

2021-2023 SENIOR NATIONAL TEAM REMOTE TRAINING AGREEMENT

USA Artistic Swimming ("USAAS") congratulates you on your selection to the 2021-2023 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 2021-2023 National Team. This is a legally binding document, so please read it carefully before you sign it.

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 The privilege of membership may, therefore, be withdrawn by USAAS at any time where USAAS determines that an athlete member's conduct is inconsistent with the mission of the organization or the best interest of the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@usaartisticwim.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@usaartisticwim.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 2021-2023 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 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) An opportunity to train with the LA Based athletes is being evaluated with a goal to afford you the ability to develop outside of the college season and educational calendar (Summer). More information on this opportunity will be provided.
- (2) participate in all 2021-2023 National Team training camps for the full duration of those camps, unless excused by the High-Performance Manager and/or Coaches in writing;
- (3) make myself available for prescheduled calls with the National Team Coaching staff.
- (4) adhere to training schedules and regimens provided by the Coaches;
- (5) participate in all required psychological and physical testing;
- (6) maintain myself in competition-ready physical condition;
- (7) 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 or Squad.

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. Reimbursement of USAAS for Violations. I hereby acknowledge that if I violate the terms of this contract to the extent that I am removed from the National Team program that:

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 from which I have been compensated for or supported by USAAS as part of my training; and

I agree that the USAAS National Team Review Subcommittee shall determine whether the violation is a dismissible offense. I will not be able to enter a future National Team selection trial until I have paid in full reimbursement fee established by USAAS.

3. **Compliance with Rules.** I will abide by the rules for artistic swimming events and participants as established by USAAS, FINA, PASO and/or UANA.
4. **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.
5. **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.
6. **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.
7. **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.

8. **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.
9. **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.

10. **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.
11. **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.
12. **Fundraising.** I will participate in fundraising events arranged by USAAS that do not conflict with training or competition.
13. **Social Media.** As a member of USAAS's National Team, you are expected to represent USAAS in a positive and professional manner at all times. This includes on social media (Facebook, Twitter, Instagram, Snapchat, Tik Tok, etc). You must not publish the following types of photos/videos or public statements on any public website:
 - 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 are 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.

14. **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).
15. **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 2021 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).
16. **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.

17. **Waiver and Release.** I AM FULLY AWARE OF THE RISK OF CATASTROPHIC INJURY, PARALYSIS, AND EVEN DEATH, AS WELL AS OTHER DAMAGES AND LOSSES, ASSOCIATED WITH PARTICIPATION IN ARTISTIC SWIMMING. I FURTHER AGREE THAT USAAS AND ITS SPONSORS, SUPPLIERS, EMPLOYEES, AGENTS, ATHLETES, COACHES, TEAM MANAGERS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OCCURRING AS A RESULT OF MY PARTICIPATION IN ARTISTIC SWIMMING, EXCEPT FOR THAT WHICH RESULTS DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE ABOVE.
18. **Term.** This Agreement is effective from the date of the Athlete's / Parent's signature to the conclusion of Phase 9 of the selection procedures or the date that the athlete joins LA Based training, 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 the duration of this agreement unless I voluntarily withdraw, am removed for injury or disciplinary reasons, or am no longer a named member of the Squad.
19. **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
 - b. 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.
 - c. Final Action: Upon recommendation of the National Team Review Subcommittee, disciplinary proceedings before the USAAS National Board of Review may be convened.
20. **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.

Name of Athlete

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.

Signature of Parent if Athlete is under 18

Date

USAAS Staff Member

Date