



## **2023-2024 SENIOR NATIONAL TEAM LA BASED TRAINING AGREEMENT**

USA Artistic Swimming ("USAAS") congratulates you on your selection to the 2023-2024 Senior National Team! Because of the many privileges and responsibilities which national team athletes, coaches, team managers and other members of the official delegation receive and incur as representatives of the United States and USAAS in international and national competition(s), USAAS requires that you sign this agreement as a condition of your becoming a member of the 2023-2024 Senior National Team.

### **ATHLETE BILL OF RIGHTS**

Amendments to this Appendix T are the responsibility of the Board of Directors. The Athletes Executive Council can modify this Appendix by recommending changes to the Board of Directors for approval.

### **INTRODUCTION**

USA Artistic Swimming (USAAS) grants the privilege of athlete membership to individuals committed to its mission. The privilege of membership may, therefore, be withdrawn by USAAS at any time where USAAS determines that an athlete member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it.

Athlete members have the responsibility to:

- Uphold the values of USAAS and their club organizations.
- Respect the integrity of the sport.
- Respect the rights and well-being of, and not discriminate against, other athletes, coaches, officials, volunteers, employees and others within the artistic swimming organization and/or other sporting environments.
- Act in accordance with the USAAS Code of Ethics (see Appendix P). Athletes are encouraged to report unethical behavior, including instances of infringement upon or violation of the rights in this Appendix T.
- Comply with the rules of USAAS, and the communities and venues used for training or competition.
- Participate and vote in athlete representatives' elections.
- Attend USAAS meetings and express athlete opinion.
- Inform themselves and be aware of their rights and responsibilities.



In order to assist all athlete members who participate in artistic swimming, USAAS has adopted the Athlete Bill of Rights that follows.

## **ARTICLE 1**

### **ELEMENTS OF THE ATHLETE BILL OF RIGHTS**

#### **1.01 Participation:**

Athletes have the right to participate in artistic swimming regardless of race, ethnicity, culture, religion, sex (including gender identity, sexual orientation or pregnancy), age, family status, socio-economic status, geographical location, nationality, body shape, beliefs, mental or physical ability or other defining characteristics. See Appendix P, Code of Ethics.

#### **1.02 Respect and Equity:**

Athletes shall be respected by all members of the USAAS organization including, but not limited to, other athletes, parents, coaches, spectators, officials, employees and volunteers.

Athletes shall not be discriminated against based on race, ethnicity, culture, religion, sex (including gender identity, sexual orientation or pregnancy), age, family status, socio-economic status, geographical location, nationality, body shape, beliefs, mental or physical ability or other defining characteristics. See Appendix P.

#### **1.03 Training and Competition:**

Athletes have the right to:

- Train and compete in an environment that is free from bullying, hazing, harassment, emotional misconduct, physical misconduct, or sexual misconduct in any form. See Appendix Q, Athlete Safety Policy.
- Be instructed by qualified individuals with professional credentials and/or proper organizational training. Qualified individuals are required to comply with Appendix Q, Athlete Safety Policy.
- Train and compete without fear of relinquishing any of the rights listed in this Appendix T.
- Make personal health decisions regarding training and competing during global health crises or state of emergency, like earthquake, tornado, hurricane, and similar disasters.
- Request equitable training opportunities, when necessary.
- Train and compete in facilities that are clean and properly maintained.
- Feel comfortable in their swimwear and team apparel. In addition, athletes have the right to train and compete in swimwear that aligns with their identity without discrimination, judgement or question.
- Train and compete in routines which use appropriate and non-offensive music and/or theme.

#### **1.04 Health and Wellness:**

Athletes have the right to pursue, and be supported in the pursuit of, a healthy lifestyle that



includes proper nutrition, mental health support, adequate rest and recuperation. They have the right to feel comfortable with their body shape or weight, without being pressured to change through unhealthy diets or restrictive means.

In addition, athletes are entitled to practice proper injury prevention, seek qualified care and take adequate healing time for optimal injury recovery.

