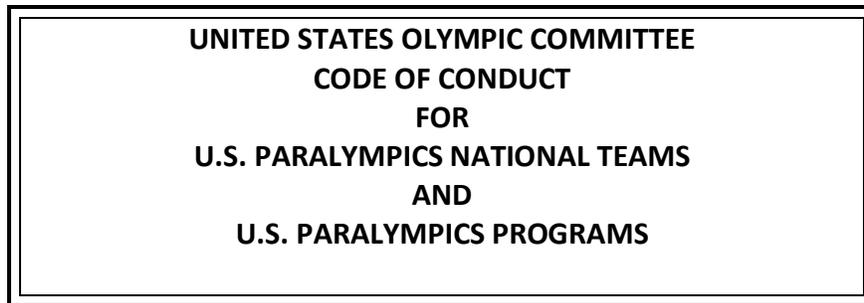
- Athlete(s) must have met the 2020 Talent Pool Standard (Attachment A) in the time trial at the 2020 Fort Wayne Para-cycling Open.
- Athlete(s) must have competed in the road race at the 2020 Fort Wayne Para-cycling Open.

Discretionary Application Link:

<https://www.teamworksapp.com/ext/B16BDBE2-C33F-D372-8350805816BE27FD>

ATTACHMENT C

Code of Conduct



ATHLETE PLEDGE AND AGREEMENT

I pledge to uphold the spirit of this Code of Conduct (the “Code”), which offers a guide to my conduct as a member of a U.S. Paralympics National Team or a U.S. Paralympics Team to international competition (the “Team”). This Code applies to those Paralympic sports in which the United States Olympic Committee (USOC) has not recognized a National Governing Body or a Paralympic Sport Organization to govern the sport. 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 membership on 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 U.S. Paralympics or the USOC;
- 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 notify U.S. Paralympics if (i) I have a physical injury or illness that might compromise my ability to compete; (ii) will submit, if requested, to a physical/medical examination by medical personnel approved by the USOC and authorize the submission of the physical examination/medical information to US Paralympics and the USOC; and (iii) understand that such injury or illness may be the 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 comply with all aspects of the SafeSport Code for the U.S. Olympic and Paralympic Movements, the SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement, the Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations, and all other athlete safety policies, procedures and protocols of the USOC;

- will not commit a doping violation as defined by the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the International Paralympic Committee (IPC) or USOC rules;
- am not currently provisionally suspended or serving a period of ineligibility for a doping violation and/or do not have a pending or unresolved doping charge;
- am not currently serving a suspension or been deemed permanently ineligible due to a SafeSport violation, and I have disclosed to U.S. Paralympics any current interim measure(s) and/or unresolved SafeSport allegation made against me;
- 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 the IPC and its pertinent committees, and its pertinent member organizations and under the rules of the USOC;
- am in possession of a valid U.S. passport, that will not expire prior to six months following the conclusion of any 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 maintain a level of personal hygiene and cleanliness appropriate to respect my teammates;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior nor in any form of verbal, physical or sexual harassment or abuse;
- will follow the Team rules, whether set by Team leadership or adopted by consensus, including by way of example, rules regarding curfew and required attendance at Team meetings;

