



USA SOFTBALL

2801 N.E. 50th Street, Oklahoma City, OK 73111-7203 Phone: (405) 424-5266 Fax: (405) 424-3855
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USA Softball

ATHLETE SELECTION PROCEDURES

Olympic Games, 2020

July 10, 2019

1. SELECTION SYSTEM

1.1. Provide the minimum eligibility requirements for an athlete to be considered for selection to the Team:

1.1.1. Nationality/Passport requirements:

Athlete must be a national of the United States at the time of selection.

Athlete must hold a valid U.S. passport that will not expire for six months after the conclusion of the Games.

1.1.2. Minimum International Olympic Committee (IOC), International Paralympic Committee (IPC) and/or Pan American Sport Organization (PASO) (PAG and PPAG only) standards for participation:

Any competitor in the Olympic, Paralympic, Pan American or Parapan American Games must be a national of the country of the National Olympic Committee (NOC) or National Paralympic Committee (NPC) which is entering such competitor. For additional information regarding an athlete who is a national of two or more countries, has changed his or her nationality or acquired a new nationality, refer to the Olympic Charter (Rule 41), the IPC Handbook (Section 2, Chapter 3.1), or the PASO Statutes (Article XXII, Sections 4 and 5).

1.1.3. Minimum International Federation (IF) and/or Continental Federation (CF) (PAG and PPAG only) standards for participation (if any):

An athlete must reach her 16th birthday any time prior to the start (Technical meeting) of the event

1.1.4. Other requirements (if any):

- Athlete must be a current-year member in good standing of USA Softball or one of USA Softball's Allied member groups at the time of

selection. To find a list of Allied member groups please look at <https://www.teamusa.org/usa-softball/about-usa-sb/membership>

- Athletes must have successfully completed all Games Registration requirements by stated deadline.
- 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 the Closing Ceremony will be required to successfully complete U.S. Center for SafeSport 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.

- *2020 USA Softball Women's Selection Trials ("Trials"). October 1-6, 2019 in Oklahoma City, OK.*
- *In combination with performance at the Trials, except as outlined in Section 1.3 "waiver," a player's performance(s) at the following events where they competed, may also be considered per Section 1.3 and Section 2.*
 - 2016 – 2019 USA Softball Selection Trials, National Training Camps, National Team exhibition games, and National Team International Competitions.
 - 2017-2019 Professional Fast Softball Pitch games domestic and International.
 - 2017-2019 College games at all levels.
 - 2017-2019 USA Softball National Championships, League, and Invitational Events
- *In the event of inclement weather, unplayable field conditions, or an athlete safety issue that may affect the Trials, USA Softball may need to adjust the time and duration of the Trials or cancel the Trials, depending on the severity of the playing and field conditions. The WNTSC will, then, utilize the information from the other events listed above, for evaluation of athletes invited to Trials, with respect to the criteria and process listed below. The WNTSC will make decisions regarding the field conditions taking into consideration the safety of the athletes.*
- The events at which athletes will be evaluated are subject to change. The athletes will be advised of any change in events at which they will be evaluated at least sixty (60) days prior to any such event.

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

- Ongoing Screening for Membership in the Women’s National Player Pool.
 - From time to time, one (1) or more members of the WNTSC *may* observe athletes at various events including, but not limited to, open exposure events, professional softball competitions and events, interscholastic softball competitions and events, club or league softball events, and events coordinated by USA Softball. However, if any of the events listed below have been televised or videotaped, or data collected in another manner, the committees can use those resources as a means for screening. This screening is an ongoing process and will continue throughout the year. Observation by members of the WNTSC or data available from such events is solely for the purpose of general scouting except as indicated above in 1.2.1. The committees will not be individually evaluating each athlete competing at each event. Instead, general scouting will be conducted so that athletes can be identified who perform at a level which the committee believes is competitive in the current international field based on the criteria in Section 2. Players identified through the ongoing screening process will be considered for placement in the Pool by the WNTSC (See Section 11.). As a result, it is possible that each athlete being considered in the pool may not have been observed at the same screening events or as many screening events as other athletes also being considered for that particular pool.

- Membership in Women’s National Player Pool.
 - Athletes are eligible for selection to the USA Softball Women’s National Player Pool (“Pool”) if they meet the eligibility requirements in Section 1, however eligibility for selection to the Pool does not automatically guarantee placement in the Pool.
 - Athletes must be a member of the Pool to be selected to attend the selection Trials listed above in Section 1.2.1.
 - Athletes who are members of the pool shall include the following;
 - Athletes selected as a member of a USA Softball Women’s Team during the time of 2017 – 2019.
 - Athletes invited to a USA Softball selection or training camp during 2017 – 2019
 - Athletes identified through the ongoing screening process described above and selected for inclusion in the Pool by the WNTSC.

- Selection as a member of the Pool in the 2017-20 quadrennium does not guarantee selection to the Pool in other quadrenniums and does not guarantee that such athlete will be selected to participate in any USA Softball programs during the quadrennium, including those programs described in these selection procedures. Athletes may be

added to the Pool throughout the quadrennium prior to the respected trials each year.