#### 1.05 Culture and Religion:

Athletes have the right to have their cultural and religious practices respected. Athletes may, respectfully, share their beliefs and values within their athletic environment. Athletes may be excused, without repercussions, from training for religious holidays and/or cultural events. Athletes have the right to have their nutritional choices respected for religious and/or cultural practices.

#### 1.06 Communication:

Athletes shall utilize the lines of communication to share concerns about the USAAS environment, and may do so without jeopardizing their ability to participate and/or negatively impact their success. Violation of Athletes' rights shall be communicated to the appropriate person(s) as follows:

- For concerns about athlete safety, contact the U.S. Center for SafeSport or [safesport@usaartisticswim.org](mailto:safesport@usaartisticswim.org) and see Appendix Q, Article 4, for instructions on mandatory reporting.
- For questions about any other provision of this Appendix T, contact the USAAS Executive Director, the Vice President Diversity, Equality and Inclusion, or the Athletes Executive Council at [aec@usaartisticswim.org](mailto:aec@usaartisticswim.org).

#### 1.07 Right to Privacy:

Athletes have a reasonable right to privacy and confidentiality regarding their personal lives, health and well-being.

#### 1.08 Compliance:

Failure to comply with the Athlete Bill of Rights is a violation of the Code of Ethics. Refer to Appendix P, Article 2 for recommended grievance process.



## AGREEMENT

In order to meet its obligations as the National Governing Body for the sport of artistic swimming, including fielding teams to represent the United States in international competitions, USAAS selects and trains the National Teams.

I hereby accept USAAS's offer that I become a member of its 2023-2024 National Team, and hereby agree to comply with each and all of the following terms and conditions. I recognize that, as a member of the national team, I am serving as a representative of the thousands of people participating in artistic swimming throughout the United States who are members of USAAS, and I will conduct myself accordingly.

### **1. Participation in Year-round Training, Training Camps, Exhibitions and/or Competitions.**

a. If I am participating as an athlete, I will comply with all training requirements established by the high-performance manager, coaches and/or team manager. This includes, but is not limited to, requirements that I:

- (1) participate in all national team training and training camps for the full duration of those camps, unless excused by the high-performance manager and/or coaches in writing.
- (2) attend all practices and events; follow established procedures and present proper documentation when, under extenuating circumstances, I am unable to attend.
- (3) adhere to training schedules and regimens provided by the coaches.
- (4) participate in all required psychological and physical testing;
- (5) maintain myself in competition-ready physical condition;
- (6) Use my best efforts to keep myself in good health, and will:
  - (a) practice a safe and proactive approach to prevent illness and injury. I will promptly report any illness and/or injury to the coaches; and
  - (b) maintain appropriate and healthy nutrition habits to sustain my ability to train and compete at the high intensity levels required for elite athletes.

An athlete who declines an invitation to a training camp, competition or exhibition, unless excused prior to the camp, competition or exhibition by the high-performance manager and/or coaches in writing, will be removed from the national team.

b. As an Athlete, I will make every effort to be available to:

- (1) participate in national or international competitions and exhibitions when invited to do so by USAAS; and
- (2) perform to the best of my ability whenever participating in any competition or exhibition.



## 2. Athlete Stipends, Elite Athlete Health Insurance (EAHI) & Other Resources

Direct Athlete Support Stipends Eligibility and Criteria Approved for this Term:

- January 1, 2023 – December 31, 2023
- Stipends of \$1,250/month will be awarded based on satisfaction of all criteria outlined below:
  - Selected to the National Team Squad
  - Training year-round at the National Training Center
  - Ranked as a top 10 team athlete
- Stipends of \$416.66/month will be awarded based on satisfaction of all criteria outlined below:
  - Selected to the National Team Squad
  - Training year-round at the National Training Center
  - Ranked as the 11 or 12 athlete
- Stipends will be evenly allocated from a pool of \$1,000/month to Nominated Duet athletes based on satisfaction of all criteria outlined below:
  - Nominated to the National Duet
  - Training year-round at the National Training Center
- Athletes eligible for all stipends will be ranked three times annually:
  - At the start of 2023
  - World Championship Team Nomination
  - October 15, 2022 (Start of the new season)
- Stipends will be paid on the last day of the month starting January 30