- agree to wear the uniforms approved by U.S. Paralympics at official activities sponsored by the USOC or U.S. Paralympics as directed by U.S. Paralympics staff, and I agree to compete in the U.S. Paralympics-approved Team uniform, where such a uniform is provided, in competitions at which I am supported by U.S. Paralympics. I agree to wear the names and logos of U.S. Paralympics sponsors, suppliers and licensees on Team competition wear, other uniforms and casual wear as provided by U.S. Paralympics. I agree to not alter any Team uniform, either by removing or obstructing the names or logos of U.S. Paralympics sponsors, suppliers and licensees or by adding patches, stickers, or other means of displaying unauthorized names, logos or messages;
- agree to not demean or defame the USOC, U.S. Paralympics or its sponsors, their names, logos, marks, products or services. I acknowledge that endorsing and supporting U.S. Paralympics sponsors through my actions and words reflects well on the team and on those supporting the team.
- agree to be filmed, videotaped and photographed, and to have my image and voice otherwise recorded, in any media, during any event I am attending under the auspices of the USOC or U.S. Paralympics, by U.S. Paralympics official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by U.S. Paralympics, under the conditions specified by U.S. Paralympics. I hereby grant U.S. Paralympics the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, my name, picture, likeness, voice and biographical information for: (1) news and information purposes, (2) promotion of the Paralympic movement and the specific competition(s) in which I compete, (3) promotion of the Team, and (4) promotion of U.S. Paralympics and the USOC ; in no event may U.S. Paralympics or the USOC 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 USOC or Paralympic Team apparel or equipment or the use of any USOC or U.S. Paralympics logo for the purpose of trade, promotion, fundraising or on merchandise, without the prior written consent of U.S. Paralympics;
- will abide by the rules of the IPC or other Paralympic international federation concerning allowable trademark identification on clothing and equipment worn or used in competition or on my body (such as visible tattoos).
- will be responsible for payment of all legal fees and expenses if I require legal representation because I am accused of a doping violation or criminal misconduct, or if for any other reason I require the services of an attorney;

- will act in a way that will bring respect and honor to myself, my teammates, the Team, U.S. Paralympics, the USOC, and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Paralympic Movement.

ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman, at 719.866.5000 or ombudsman@usathlete.org for further information regarding my rights under this Code that are not answered by U.S. Paralympics.

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 a member of the Team.

Signature

Date

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

Signature

Date

Relationship (Parent or Guardian)

ATTACHMENT D

USOPC Complaint Procedures

U.S. Paralympics Complaint Procedures can be found at the following link:

<https://www.teamusa.org/US-Paralympics/Sports/Cycling/-/media/2501784C47D44E459EEDFB843866088D.ashx>

Attachment E

U.S. Paralympics Cycling Team Rules

The following rules apply to all official National Team and Team USA para-cycling activities and events (additional rules may be implemented on a per-event basis as needed):

- The possession or use of weapons, tobacco products (including E-cigarettes or vape pens) or controlled substances by any athlete or staff member is prohibited. If an athlete possesses a Therapeutic Use Exemption (TUE) for medical marijuana, it may not be used within the confines of a shared room. Despite the existence of a TUE, athletes are required to abide by local, state, and federal laws of the country, city, or region in which any team activity takes place.
- Daily Curfews (“lights out” times) established by the Team Staff and published in the daily schedule must be observed by all athletes.
- Team members and staff will attend all team functions including meetings, practices, exhibitions, press conferences, competitions, etc., unless otherwise excused or instructed by U.S. Paralympics staff.
- Team members and staff will wear USOPC and/or U.S. Paralympics Cycling provided apparel as required and as designated by Team leadership (Director, Associate Director of High Performance, Associate Director of Operations).
- Team members and staff will cooperate with Team leadership U.S. Paralympics staff.
- Team members and staff will refrain from behavior that would detract from a positive image of the U.S. Paralympics Cycling National Team or that would be detrimental to its performance objectives.
- Team members and staff will display proper respect and sportsmanship toward coaches, officials, administrators, fellow competitors and the public.
- Team members are required to sleep in their assigned rooms and are not permitted to switch rooms – even temporarily – without prior approval from team staff.
- An open and observable environment should be maintained for all interactions between staff and athletes. Private, or one-on-one situations should be avoided unless open and observable. Common sense should be used to move a meeting to an open and observable location if the meeting inadvertently begins in private.
- Bullying, harassment, disparagement, or defamation of teammates, fellow competitors, team staff, event organizers, or UCI/IPC representatives – verbally, through social media, email, or text – is prohibited.
- Public intoxication or consuming alcohol to excess is prohibited.
- Staff drinking with athletes is **not allowed**. This includes being in the same establishment or even in the same room together.
- Friends and family are not permitted in athlete rooms or beyond the hotel lobby.
- Team USA staff **only** on the field of play (including team pits/cabins). No

friends/family/personal coaches.