- 1.3. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process (include maximum Team size).
- Observation of Athletes.
 - At the Evaluative Events described in Section 1.2.1. above, one (1) or more members of the WNTSC, may observe and evaluate athletes. However, if no committee member is/was present at an event, if any of the events listed in Section 1.2.1. have been televised, videotaped, or data collected in another manner, the committees can use those resources as a means for observing. Observation and written evaluation duties may be divided among the members of the WNTSC and each member's observations will be reported to the other members of the WNTSC. Athletes will be observed in order to develop information about the athletes with regard to the Selection Criteria. It is intended that the observation of athletes will be an ongoing process and that all observations at events listed in 1.2.1, could be considered.

 - Invitation to USA Softball Selection Trials.

The WNTSC will invite a select number of athletes to attend the Trials. Athletes will participate in various softball practices and competitions at the Trials, and one (1) or more members of the WNTSC will observe the athletes to evaluate them based on the Selection Criteria listed in Section 2. The athletes that are invited will be selected from among the members of the Pool, based on observations and evaluations by the WNTSC at the events listed in Section 1.2.2. The athletes will be notified of their invitation to the Trials at least sixty (60) days prior to the start of the Trials.

 - Injury/Illness Waiver
 - In the event that an athlete has an injury or illness that would prevent them from participating at the Trials they should follow the Waiver procedures below:
 - Contact National Team Director and provide information in writing regarding the injury or illness and how it would affect them from participating in the Trials.
 - Provide a complete doctor's diagnosis along with estimated recovery times and expectations for return to play signed by said doctor.
 - In the event that USA Softball medical confirms that injury or illness would prevent an athlete from participating in all or some of the trials then the selection committee shall consider the available observations made from trials and from the remaining events listed in 1.2.1 and using the criteria in Section 2. for inclusion on the team.

It is anticipated that USA Softball will conduct the following trials October 1-6, 2019 in Oklahoma City.

Women's National Team Trials – After the Trials and using the criteria in Section 2, the athletes will be force ranked by position in each category based upon the number of athletes competing at Trials (and any approved waivers) for a particular position. The highest ranked player by position will be ranked with a score of 1. If an athlete is the highest ranked player at two positions the committee will choose, based the criteria in section 2 and the needs of the team, which position to select her for and then re-force rank the second position to come up with the highest ranked player. Once the highest ranked player is determined at each position (For example, P-1, C -1, 1B-1, 2B-1, SS-1, 3B-1, OF-3) the remaining 6 players for the 2020 Olympics Games Team(for a total of 15) will be selected based on the needs of the team using the criteria in Section 2. Once the final roster of 15 athletes, for the 2020 Olympic Games Team is selected, the three replacement athletes will be selected by the WNTSC. These 18 players will be announced on the final date of the selection Trials or the day after the last day of selection Trials.

2. DISCRETIONARY SELECTION (if applicable)

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

The sport of softball is not a measured or timed event. In the selection of athletes who will compete together as a team, it is difficult to make a selection decision based solely upon objective criteria. It is the belief of USA Softball and the Women's coaching staff that considering a mix of Selection Criteria set forth below, which includes subjective components as well as objective statistical measures in evaluation of performance ability, will result in selection of the best athletes who will work together as an effective team and contribute to team success.

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

- In evaluating athletes, the WNTSC will use a standard evaluation document at trials consistent in content with the Selection Criteria listed below and may use other data collected from the events in Section 1.2.1:

Offensive Performance

Batting

- Batting statistics
- Batting average
- On-base percentage
- Hard hit average
- Slugging percentage

Batting observation

- Ability to make appropriate decision based on specific situations (for example, bunting, hitting to advance runners, etc.)

Running

- Speed (timed)
- Base running
 - Decision making
 - Efficiency

Defensive Performance

Fielding Statistics (objective)

- Fielding percentage

Fielding Observation (subjective)

- Glove work per position
- Foot work per position
- Arm strength per position
- Throwing accuracy per position
- Depth judgement on balls hit to fielder (spacing ability)

Communication with other players

- Instincts for necessary adjustments / positioning on the field.

Pitching Performance

Pitching Statistics

- WHIP
- ERA
- Batting average against (RH vs LH)
- Pitches per inning
- Strike-out to Walk ratio
- Velocity by Radar Gun

Pitching Observation

- Pitch movement and control
- Situational Pitching
- Mound Presence and instincts
- Ability to adjust
- Pitcher/Catcher Relationships

Judgment

Communication with other players

Instincts for necessary adjustments/positioning

- Other Considerations

Teamwork – willingness to accept role that leads to team success

Enthusiasm – energy and support of teammates

Versatility – balance between offense and defense as well as the ability to play other positions to fulfill multiple roles

Maturity – ability to adjust to situations dealing with adversity, accepting things that don't go well and reacting appropriately;

Team Composition - The intended direction for the particular team (for example, if the team is intended to be primarily a power hitting 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:

The Women's National Team Selection Committee, which includes four (4) at-large members, the head coach of the Women's National Team, and two (2) duly elected athletes are responsible for making all athlete selections for the team.

- 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. A participant invited to trials may also report a possible conflict of interest. At which time the Ethics committee will review the conflict and determine if a conflict exist.

If the Ethics Committee reviews the conflict and determines that a conflict exists, the committee will set forth instructions on how the conflict shall be handled within the committee. If the Ethics Committee determines that a conflict does not exist there would be no restrictions regarding the conflict reported.