*The above stipend will not apply to Mixed Duet athletes.*

EAHI Eligibility and Criteria Approved for this Term:

- Athletes enrolled in EAHI as of January 1, 2023, may remain on EAHI through September 1, 2023.
- EAHI eligibility will be evaluated December 15, 2022 and following national team selections (May, 2023), and will be offered based on meeting all criteria outlined below:
  - Training year-round at the National Training Center

### Operation Gold

USOPC Operation Gold Event: The Operation Gold qualifying event for SPORTS ORG is the 2023 World Championships, May 13-29, 2023, Fukuoka, Japan.

Any supplementary funds for the USOPC Operation Gold Event will be distributed by SPORTS ORG to qualified athletes. Details will be outlined and communicated to athletes through SPORTS ORG's athlete agreement, to include payment criteria, award



amounts and athlete eligibility terms.

In non-Olympic Games years, Operation Gold Awards are limited to one award per athlete in the Term; athletes who qualify for more than one award automatically receive the higher award.

Individuals must finish in one of the top eight places, while teams must finish in one of the top-six places at the qualifying event in a discipline on the program of the Olympic Games to qualify for an Operation Gold Award in a non-Olympic Games year.

For purposes of Operation Gold, a team is defined as three or more athletes (pairs are awarded at the same rate as individual athletes).

<b>Summer Olympic &amp; Paralympic Sport Payment Schedule*</b>			
<b>Place</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1 <sup>st</sup>	\$6,250	\$7,500	\$37,500
2 <sup>nd</sup>	\$5,000	\$6,250	\$22,500
3 <sup>rd</sup>	\$4,375	\$5,000	\$15,000
4 <sup>th</sup>	\$3,750	\$4,375	
5 <sup>th</sup>	\$3,125	\$3,750	
6 <sup>th</sup>	\$3,125	\$3,750	
7 <sup>th</sup>	\$2,500	\$2,500	
8 <sup>th</sup>	\$2,500	\$2,500	



**For Team Sports** \*In non-Games years, Operation Gold payments will be determined after the slate of participating teams is known. Slate must contain at least World's top 10 countries for a payout up to 6th place in team events. If the top 7-9 ranked countries are present, payout will include up to 5th place. If the top 4-6 ranked countries in the world are present, payout will include up to 3rd place, per USOPC Athlete Support Guidelines.

**AQUA Prize Money Funding** The international federation (AQUA) allocates prize money for World Series, World Super Final and World Championships. The funds are delivered to the National Organization. USAAS has chosen to allocate 100% of those funds to the athletes that competed in the events that resulted in prize money.

Those funds will be allocated based on the following policy:

**World Cup** – Funds will be allocated based on placement in each event. The funds earned for that event will be equally divided between the athletes that competed in those events.

**World Super Final** – Funds will be allocated based on placement in each event. The funds earned for that event will be equally divided between the athletes that competed in those events.

**World Championships** – Funds will be allocated based on placement in each event. The funds earned for that event will be equally divided between the athletes that competed in those events.

All funds will be allocated once disbursed by AQUA and received by USAAS.

### **3. USAAS Commitment to LA Based Training Athletes:**

- a. Host family housing will be offered by USAAS, if needed. If there are expenses required by the host family, athletes will be responsible for covering any expenses.
- b. Athletes will have the opportunity to pursue their academic and professional goals around training.
  - They may attend high school online (US Performance Academy is the Online Education partner of USAAS <https://gouspa.org/>.) Athletes may use this service or a service of their choosing).
  - They may choose to take college or graduate classes. Athletes will be able to take the amount of credits necessary to be a full-time student (12 credits). ([General Weekly Schedule Available Here](#))
  - Athletes may also work if they choose.