- For athletes who need help putting on competition apparel (i.e. speedsuits):
 - Athletes are not required to have assistance and should request it of the staff if/when they require it.
 - There will always be at least three persons present when assisting with suits:
 - Three persons can be defined as two athletes (including the athlete putting on the suit) and one staff member, or one athlete and two staff members. The make-up of staff and athletes when assisting with suits should be the same gender whenever possible.
 - Staff will be considerate of the athlete and will avoid all but inadvertent touching of the groin, buttocks, and breast area.

ATTACHMENT F

2020 UCI Para-cycling Road World Championships – Handcycle Relay Selection Process

Coming soon

ATTACHMENT G

U.S. Paralympics Cycling 2020 Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of the date this Agreement is fully executed (the "Effective Date"), is by and between the United States Olympic Committee d/b/a the United States Olympic & Paralympic Committee ("USOPC"), a Colorado nonprofit corporation having its principal office at One Olympic Plaza, Colorado Springs, CO 80909 on behalf of U.S. Paralympics Cycling ("U.S. Paralympics"), and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and U.S. Paralympics Cycling may be collectively referred to herein as the "Parties" and each individually as a "Party." U.S. Paralympics is a division of the United States Olympic & Paralympic Committee.

Recitals

U.S. Paralympics is the national governing body for the sport of Paralympic Cycling 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 for Paralympic Cycling, U.S. Paralympics Cycling is responsible for developing elite athletes to compete in the Paralympic Games and other international competitions. As part of that mission, U.S. Paralympics Cycling has developed an athlete program to support athletes who have demonstrated the capability to be elite international athletes.

Athlete desires, but is not required, to participate in the athlete program by executing this Athlete Agreement and the terms and conditions set forth herein. Failure to choose to participate in this Athlete Agreement may not be used by U.S. Paralympics Cycling as a basis on which to prohibit an athlete from participating in a protected competition pursuant to the provisions of the Act. Similarly, U.S. Paralympics Cycling is not required to offer an Athlete Agreement to any specific athlete.

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 and Early Termination. This Agreement will commence as of the Effective Date and continue through and including 12/31/2020. However, if either Party should fail to perform or be in breach of any of its obligations contained in this Agreement, and such default is not curable or such default is curable but remains uncured for ten (10) business days after written notice thereof has been given to the defaulting Party, the other Party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting Party. The Parties may exercise their rights under this Section without precluding any other remedies available to them under this Agreement and applicable law.

2. Obligations of U.S. Paralympics Cycling. U.S. Paralympics Cycling agrees to perform the following duties and obligations:

(a) Respect for Athlete's Training. In carrying out its duties and activities under this Agreement, U.S. Paralympics Cycling will be respectful of, and use reasonable efforts to avoid interfering with Athlete's training and competition schedules.

(b) Use of Image. In no event will U.S. Paralympics Cycling 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) U.S. Paralympics Cycling Support. U.S. Paralympics will pay for air transportation (or ground equivalent), lodging, on-site ground transportation, meals, and coaching support for official U.S. Paralympics Cycling training and competition events so long as the travel arrangements and other accommodations are made through U.S. Paralympics.

(d) *Personal Performance Gear.* U.S. Paralympics Cycling will not prevent athlete from using personal performance gear, as defined by U.S. Paralympics Cycling, of his/her choice in competitions and training. Further, U.S. Paralympics Cycling will not require Athlete to cover up a manufacturer logo on personal performance gear, so long as it complies with the relevant International Paralympic Committee ("IPC") and international federation rules regarding size and placement.