Whistle Blower Clause

Regardless of whether a conflict(s) is determined, USA Softball will support the notifier(s) and their right to express concerns in good faith. USA Softball will not encourage, allow or tolerate attempts from any individual to retaliate, punish or in any way harm any individual(s) who reports a concern in good faith. Such actions against a notifier may be grounds for disciplinary action.

3. REMOVAL OF ATHLETES

- 3.1. Prior to entry by name to the Local Organizing Committee by the USOPC, the NGB/HPMO has jurisdiction over potential nominees.

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

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the USA Softball Director of National Teams.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by USA Softball. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by the USA Softball, his/her injury will be assumed to be disabling and he/she may be removed.
- 3.1.3. Failure to participate in Mandatory Training and/or Competition as defined in Section 9 of these procedures.
- 3.1.4. Violation of USA Softballs Code of Conduct (Attachment A).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per USA Softballs Bylaws (Section 16) and 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 any applicable NGB/HPMO Code of Conduct, the USOPC's Code of Conduct and Grievance Procedures apply. The USOPC's Code of Conduct and Grievance Procedures can be found at:
<https://www.teamusa.org/Footer/Legal/Governance-Documents>
- 3.3. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, PASO, IPC, WADA, IF, USADA and/or USOCUSOPC anti-doping protocol, policies and procedures, as applicable.

4. REPLACEMENT OF ATHLETES

- 4.1. Describe the selection and approval process for determining replacement athlete(s) should a vacancy occur:
 - 4.1.1. prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:
 - In the event an athlete is removed from a Team, a replacement athlete shall be recommended from the three (3) identified replacement players by Women's Coaching staff for final approval by the WNTSC. The selection shall be made based on the needs of the team using the process and using the Selection Criteria outlined in this document.
 - 4.1.2. after submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:
 - In the event an athlete is removed from a Team, a replacement athlete shall be recommended from the three (3)

identified replacement players by the Women's Coaching staff for final approval by the WNTSC. The selection shall be made based on the needs of the team and using the Selection Criteria outlined in this document.

5. SUPPORTING DOCUMENTS

USA Softball will retain the approved Selection Procedures and all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the Closing Ceremony of the Games.

6. REQUIRED DOCUMENTS

In addition to the USOPC Code of Conduct, the following documents are required to be signed by an athlete as a condition of nomination to the, Olympic Games and are included as attachments:

- USA Softball Code of Conduct
- USA Softball Athlete Agreement
- USA Softball Medical Treatment Consent Form
- USA Softball Schedule of Events Commitment
- USA Softball Travel From

7. PUBLICITY/DISTRIBUTION OF PROCEDURES

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

7.1. NGB/HPMO Web site:

- <https://www.teamusa.org/usa-softball/about/national-team>

These procedures will be posted as soon as possible, but not more than five business days following notice of approval by the USOPC.

7.2. Other: N/A

8. DATE OF NOMINATION

The Nomination of Athletes form, including replacements, will be announced to all athletes and submitted to the USOPC on or before:

- November 1, 2019

9. MANDATORY TRAINING AND/OR COMPETITION

Specify the location, schedule and duration of mandatory training and/or competition:

- Athletes must participate in all team events as required and requested unless an absence is otherwise approved per the instructions below.
- If a training program (including strength, conditioning, nutrition, etc.) is created for the Teams. Once the program is developed, the affected athletes will be informed no later than thirty (30) days prior to each required training. Each member of the Team is expected to participate in the program of training developed.
- If a training, competition, and/or a competition event is created for a team. Once the event is created the affected athletes will be informed no later than sixty days (60) prior to each event. Each member of the Team is expected to participate in the event of training developed.
- All requests for waivers from mandatory training and/or competition due to emergency, illness, or injury from participation in mandatory events must be presented to the Director of National Teams in writing as early as possible prior to the event. As soon as practical after receipt of the request, the Director of National Teams and Head Coach will review the request, and if for injury or illness, will consult with certified medical staff approved by USA Softball, and approve or deny it. All waivers must be granted by the Director of National Teams in writing. The athlete understands fully and clearly that it is his/her responsibility to provide the written verification of any emergency, illness, or injury (illness or injury to be verified by USA Softball approved physician selected by the athlete). Should verification of athlete injury or illness signed by the approved physician not be received within five (5) business days of the initial written waiver request, the waiver request shall become null and void.
- The Director of National Teams will provide the athlete written approval or denial of the waiver request within five (5) business days of receiving verification, unless it is a time sensitive issue, in which case the decision will be made immediately. Missing of mandatory event(s) may result in removal (Please see Section 3.) of the athlete from the team per the recommendation of the head coach with approval of the WNTSC.

10. ANTI-DOPING REQUIREMENTS

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

11. DEVELOPMENT OF SELECTION PROCEDURES

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

<u>Name</u>	<u>Position</u>
Chris Sebren	USA Softball Director of National Teams
Ken Eriksen	2019 Women's National Team Head Coach
Sam Ducato	USA Softball of Northern California Player Representative
Karen Johns	NFCA Representative
Bev Wiley	USA Softball of Rhode Island Commissioner
Lovie Jung	Athlete Representative
Destine Martinez	Athlete Representative
Crystal Dombkowski	USA Softball of Indiana Player Representative

12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USA Softball Bylaws and Grievance Procedures can be found at:

<https://www.teamusa.org/usa-softball/about/national-team>

13. INTERNATIONAL DISCLAIMER

These procedures are based on IOC, IPC, PASO, as applicable, and/or WBSC rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IOC, IPC, PASO, as applicable, and/or WBSC rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USA Softball. However, the selections are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

If any force of nature, or force majeure, should cause the alteration or cancellation of any of the selection events listed in this document, these selection procedures will be revised, pursuant to their resubmission to the USOPC.