**Note:** In all circumstances listed above, their school or work commitments are to conflict with training as little as possible. USAAS understand that there will be conflicts and the athletes' education or career will come first. Working with USAAS staff to build the best training and athlete schedule will be a priority for all parties. Following Phase 9 of the selection procedures all school and work commitments will be required to be outside of training time. Training will be six to eight hours, six days a week.



c. Services Provided at LA Based training:

- Premier Coaching
- A high-level training facility
- Gymnastics, Flexibility, Strength Training Gym and Coach
- Speed Swimming Coach
- Vetted and approved host families
- Sports Nutritionist
- Athletic Trainer
- Massage Therapist
- Sports Medicine Physician
- Sports Psychologist
- National Team Manager on site
- An annual practice and event plan that will also include monthly and biweekly updates
  - USAAS is evaluating transportation options, but cannot guarantee that transportation or mileage reimbursement will be provided at this time.
- National team apparel (suits, podium gear, swim caps, etc.)
- USAAS will cover all training and competition expenses. USAAS will not cover host family expenses that may be required, meals, transportation or other living costs that are not directly tied to training.
- Opportunities to perform as a team and individuals through coordinated events. • A focused effort to directly fund the top athletes in the country as organizational funds become available.

**4. Reimbursement of USAAS and Violation** I hereby acknowledge that if I violate the terms of this contract to the extent that I am removed from the 2021-2024 National Team, or from any training camp, competition or exhibition for which my participation is expected as a National Team member,

a. I shall reimburse USAAS for costs incurred on my behalf for training, coaching, travel, lodging and all other expenses reasonably and customarily associated with the National Team for the particular training camp, competition or exhibition.

I will not be able to enter a National Team selection trial until I have paid in full the reimbursement fees established by USAAS for withdrawing or being dismissed from the National Team.

**5. Compliance with Rules.** I will abide by the rules for artistic swimming events and participants as established by USAAS, FINA, PASO and/or UANA.

**6. Code of Conduct.** I will comply at all times and in every respect with the “Code of Conduct for USAAS.,” ([Code of Conduct](#)) when attending USAAS-sponsored training and camps or participating in a competition or exhibition as a National Team Athlete.





7. **Eligibility Rules.** As an Athlete, I will comply at all times and in every respect with the eligibility rules established by FINA, PASO, UANA and/or USAAS.
8. **High Performance Testing.** I agree to take part in high performance testing that is conducted by the USOPC or USAAS. Testing will not go against any regulations of the USOPC or USADA and will not be used in a punitive manner. Test may include, but are not limited to, Body Mass Index, Strength, Force Plate, Blood and Oxygen.
9. **Banned Substances.** As an Athlete, I will not commit a doping violation as defined by the International Olympic Committee (IOC), the World Anti-Doping Agency ("WADA"), FINA, the U.S. Anti-Doping Agency ("USADA") or the USOPC.
- I AGREE TO SUBMIT TO PERIODIC, UNANNOUNCED DRUG TESTS AS CONDUCTED BY THE IOC, WADA, FINA, USADA, USOPC or USAAS.
- I understand and agree that the WADA and FINA Anti-Doping Rules and U.S Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by WADA, FINA, USADA and the USOPC apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to the penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit the results management authority and processes of USADA, including arbitration under USADA protocol, or to the results management authority of WADA, FINA and/or my national federation, if applicable or referred by USADA.
10. **Travel and Lodging.** I agree to travel with the National Team and use the food and lodging services provided for the National Team. If for any reason I cannot do so, I hereby assume any and all additional costs resulting from my decision not to take advantage of (or to change) the transportation, food and/or lodging services provided by USAAS while traveling with the National Team.
11. **Passport.** I will have in my possession at all times a valid and current passport when attending USAAS -sponsored training, camps or participating in a competition or exhibition as a National Team Athlete. I will notify the USAAS Team Manager of my passport number, place of issue and date of issue.
12. **Appearance.** I will dress in appropriate USAAS apparel provided by USAAS's national suppliers and sponsors, as required, including warm-up, competitive and travel apparel. I will refrain from wearing apparel manufactured by or displaying the logo of a competitor of USAAS's national suppliers and sponsors when:
- a. I attend USAAS -sponsored training or camps, participating in competitions or exhibitions, b. I participate in public or media appearances as a member of the National Team;



c. I appear in any advertisement or other commercial promotion in which my name or likeness is associated with the National Team.

d. Posting on social media as a member of the National Team. On personal or team pages.