(e) *Athlete's Personal Endorsements.* U.S. Paralympics Cycling will not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the sponsoring company. Athlete will not be required to give U.S. Paralympics Cycling right of first refusal for any of U.S. Paralympics Cycling's sponsors regarding a personal contract with individual Athlete. However, Athlete will make reasonable best efforts to ensure that any and all sponsorship appearances and other activities do not conflict with any training or competition activities. Any conflicts with mandatory team activities/obligations, without the prior approval of U.S. Paralympics Cycling, could result in a fine.

(f) *Agents.* U.S. Paralympics Cycling will not prevent Athlete from hiring or retaining an agent.

(g) *Logo Space on Uniforms or Equipment.* U.S. Paralympics Cycling grants Athlete the use of logo space as identified by U.S. Paralympics Cycling in addition to the IPC rulebook for use by Athlete for Athlete's personal sponsors as long as such sponsors do not compete with USOPC sponsors unless otherwise approved by the USOPC in its sole discretion on a case-by-case basis. A list of USOPC sponsors is attached as **Exhibit A** and is incorporated herein.

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

(a) *NGB Membership and Eligibility.* Athlete is and will remain a member in good standing with U.S. Paralympics Cycling throughout the Term. Athlete must be a U.S. citizen and hold a valid passport. Further, throughout the Term of this Agreement, Athlete must (i) remain eligible to compete in international competition for the United States, (ii) be internationally classified by Union Cycliste Internationale (UCI), and (iii) hold a current season license.

(b) *Administrative Deadlines.* Athlete will comply with any and all applicable deadlines established by U.S. Paralympics Cycling.

(c) *Athlete Safety.* Athlete acknowledges he/she is a 'Participant' and therefore is responsible for knowing the information outlined within the U.S. Center for SafeSport's ("the Center") SafeSport Code for the U.S. Olympic and Paralympic Movement (the "SafeSport Code") and by virtue of being a Participant, has expressly agreed to this Code's policies and procedures and all other applicable athlete safety policies, procedures and protocols of the USOPC and the Center. Such policies include the [USOPC Athlete Safety Policy](#), which is incorporated herein by reference. The [SafeSport Code](#) is also incorporated herein by reference. In addition, if over the age of 18 at any time during the Term of this Agreement, Athlete will be required to comply with the requirements in the USOPC's [Minor Athlete Abuse Prevention Policies, including, but not limited to completion of, and remaining current on, the mandatory training requirements.](#)

(d) *Background Check.* If over the age of 18 during the Term of this Agreement, Athlete will be required to undergo a background screen in accordance with the USOPC's Background Check Policy. If applicable, Athlete must complete their background screen as required by the USOPC.

(e) *Anti-Doping.* Athlete will comply with all applicable anti-doping policies, procedures and protocols of the USOPC, IPC, UCI, World Anti-Doping Agency (WADA), and United States Anti-Doping Agency (USADA).

(f) *Code of Conduct.* Athlete will sign and abide by the USOPC Code of Conduct for U.S. Paralympics National Teams and U.S. Paralympics Programs, which is attached and incorporated herein as **Exhibit B**.

(g) *Team Rules.* Athlete will abide by the U.S. Paralympics Cycling Team Rules, which is attached and incorporated herein as **Exhibit C**.

(h) *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 U.S. Paralympics Cycling's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by U.S. Paralympics Cycling, under the conditions specified by U.S. Paralympics Cycling (the "Footage").

Athlete grants to U.S. Paralympics Cycling 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 of Paralympic Cycling, provided that, in no event may U.S. Paralympics Cycling 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.

Athlete also grants to U.S. Paralympics Cycling the right to use athlete's image in any U.S. Paralympics Cycling group licensing promotion, provided that, in no event may U.S. Paralympics Cycling 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. Athlete understands that U.S. Paralympics Cycling will exercise this right only in a group basis (i.e. applications involving the use of images of three or more Athletes).

(i) *Participation in Media Sessions.* Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by U.S. Paralympics Cycling, to promote a competition in which Athlete is participating.