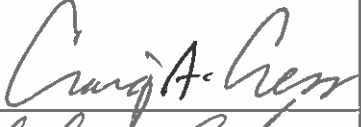


14. ATHLETE OMBUDSMAN

Athletes who have questions regarding their opportunity to compete that are not answered by USA Softball may contact the USOPC Athlete Ombudsman, Kacie Wallace, by:

- Telephone at (719) 866-5000
- Email at ombudsman@usathlete.org
- <http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman>

15. NGB/HPMO SIGNATURES

I certify that I have read and understand the standards/criteria set by our IF and/or CF (PAG/PPAG only) and incorporated those standards/criteria into our Selection Procedures. I further certify that the information provided herein regarding Athlete Selection Procedures represents the method approved by NGB/HPMO.

Position	Print Name	Signature	Date
NGB/HPMO President or CEO/Executive Director	Craig A. Cress		07/15/2019
Nat. Team Coach, Head Coach, or Nat. Program Director	Chris Sebren		07/15/2019
USOPC Athletes' Advisory Council Representative*	Valerie Arioto		07/15/2019

* 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.

February 12, 2019

Athlete Name

RE: USA SOFTBALL NATIONAL TEAM MEMBER LETTER OF AGREEMENT – 2019

EXAMPLE

Dear Athlete:

This letter sets forth the rights and responsibilities of the USA Softball (“USAS”) and the members of USAS National Teams (including National Team, Elite Team, National Training Team) (each a “Team”, collectively, the “Teams”) with respect to your participation in USAS National Teams Programs. This letter agreement is intended to help you (“Athlete”) understand what is expected of you as a Team member and explain the benefits available to you based on your participation and performance of certain obligations. Please review this information and, if agreeable to you, sign and date this letter where indicated and return it to Chris Sebren, USAS Director of National Teams.

TERM. This Agreement shall commence on the date executed by Athlete and shall expire on December 31st of the calendar year in which it was executed (the “Term”).

MEMBERSHIP ON TEAM. Selection as a member of a Team, and continued participation as a Team member, is governed by USAS Athlete Selection and published on USAS website, www.usasoftball.com (“Selection Procedures”). Selection as a member of a Team does not guarantee selection for other Teams or participation in other USAS events or programs.

ATHLETE GRIEVANCE PROCEDURES. Athlete grievance procedures are provided for in the USA Softball Constitution, USA Softball Board of Director’s Policy and Procedure, Article 105, USOC Bylaws Section 9, and the Selection Procedures. Nothing in this Agreement shall be deemed as affecting any rights Athlete may have under such provisions.

ATHLETE DUTIES / RESPONSIBILITIES.

Participation at Official Events. As a Team member, Athlete is expected to participate in certain training, competition and related events and designated as mandatory by USAS (an “Official Event”). Athlete is expected to attend and use their best efforts to participate fully in any Official Event. Athlete agrees to provide written, email or text notice to the USAS National Team Head Coach and the USAS Director of National Teams as soon as possible when Athlete suffers or discovers any injury, condition, scheduling conflict, event or occurrence, including but not limited to any medical or health condition, which might prevent, hinder, impede or otherwise affect Athlete’s full participation in any Official Event. Any such injury or health condition must be verified by a USAS approved physician. It is the responsibility of the Athlete to obtain such verification. Athlete will not be allowed to participate unless the USAS approved physician states in writing that such participation is allowable given the condition of the Athlete. If such injury or health condition will prevent Athlete's full participation in an Official Event, Athlete must request a waiver excusing their attendance or participation

at an Official Event in accordance with the procedure for such requests set out in the Selection Procedures. A schedule of presently-known events is attached hereto as "Attachment 5" and event schedules are subject to change.

Training / Conditioning. Athlete agrees to adhere to any strength, conditioning and/or training regimen assigned to Athlete by a USAS coach, a USAS strength and conditioning coach or a USAS trainer and to use their best efforts to maintain a level of physical fitness that is competitive in the international field of fast pitch softball, as determined by USAS.

Adherence to Code of Conduct and Terms of this Agreement. Athlete agrees to abide by the terms of this Agreement and the terms and conditions of the USA Softball Constitution, The USA Softball Code of Conduct, a copy of which is attached hereto as "Attachment 1" and is expressly incorporated into this Agreement by reference.

Agreement to Anti-Doping Rules, Procedures, Testing and Binding Arbitration. Athlete agrees that during the term of this Agreement, he/she will not take any substance or engage in any practice which IOC, PASO, WBSC, WADA, USADA or the USOC has designated or hereafter may designate as a banned substance, prohibited method or an anti-doping rule violation. Athlete shall adhere to all anti-doping protocols, policies and procedures established by such organizations and/or any organization which has jurisdiction over the Team. Athlete understands and agrees that the WBSC 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 the IOC, PASO, WBSC, WADA, USADA or the USOC apply to me and that it is my responsibility to comply with those rules. Athlete agrees to submit to drug testing at any time and understands that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that Athlete may have committed a doping violation, Athlete agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the WBSC and/or my national federation, if applicable or referred by USADA.