13. **Promotional Activities.** I will participate in promotional events arranged to publicize USAAS the sport of artistic swimming and competitions in which the National Team will participate. I further understand and agree that USAAS has the sole and exclusive marketing rights to the name of the National Team, and that in arranging for my participation as part of such exhibitions, USAAS is acting as the owner of those intellectual property rights and not as an agent for me as an athlete.

14. **Fundraising.** I will participate in fundraising events arranged by USAAS that do not conflict with training or competition.

15 **Social Media.** Being a member of the USA Artistic Swimming national team program is an amazing accomplishment very few achieve. As such, national team athletes are regarded as ambassadors for our organization and our sport in the United States. Should an athlete earn qualification to represent our country on our sport's largest stages, he or she may also represent Team USA. In an effort to protect both brands, national team athletes must notify coaches of all active social media accounts and allow coaches and the official USA Artistic Swimming account to follow all active social media accounts. This includes the use of secondary Instagram accounts. We understand athletes may create accounts to pursue passions or start businesses and we encourage self-expression. However, athletes must refrain from posting offensive, excessively negative or inappropriate content at all times. Any questions can be directed to the coaching staff or national office representative. Once an athlete leaves the national talent program, he or she is free to remove coaches as followers.

Please notify the coaching staff of all active accounts at your earliest convenience.

Inappropriate activities include, but are not limited to the following:

- a. Photos of you or team members drinking alcohol or giving the impression of drinking alcohol.
- b. Photos of you or team members posed with other people who are drinking, or who are giving the impression of drinking alcohol.
- c. Photos of you or team members engaging in drug use
- d. Photos of you or team members smoking or vaping
- e. Photos of you or team members who are nude or wearing only undergarments or photos with suggestive sexual connotation.
- f. Use of profanity, by you or any person posting on your site.
- g. Statements or photographs reflecting a negative image of USAAS.
- h. Statements or photographs meant to harm or humiliate a teammate or a competitor.

As a general rule, use common sense: if the photo/statement is questionable, it should not be posted. If you would like further clarification contact USAAS Communications. Failure to take public image seriously, by posting inappropriate photos and/or comments on a public website, may result in sanctions as defined below.



16. **Media Activities.** I will submit to reasonable requests for media interviews arranged by or through USAAS. (USAAS will consider your time commitments, previous obligations and specific training requirements when scheduling such interviews).
17. **Use of Image.** I grant to USAAS the non-exclusive right to use, license, assign, sell or otherwise use my name, image likeness, voice or performance as an Athlete (in accordance with NCAA regulations if applicable) indefinitely for the purposes of:
- a. promoting the sport of artistic swimming, my achievements as a artistic swimmer, and the work of USAAS (including sponsorship solicitation materials).
  - b. promoting events or programs sponsored or sanctioned by USAAS, provided, however, that this right shall not extend to events which have a title or presenting sponsor that is a competitor of a company with which I have an endorsement relationship;
  - c. producing educational or safety materials;
  - d. producing television broadcasts, recordings or other factual accounts of the performance of the National Team or its members;
  - e. raising funds for USAAS through the sale of merchandise (including photographs, posters and prints) featuring images of the National Team or any images or collection of images featuring more than one member of the National Team; and
  - f. allowing a company to identify itself as a national sponsor or official supplier of USAAS in advertising or promotions approved by USAAS. The permission given in this Subsection 12(f) is subject to the following limitations:
    - (1) that the use of my name, picture, image or performance by a national sponsor or official supplier be used only in connection with that company's reference to its status as a sponsor or supplier of USAAS or its National Team, and not to represent that I personally endorse the company's product or service; and
    - (2) any use, license or assignment made by USAAS pursuant to this Subsection 12(f) and prior to the expiration of this Agreement may continue for the duration of calendar year 2022 and for the duration of any contract entered into by USAAS exceeds the 2024 calendar year.
  - g. As part of this commitment, I agree to pose for National Team pictures.
  - h. This license shall survive the expiration of the Term of this Agreement.
  - i. USAAS agrees to advise National Team athletes when it plans to use their images for the purposes set forth in Section 12 (f) (1).
18. **Medical Attention.** I give my consent to USAAS to provide, through a medical staff of its choice customary medical care and athletic training, transportation and emergency medical services as warranted in the course of my participation as an Athlete. I also understand that if I am injured and/or sick and unable to train with the National Team, the Coaches and High-Performance Staff may remove me from the National Team and replace me with another athlete. Replacement