(j) *Promotional Efforts.* Athlete will, on his/her personal web site and on social media sites (including without limitation Facebook, Instagram, Snapchat and Twitter), promote U.S. Paralympics Cycling collaboratively and in good faith.

(k) *Training and Competitions.* Unless otherwise agreed by U.S. Paralympics Cycling in writing, Athlete will attend the specific training and competition activities and events identified by the Director of U.S. Paralympics Cycling. Any requests for waivers to not attend any mandatory session must be in writing from Athlete to the Director, U.S. Paralympics Cycling in advance of the scheduled activity start date. Athlete will provide his/her own personal sport-specific equipment (skis, bicycle, racing wheelchair, sport prosthesis, etc.) of quantity and quality necessary to maintain the level of performance demonstrated in achieving Team standards.

(l) *Commitment to Train and Participate.* Athlete commits to U.S. Paralympics Cycling that it is his/her intention to train for any and all 2020 competitions for which Athlete is named to the Team USA roster and, barring injury or other unforeseen circumstances, provided that Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete or attempt to compete at such competitions.

(m) *NCAA and/or NFHS Eligibility.* If Athlete wishes to remain eligible under National Collegiate Athletic Association ("NCAA") and/or National Federation of State High School Associations ("NFHS") rules, it is the Athlete's responsibility to know the rules, including but not limited to those related to compensation, endorsement and agent responsibilities, and to take the necessary steps to remain eligible.

(n) *Athlete Personal Sponsors.* Athlete agrees to comply with the Athlete Commercial Guidelines attached and incorporated herein as **Exhibit D**. Further, Athlete may not use or authorize the use of the U.S. Paralympics Cycling's intellectual property without the express written permission of U.S. Paralympics Cycling. U.S. Paralympics Cycling intellectual property includes but is not limited to: (i)

photographs, films or videos of Athlete in U.S. Paralympics Cycling apparel or equipment, (ii) the marks and logos of U.S. Paralympics Cycling, and (iii) any references to or terms involving the National Team.

(o) *Team Apparel.* Athlete will wear designated U.S. Paralympics Cycling apparel at all official Team functions and events and will not conceal or cover-up any U.S. Paralympics Cycling sponsor, supplier or licensee brand or other identification appearing on U.S. Paralympics Cycling 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. Dispute Resolution. This dispute-resolution process applies broadly and encompasses any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement, except for those complaints brought under Section 9 of the USOPC Bylaws. The Parties agree that the dispute-resolution process outlined in this section is both mandatory and the exclusive means of dispute resolution. Any officer, principal, employee, agent or other representative of the USOPC or U.S. Paralympics Cycling can invoke and enforce this dispute-resolution process. The dispute-resolution process consists of the following steps:

(a) *Step 1: Good-Faith Negotiation.* The Parties must first engage in a single, in-person meeting in Colorado Springs, Colorado, at the USOPC headquarters located at One Olympic Plaza, Colorado Springs, Colorado 80909. At this meeting, the Parties must discuss all controversies, disputes, and claims in good faith in an effort to resolve them. The meeting will be conducted at a mutually agreed upon date and time, but the meeting must take place within thirty (30) days after any Party requests in writing a good-faith negotiation under this provision, unless the Parties mutually agree, in writing, that the meeting will take place beyond this 30-day deadline. Each Party must have present at least one person with authority to settle and resolve the pending controversies, disputes, or claims on a final basis.

(b) *Step 2: Internal Complaint Procedures.* If the good-faith negotiation does not result in a settlement of the dispute, and if a Party wishes to pursue the matter further, that Party must submit the dispute in accordance with the U.S. Paralympics Complaint Procedures, which are attached to this Agreement as **Exhibit E** and incorporated herein.

(c) *Step 3: Arbitration.* After completing the internal hearing under the U.S. Paralympics Complaint Procedures, and if a Party wishes to pursue the matter further, that Party must submit the dispute to final and binding arbitration. The Party must initiate the arbitration by filing with the American Arbitration Association (“AAA”) a demand for arbitration. The Party must make this filing within thirty (30) days of after the completion of the internal hearing.