ADVISORY: Before taking any medications, check the prohibited status at GlobalDRO.com. Also be sure to download the Supplement 411 app, or visit Supplement411.org to learn how to recognize and reduce the risks related to supplement use. If you have any anti-doping questions, please don't hesitate to call Athlete Express at (866) 601-2632.

Name, Picture, Likeness. Athlete agrees to be filmed and photographed at any event in which Athlete participates as a member of a Team by the official photographers of the USAS or by any photographer approved or designated by the USAS, and by any official photographers and network(s) of the International Olympic Committee, United States Olympic Committee and/or World Baseball Softball Confederation, and/or the local organizing committee of any event. Athlete grants to USAS the right to use their name, picture, likeness, image, voice and biographical information concerning their participation in any such event (collectively "Player Attributes") for the purpose of promoting the sport of softball or USAS; promoting USAS sanctioned events;

producing educational, historical or safety materials; raising funds for USAS; or promoting a particular USAS competition or event in which Athlete participates.

USAS Promotional Appearances. Occasionally, the Athlete may be asked to make promotional appearances on behalf of USAS for the purpose of promoting the sport of softball or USAS; promoting USAS sanctioned events; producing educational, historical or safety materials; raising funds for USAS; or promoting a particular USAS competition or event in which Athlete participates. Athlete is expected to make reasonable efforts to attend and participate in such appearances when requested. As to Tour Stop activities arranged for by the Tour Stop Host organizer (including clinics and/or dinners), it is expected that Athlete will be compensated by the Host for such appearances.

USAS Sponsor Promotional Appearances. Occasionally, USAS may ask Athlete to make a promotional appearance for or at the request of a USAS sponsor, supplier or licensee ("USAS Sponsor"). Athlete is not required to make such appearances.

USAS Sponsor use of Player Attributes [This shaded paragraph is optional]. By signing where indicated below this paragraph, Athlete grants to USAS the right to use their Player Attributes for the purpose of allowing a USAS sponsor, supplier or licensee ("USAS Sponsor") to identify itself as a USAS Sponsor in a manner approved by USAS, so long as such use of Athlete's Player Attributes is only in conjunction with a reference to such sponsor's status as a sponsor, supplier or licensee of USAS or the Team(s) and that USAS exercise reasonable efforts to require that the sponsor ensure that its materials do not represent or imply that Athlete personally endorses any company, product or service unless such USAS Sponsor has first obtained prior, written permission from Athlete to do so. Athlete agrees that the inclusion of their Player Attributes where the Player Attributes of at least two (2) other Team members are also featured shall not be regarded as a representation or implication that Athlete personally endorses any company, product or service featured in the materials. Provided, however, use of Athlete's Player Attributes by a USAS Sponsor shall be subject only to approval by USAS.

NOTE: Athlete is not required to sign this paragraph to enter into this Agreement or to participate as a Team member.

Signature of Athlete or Parent / Guardian if under 18

MARKETING RIGHTS RETAINED BY ATHLETE. Athlete shall have the right to enter into agreements with third parties ("Athlete Sponsors") for the use of their individual Player Attributes; provided, however, Athlete hereby represents, warrants, covenants and agrees that they have not permitted and shall not permit any Athlete Sponsor to use the Athlete's Player Attributes in a manner which would:

- (i) lead a reasonable person to conclude that such Athlete Sponsor is a sponsor or supplier of or endorsed by USAS or the Team unless such Athlete Sponsor is also a USAS Sponsor;
- (ii) be inconsistent with or imposes restrictions on the rights granted to USAS by the Athlete in connection with this Agreement; or

(iii) be inconsistent or interferes with the Athlete's ability to fulfill each of the obligations imposed on him/her by this Agreement.

EDUCATIONAL CONTENT. Athlete is not required to devote Athlete's time and attention to assisting USA Softball with the creation of softball instructional videos and may decline such requests. To the extent the Athlete does assist USA Softball with the creation of such videos or content, such activities shall be governed by separate terms in a separate agreement between Athlete and USA Softball.

LIMITATIONS ON USE. Athlete agrees that he/she will not use any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAS or any of USAS' Sponsors in connection with the sale, advertisement, promotion, marketing, or distribution of any good, product or service without first obtaining the express, written permission from USAS. Athlete further agrees that he/she will not knowingly permit the use by any third party of any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAS or any of USAS' Sponsors in connection with the sale, advertisement, promotion, marketing, or distribution of any good, product or service without first obtaining the express, written permission from USAS. Athlete further agrees that he/she shall not make any endorsements or commercial appearances, sponsor any good, products or services, or use or consent to the use by any third party of any name, picture or likeness of Athlete in which he/she appears in or with any uniforms, clothing, apparel, accessories, equipment or other item provided to Athlete by USAS or any of USAS' Sponsors for the purpose of advertising, distributing, marketing, promoting or selling any good, product or service, unless Athlete has first received the express, written permission from USAS. This paragraph shall specifically include a prohibition on conducting non-USAS clinics and/or engaging in other activities in which Athlete appears in a USAS jersey or uniform without the advance written permission of USAS. The obligations of this section shall survive the expiration or termination of this Agreement.