process will be reviewed by the National Team Review Subcommittee prior to removal of any athlete.

19. **Term.** This Agreement is effective from the date of the Athlete's / Parent's signature to June 1, 2023 or a date which the athlete is no longer named to the squad.

If I am selected to a National Training Squad, I understand that I am named to the National Training Squad for more than one year unless I voluntarily withdraw or am removed for injury or disciplinary reasons.

20. **Discipline.** I understand and acknowledge that, in the event that I do not fully discharge each of the above responsibilities that I have undertaken as a National Team Athlete, I will be subject to any or all of the following disciplinary actions which may be taken by USAAS:

a. Private Action: I may be counseled individually (parent present if athlete is a minor) by members of the National Team staff, USAAS officers or their designees.

b. Immediate Action: After a meeting with the Coaches, the High Performance Staff or his/her designee, the National Team staff or USAAS officers, I may be temporarily or indefinitely suspended from all National Team activities, including, immediately scratched from competitions in which I am entered. I acknowledge that, if I am advised that I will be precluded from participating in a competition for disciplinary reasons, I have a right to a hearing. Hearing to be conducted by the National Team Review Subcommittee

c. Delayed Action: USAAS may recommend that its National Team Review Subcommittee investigate my actions. If the Subcommittee requires my attendance at/or participation in one or more hearings, I will attend at my own expense.

d. Final Action: Upon recommendation of the National Team Review Subcommittee, disciplinary proceedings before the USAAS National Board of Review may be convened.

21. **Governing Law.** This Agreement is governed by the laws of the State of Colorado. The signatures of the parties below indicate their willingness to be bound by the terms of this agreement.



**I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

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Name of Athlete

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Date

**I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT AND MY CHILD'S ACKNOWLEDGEMENT AND AGREE THAT MY MINOR CHILD WILL ABIDE BY THE AGREEMENT.**

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Signature of Parent if Athlete is under 18

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Date

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Representative of USAAS

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Date



## **PARTICIPATION RISK ACKNOWLEDGEMENT**

I (ATHLETE NAME) \_\_\_\_\_ recognize and accept the inherent risk that exists for me to compete in the sport of artistic swimming and for the US national team. I acknowledge the risk that could result in serious injury and even loss of life. I will not hold USAAS or representatives of USAAS responsible assuming all proper training and competition practices are adhered to. I agree that USA Artistic Swimming (USAAS) may actively pursue an evaluation if an injury or medical situation occurs. I agree to the medical evaluation and guidance of USAAS medical team, but also reserve the right to evaluations outside of USAAS recommendations if desired. I acknowledge that costs associated with additional evaluations may or may not be covered by EAHI and may be my responsibility.

ATHLETE SIGNATURE

DATE

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PARENT SIGNATURE IF ATHLETE IS UNDERAGE

DATE

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## PERMISSION TO DISCUSS MEDICAL HISTORY

I (ATHLETE NAME) \_\_\_\_\_ grant permission for USA Artistic Swimming and/or US Olympic and Paralympic Committee medical professionals and leadership staff to share pertinent medical information. This is restrictive to scenarios that include further participation in the sport with medical professionals, coaching staff and the CEO of USAAS, USOPC healthcare providers and World Aquatics medical committee. This permission may not be limited to a one-time discussion, but any further discussion will be verbally approved by the athlete prior to subsequent discussions.

ATHLETE SIGNATURE

DATE

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PARENT SIGNATURE IF ATHLETE IS UNDERAGE

DATE

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