(i) *Scope of Arbitration.* Any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement will be finally settled by arbitration administered by the AAA using its Commercial Rules.

(ii) *Arbitrability, Location, and Governing Law.* The arbitrator will determine whether a particular controversy, dispute, or claim falls within the scope of this dispute-resolution process. The arbitration will take place either telephonically or in Colorado Springs, Colorado, and will be subject to the Colorado Uniform Arbitration Act, Colo. Rev. State. §§ 13-22-201 to -230.

(iii) *Number and Selection of Arbitrator and Judgment on Award.* A single arbitrator will conduct the arbitration. Each Party will propose three potential arbitrators, and if the Parties are unable to agree on a single arbitrator, they will allow AAA to select one of the proposed arbitrators. Judgment on the arbitrator's award can be entered in any court that has jurisdiction over the arbitrator's award or that has jurisdiction over the relevant party or its assets.

(iv) *Confidentiality.* Each Part reserves the right to seek a protective order from the arbitrator as authorized by Colorado Revised Statutes section 13-22-217(5).

(v) *Privileges and Work Product.* The Parties agree that no disclosure of a communication or document in the course of the dispute-resolution process under this section 6 will constitute a waiver of the attorney-client privilege, the work-product doctrine, or any other applicable privilege, doctrine, or rule.

(vi) *Damages and Costs.* The Parties expressly waive any right to punitive, exemplary, or similar damages as a result of any controversy, dispute, or claim—including but not limited to a claim based on contract, tort, or statute—that arises out of this Agreement, that is related or connected in any way to this Agreement, or that touches matters covered by this Agreement. The Parties will share equally all costs and expenses of the arbitrator. Each Party will bear its own costs and expenses incurred in preparing and presenting its case, including the expenses of its attorneys, experts, and witnesses.

5. *Miscellaneous.*

(a) *Nature of the Parties Relationship.* It is expressly understood and agreed that, in the performance of this Agreement, U.S. Paralympics Cycling and Athlete will 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 U.S. Paralympics Cycling's trademarks, or in or to any copyright or other right in and to U.S. Paralympics Cycling's materials. Likewise, except as stated in this Agreement, nothing contained herein will be construed as an assignment or grant to U.S. Paralympics Cycling 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 will be in writing and 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 address set forth in this Agreement.

(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 or exhibits 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 will be governed by and interpreted in accordance with the laws of the State of Colorado.

Agreed and Accepted by:

UNITED STATES OLYMPIC COMMITTEE d/b/a UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE on behalf of U.S. PARALYMPICS CYCLING:

Signature

Date

Print Name

Title

ATHLETE:

Athlete Signature

Date

Print Name

Address

City

State

Zip

PARENT/GUARDIAN:

(For Athletes under the age of 18 as of the Effective Date)

Signature

Date

Print Name & Relationship (Parent or Guardian)

EXHIBIT A
USOPC SPONSORS

The Coca Cola Company
24 Hour Fitness
Adecco
Alibaba
Atos Origin
Bridgestone

Comcast
Deloitte
DeVry
Dow
General Electric
The Hartford
Hershey
Highmark
Intel

Kellogg's
Liberty Mutual
Milk Life
Mondelez
NBC
Nike
Panasonic
Procter & Gamble
Samsung
Smucker's
Swatch
Toyota
United
USG
Visa

Exhibit B

**UNITED STATES OLYMPIC & PARALYMPIC COMMITTEE
CODE OF CONDUCT FOR
U.S. PARALYMPICS NATIONAL TEAMS
AND
U.S. PARALYMPICS PROGRAMS**