Eligibility. Athlete understands and agrees that it is their sole responsibility to conform with any and all eligibility rules now or hereafter established or promulgated by the organizations which govern competitions in which Athlete may compete, including but not limited to eligibility rules established or promulgated, whether now in existence or hereafter adopted, by USAS, the WBSC, the USOC, the IOC, the Pan American Sports Organization, the National Collegiate Athletic Association, the National Association of Intercollegiate Athletics, and/or the National Federation of State High School Associations.

Consent for Medical Treatment. Athlete shall execute the *Medical Treatment Consent Form* attached as an "Attachment 2". Once executed, such Consent Form shall be expressly incorporated herein and become a part of this Agreement.

Agreement to Be Bound by SafeSport Rules. At all times while a member of the Team, Athlete shall comply with the education and training requirements of the US Center for SafeSport. At all times while a member of the Team, Athlete shall comply with any applicable mandatory reporting requirements of the US Center for SafeSport.

At all times while a member of the Team, Athlete consents to and agrees to be bound by the jurisdiction and rules of the US Center for SafeSport.

Agreement to Criminal Background Check (Adult Athletes). At all times while a member of the Team so long as Athlete is at least 18 years of age, Athlete consents to a criminal background check. Athlete shall comply with USA Softball policies and sign any necessary authorizations for the completion, from time to time, of a criminal background check. The criminal background check shall be evaluated consistent with the standards set forth at "Attachment 7".

Agreement to Comply with Applicable Law (Adult Athletes). If applicable, Athlete shall comply with any and all mandatory reporting obligations required by local, state or federal law. Athlete is advised that any observed suspicions or instances of 'child abuse' as that term is defined by federal law may be subject to mandatory reporting obligations of federal law (34 U.S. Code § 20341), which would require mandatory reporting within 24 hours to an applicable State's Child Protective Services agency and/or the Federal Bureau of Investigation.

Athlete Repayment Obligation. In the event of a violation as described in the immediately following section concerning payments to Athlete, Athlete will be responsible to repay the USOC for sums received by Athlete pursuant to the terms and requirements of this Agreement.

USAS RESPONSIBILITIES. In exchange for Athlete's participation in the National Teams Programs in accordance with this Agreement, USAS agrees to provide the following to Athlete.

Payments, Limitations and Conditions. If applicable, a schedule of payments is attached as an "Attachment 3" to this Agreement, and any such payments shall be subject to the following limitations and conditions:

- (a)** In the event Athlete is determined ineligible as a result of any violation of the obligations of this Agreement, including any violation of any anti-doping or SafeSport requirements, then the Athlete shall not be entitled to receive any payments during the Athlete's period of ineligibility.
- (b)** In an instance where an Athlete Support payment is made after the occurrence of an anti-doping violation, but prior to a final determination of the anti-doping rule violation, Athlete shall have a repayment obligation to the USOC equal to the amount of the benefit received during such time period.
- (c)** In the event Athlete is determined to be ineligible as a result of a breach of Athlete's obligations (including any anti-doping obligations), then, at the conclusion of the ineligibility period, Athlete will be required to re-qualify for the Athlete Support Program.
- (d)** For any payment that is based upon a single competitive result (such as OpGold), if Athlete loses a competitive result or does not participate in an applicable competition as a result of an anti-doping violation, then Athlete will be ineligible to receive any such applicable payment.
- (e)** For any payment that is based upon a single competitive result (such as OpGold), in an instance where a payment is made to Athlete after the

occurrence of an anti-doping violation, but prior to a final determination of the anti-doping rule violation, Athlete shall have a repayment obligation to the USOC equal to the amount of the applicable payment(s) for such time period and such competitive event(s).

Per Diem. When Athlete is required to stay overnight for participation in an Official Event, USAS shall pay the Athlete the sum of Fifty Dollars (\$50.00) for each twenty-four (24) hour period Athlete is in attendance at an Official Event or provided, however, that on days when athlete is provided meals by the Local Organizing Committee and/or free meals are provided by the hotel where athlete is staying, Per diem will be pro-rated (breakfast -\$10, lunch -\$15, and dinner - \$25) based on number of free/provided meals per day.

Housing. Unless USAS determines in good faith that attendance of the Athlete at an Official Event does not require an overnight stay, USAS shall pay for all reasonable and necessary housing or hotel expenses, as determined by USAS, actually incurred by the Athlete in attending such Official Event at a hotel or other place of overnight accommodation chosen or approved by USAS.

Transportation. USAS shall provide Athlete all necessary and reasonable travel expenses actually incurred by the Athlete for travel by air or ground while traveling to or from any event where Athlete's attendance or participation was at the invitation or request of USAS. Travel Form Information, Policies and Guidelines is "Attachment 6".

Royalties from Memorabilia Sales. Athlete understands and agrees that USAS Memorabilia Program, if applicable is attached hereto as "Attachment 4", applies to the sale of USAS memorabilia and that Athlete is entitled to certain benefits as outlined therein. Athlete agrees to abide by the terms and conditions of USAS Memorabilia Program and such is incorporated herein by reference and made a part of this Agreement.