ATHLETE PLEDGE AND AGREEMENT

I pledge to uphold the spirit of this Code of Conduct (the “Code”), which offers a guide to my conduct as a member of a U.S. Paralympics National Team or a U.S. Paralympics Team to international competition (the “Team”). This Code applies to those Paralympic sports in which the United States Olympic & Paralympic Committee (USOPC) has not recognized a National Governing Body or a Paralympic Sport Organization to govern the sport. 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 membership on 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 U.S. Paralympics or the USOPC;
- 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 notify U.S. Paralympics if (i) I have a physical injury or illness that might compromise my ability to compete; (ii) will submit, if requested, to a physical/medical examination by medical personnel approved by the USOPC and authorize the submission of the physical examination/medical information to US Paralympics and the USOPC; and (iii) understand that such injury or illness may be the 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 comply with all aspects of the U.S. Center for SafeSport’s (the “Center”) SafeSport Code for the U.S. Olympic and Paralympics Movements (the “SafeSport Code”) and all other applicable athlete safety policies, procedures and protocols of the USOPC and the Center. Such policies include the USOPC Athlete Safety Policy and the Minor Athlete Abuse Prevention Policies;
- will not commit a doping violation as defined by the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the International Paralympic Committee (IPC) or USOPC rules;
- am not currently provisionally suspended or serving a period of ineligibility for a doping violation and/or do not have a pending or unresolved doping charge;

- will immediately notify the USOPC at athlete.safety@usoc.org if I have any (a) unresolved allegations of SafeSport Code violations, (b) participation restriction, safety plan(s), temporary measure(s) and/or sanction(s);
- 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; and I have the affirmative duty to disclose my criminal history to the USOPC. Failing to disclose, or intentionally misrepresenting, an arrest, plea, or conviction is grounds for disciplinary action regardless of when the offense is discovered or occurred;
- 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 IPC and its pertinent committees, and its pertinent member organizations and under the rules of the USOPC;
- am in possession of a valid U.S. passport, that will not expire prior to six months following the conclusion of any 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 maintain a level of personal hygiene and cleanliness appropriate to respect my teammates;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior nor in any form of verbal, physical or sexual harassment or abuse;
- will follow the Team rules, whether set by Team leadership or adopted by consensus, including by way of example, rules regarding curfew and required attendance at Team meetings;
- agree to wear the uniforms approved by U.S. Paralympics at official activities sponsored by the USOPC or U.S. Paralympics as directed by U.S. Paralympics staff, and I agree to compete in the U.S. Paralympics-approved Team uniform, where such a uniform is provided, in competitions at which I am supported by U.S. Paralympics. I agree to wear the names and logos of U.S. Paralympics sponsors, suppliers and licensees on Team competition wear, other uniforms and casual wear as provided by U.S. Paralympics. I agree to not alter any Team uniform, either by removing or obstructing the names or logos of U.S. Paralympics sponsors, suppliers and licensees or by adding patches, stickers, or other means of displaying unauthorized names, logos or messages;
- agree to not demean or defame the USOPC, U.S. Paralympics or its sponsors, their names, logos, marks, products or services. I acknowledge that endorsing and supporting U.S. Paralympics sponsors through my actions and words reflects well on the team and on those supporting the team.

- agree to be filmed, videotaped and photographed, and to have my image and voice otherwise recorded, in any media, during any event I am attending under the auspices of the USOPC or U.S. Paralympics, by U.S. Paralympics official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by U.S. Paralympics, under the conditions specified by U.S. Paralympics. I hereby grant U.S. Paralympics the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, my name, picture, likeness, voice and biographical information for: (1) news and information purposes, (2) promotion of the Paralympic movement and the specific competition(s) in which I compete, (3) promotion of the Team, and (4) promotion of U.S. Paralympics and the USOPC ; in no event may U.S. Paralympics or the USOPC 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 USOPC or Paralympic Team apparel or equipment or the use of any USOPC or U.S. Paralympics logo for the purpose of trade, promotion, fundraising or on merchandise, without the prior written consent of U.S. Paralympics;
- will abide by the rules of the IPC or other Paralympic international federation concerning allowable trademark identification on clothing and equipment worn or used in competition or on my body (such as visible tattoos).
- will be responsible for payment of all legal fees and expenses if I require legal representation because I am accused of a doping violation or criminal misconduct, or if for any other reason I require the services of an attorney;
- will act in a way that will bring respect and honor to myself, my teammates, the Team, U.S. Paralympics, the USOPC, and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Paralympic Movement.