RELATIONSHIP BETWEEN THE PARTIES. Athlete is acting as an independent contractor unrelated to USAS or any of its subsidiary or affiliated companies; and nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee or principal-agent between USAS and Athlete. Athlete has made a significant investment in time and money in developing the necessary skill and training to perform their responsibilities under this Agreement. Athlete acknowledges that as an independent contractor they are not entitled to participate in or request any benefits from USAS or any of its subsidiary or affiliated companies other than the benefits expressly set forth in this Agreement. Athlete expressly acknowledges and agrees that they will not be treated, and will not seek to be treated, as an employee of the USAS or any of its subsidiary or affiliated companies for any purposes. Athlete shall not have nor represent their self as having any authority to make contracts in the name of or binding on USAS or to pledge USAS' credit or extend credit in the name of USAS or to license or consent to the use of properties owned by USAS. Athlete shall be solely responsible for all taxes for any payments, benefits or income received in connection with or relating to Athlete's performance under this Agreement, and Athlete shall defend and indemnify USAS from and against any liability, loss or expense arising from any such taxes. Athlete, as an independent contractor, is not entitled to benefits under USAS' workers' compensation insurance coverage.

OUTSIDE EMPLOYMENT. Athlete shall not be restricted from engaging in any employment or services with other entities so long as such does not adversely affect Athlete's responsibilities under this Agreement or otherwise presents a conflict of interest as determined by USAS' staff. In the event Athlete disagrees with USAS' initial determination, Athlete may submit the issue for review and determination by USAS' Judicial Committee.

ACKNOWLEDGMENT OF RISK. Athlete hereby expressly acknowledges and understands there are several risks incidental to participation in the sport of softball which may result in serious bodily injury and possibly death. With full knowledge and awareness of these risks, Athlete hereby voluntarily agrees to participate in each of the Official Events held or conducted during the term of this Agreement as may be requested by USAS.

WAIVER. No action, omission or oral statement by either party shall be construed as a waiver of any term or provision of this Agreement unless such waiver is evidenced in a writing signed by the party to be charged with such waiver. A waiver by any party of a breach of any provision of this Agreement, as evidenced by a writing in the manner set forth in the immediately preceding sentence, shall not operate as or be construed to be a waiver of any other breach of this Agreement. Failure by any party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

SURVIVAL OF OBLIGATIONS. Notwithstanding the Term of this Agreement, all of the following obligations contained in the following sections within in this Agreement shall survive the expiration or termination of this Agreement, and shall be continuing after the Term of this Agreement: Name, Picture, Likeness; USAS Sponsor use of Player Attributes; LIMITATIONS ON USE; Eligibility; Agreement to Testing, Protocols and Binding Arbitration; ACKNOWLEDGMENT OF RISK; CONTROLLING LAW; and COSTS AND ATTORNEYS' FEES.

ASSIGNMENT AND DELEGATION. Neither party may assign any of the benefits derived from this Agreement nor delegate any of the responsibilities or obligations arising under this Agreement and any such assignment or delegation, or attempt to do so shall be null and void.

CONTRACT AMENDMENT. This Agreement may be amended or superseded only by an instrument in writing signed by both parties to this Agreement.

CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Oklahoma, excluding any choice of law rules which may direct the application of laws of any other jurisdiction.

COSTS AND ATTORNEYS' FEES. In the event that an action or suit is brought in any court of law to determine rights or obligations or damages under this Agreement, or any arbitration proceeding occurs, the parties agree that the prevailing party shall, to the extent allowable under applicable law, be entitled to reimbursement from the non-prevailing party of all reasonable costs and attorneys' fees incurred by the prevailing party in such action, suit or arbitration proceeding.

EFFECT OF TEAM MOVEMENT. In the event Athlete moves from one USA Softball Women's National Team to another USA Softball Women's National Team during the same calendar year, all of the obligations set forth in this Agreement shall remain applicable to Athlete (excepting only that the revised Team schedule shall apply).

ELECTRONIC SIGNATURES; LEGALLY BINDING EFFECT. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile, PDF, scanned item, electronic signature (including "s/ name" signature), or other reproduction of this Agreement may be signed or executed by one or more of the parties, and a signed or executed copy of this Agreement may be delivered by one or more of the parties by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the party can be seen, and such signature (including electronic signature) and delivery shall be considered valid, legally binding and effective for all purposes.

INCORPORATED ATTACHMENTS. Notwithstanding the signature lines and signature areas on any Attachments to this Agreement, **Attachments 1 through 7** are expressly incorporated by reference herein and each such Attachment forms a part of this Agreement. Athlete agrees (and any parent/guardian of any Athlete agrees) to be bound by each of the terms and provisions of each of the Attachments hereto regardless of whether the specific Attachment is specifically signed by any Athlete or parent/guardian. By signing this Agreement, the Athlete and parent/guardian agrees to be bound by each of the Attachments to this Agreement.

If you agree to abide by the terms outlined above and contained in any Attachments hereto, please sign and date this letter where indicated below and return it to me.

Should you have any questions about the issues raised herein, please do not hesitate to call me to discuss. Additionally, if the Athlete has any questions about his/her rights and responsibilities under this agreement, the Athlete may contact the USOC Athlete Ombudsman at 719-866-5000 or ombudsman@usathlete.org. Athlete may also refer to the USOC Policy Regarding NGB Athlete Agreements at <https://www.teamusa.org/Footer/Legal/Other-Documents>.