ATHLETE OMBUDSMAN

I may contact the USOPC Athlete Ombudsman, at 719.866.5000 or ombudsman@usathlete.org for further information regarding my rights under this Code that are not answered by U.S. Paralympics.

PARTICIPANT 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 a member of the Team.

Signature

Date

Name (Print)

PARENT/GUARDIAN CERTIFICATION

(For Participants Under the Age of 18 as of Date of Signature)

I certify that I, as parent/guardian with legal responsibility for this participant, have read and accept this Code of Conduct and, on behalf of my minor participant, agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being a member of the Team.

Signature

Date

Name (Print)

Relationship (Parent or Guardian)

EXHIBIT C

U.S. Paralympics Cycling Team Rules

The following rules apply to all official National Team and Team USA para-cycling activities and events (additional rules may be implemented on a per-event basis as needed):

- The possession or use of weapons, tobacco products (including E-cigarettes or vape pens) or controlled substances by any athlete or staff member is prohibited. If an athlete possesses a Therapeutic Use Exemption (TUE) for medical marijuana, it may not be used within the confines of a shared room. Despite the existence of a TUE, athletes are required to abide by local, state, and federal laws of the country, city, or region in which any team activity takes place.
- Daily Curfews (“lights out” times) established by the Team Staff and published in the daily schedule must be observed by all athletes.
- Team members and staff will attend all team functions including meetings, practices, exhibitions, press conferences, competitions, etc., unless otherwise excused or instructed by U.S. Paralympics staff.
- Team members and staff will wear USOPC and/or U.S. Paralympics Cycling provided apparel as required and as designated by Team leadership (Director, Associate Director of High Performance, Associate Director of Operations).
- Team members and staff will cooperate with Team leadership U.S. Paralympics staff
- Team members and staff will refrain from behavior that would detract from a positive image of the U.S. Paralympics Cycling National Team or that would be detrimental to its performance objectives.
- Team members and staff will display proper respect and sportsmanship toward coaches, officials, administrators, fellow competitors and the public.
- Team members are required to sleep in their assigned rooms and are not permitted to switch rooms – even temporarily – without prior approval from team staff.
- An open and observable environment should be maintained for all interactions between staff and athletes. Private, or one-on-one situations should be avoided unless open and observable. Common sense should be used to move a meeting to an open and observable location if the meeting inadvertently begins in private.
- Bullying, harassment, disparagement, or defamation of teammates, fellow competitors, team staff, event organizers, or UCI/IPC representatives – verbally, through social media, email, or text – is prohibited.
- Public intoxication or consuming alcohol to excess is prohibited.
- Staff drinking with athletes is **not allowed**. This includes being in the same establishment or even in the same room together.
- Friends and family are not permitted in athlete rooms or beyond the hotel lobby
- Team USA staff **only** on the field of play (including team pits/cabins). No friends/family/personal coaches.
- For athletes who need help putting on competition apparel (i.e. speedsuits):
 - Athletes are not required to have assistance and should request it of the staff if/when they require it.
 - There will always be at least three persons present when assisting with suits:
 - Three persons can be defined as two athletes (including the athlete

putting on the suit) and one staff member, or one athlete and two staff members. The make-up of staff and athletes when assisting with suits should be the same gender whenever possible.

- Staff will be considerate of the athlete and will avoid all but inadvertent touching of the groin, buttocks, and breast area.

EXHIBIT D

Olympic and Paralympic
Athlete Commercial Guidelines

Please click the link below for the guidelines.

<https://www.teamusa.org/Team-USA-Athlete-Services/Athlete-Marketing/Athlete-Commercial-Guidelines>