Thank you for your assistance.

Sincerely,



Chris Sebren
Director, National Teams



USA SOFTBALL

2801 N.E. 50th Street, Oklahoma City, OK 73111-7203 Phone: (405) 424-5266 Fax: (405) 424-3855
registerasa.com • usasoftware.com • officialgear.com • usasoftwarestore.com

USA SOFTBALL NATIONAL TEAM MEMBER LETTER OF AGREEMENT – 2019

AGREED TO AND APPROVED:

By:

"Athlete"

ATHLETE NAME: _____

Please print your name

ATHLETE'S SIGNATURE: _____

Signature

Date

"Parent/Guardian Signature is needed if Athlete is under the age of 18"

PARENT/GUARDIAN NAME: _____

Please print your name

PARENT/GUARDIAN NAME: _____

Signature

Date

"ATTACHMENT 1"

USA SOFTBALL CODE OF CONDUCT

ATHLETE PLEDGE

I pledge to uphold the spirit of USA Softball Code of Conduct (the "Code"), which offers a guide to my conduct as a member of the USA National Softball Team (the "USA National Softball Team"). I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my selection to the USA National Softball Team.

As a Member of the USA National Softball Team, I hereby promise and agree that I:

- will abide by all published rules related to the USA National Softball Team selection procedures as approved by USA Softball; have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will educate myself with the US Center for SafeSport's rules and requirements and be aware of my responsibilities concerning fostering an environment in sports free from bullying, hazing, sexual misconduct or any form of emotional or physical abuse;
- will comply with and be subject to the rules and jurisdiction of the US Center for SafeSport, located in Denver, Colorado;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will not commit a doping violation as defined by the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the United States Olympic Committee (USOC) or the World Baseball Softball Confederation (WBSC) rules;
- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;

- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
 - am eligible to compete under the rules of the World Baseball Softball Confederation (WBSC);
 - should I be chosen for an international USA National Softball Team that requires a passport, I am in possession of a valid USA passport, that will not expire prior to six months following the conclusion of the international competition;
 - will refrain from conduct detracting from my ability or that of my USA National Softball Teammates to attain peak performance;
 - will respect the property of others whether personal or public;
-
- will respect members of my USA National Softball Team, other National Softball Teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
 - will follow my USA National Softball Team's written rules, including by way of example, written rules regarding curfew, required attendance at USA National Softball Team meetings and prohibitions on the release of confidential USA National Softball Team information;
 - am aware that USA Softball sponsors, suppliers and licensees provide critical support for the USA National Softball Team and, in recognition of this fact, I will wear designated USA Softball apparel at all official USA National Softball Team functions and events;
 - will not conceal or cover-up any USA Softball sponsor, supplier or licensee brand or other identification appearing on my USA Softball apparel;
 - will abide by the rules of the World Baseball Softball Confederation (WBSC) concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos.
 - agree to be filmed and photographed by the official photographer(s) and network(s) of USA Softball under conditions authorized by USA Softball and give event organizers and USA Softball the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the USA National Softball Team on which I compete; in no event may USA Softball or the event organizers 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 USA Softball apparel or equipment or the use of the USA Softball logo for the purpose of trade, without the prior written consent of the USA Softball;
- understand that if I require legal representation because of I am accused of a doping violation or am accused of criminal misconduct, or if for any other reasons I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- will act in a way that will bring respect and honor to myself, my USA National Softball Teammates, USA Softball and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement.

ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman who provides cost-free, independent and confidential advice to athletes regarding athlete rights, grievance procedures and any other related guidance pertaining to NGB-Athlete agreements.

PHONE: (719) 866-5000

EMAIL: ombudsman@usathlete.org

WEBSITE: www.usathlete.org

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 selected to participate as a member of the USA National Softball Team.

ATHLETE'S NAME: _____

Please print your name

ATHLETE'S SIGNATURE: _____

Signature

Date

"Parent/Guardian Signature is needed below if Athlete is under the age of 18"

PARENT/GUARDIAN NAME: _____

Please print your name

PARENT/GUARDIAN SIGNATURE: _____

Signature

Date

USA SOFTBALL _____ SOFTBALL _____

NGB Name

"ATTACHMENT 2"

MEDICAL TREATMENT CONSENT FORM

I hereby give consent for USA Softball, or local organizing committees to provide the athlete named herein (the "Athlete") with an athletic trainer, medical care, or other treatment, or emergency medical services. I further give consent to USA Softball and its representatives to obtain medical care for the Athlete from a licensed physician, hospital or clinic for any injury or illness which the Athlete may suffer. I further authorize the release of any medical information reasonably necessary to facilitate medical care or treatment on behalf of the Athlete or to process a claim for accident/medical payment insurance for any injury or illness incurred while the Athlete is participating in any event at the request or invitation of USA Softball.

Additionally, I acknowledge, understand and agree that if either I or the Athlete elect to obtain any of these medical provisions or treatments and/or any other non-medical related services from any source other than that provided or approved by USA Softball, or the local organizing committees, I accept full and complete responsibility for any charges, expenses or consequences associated therewith.

If the program in which the Athlete is participating includes psychological, physiological and/or bio-mechanical evaluation, I consent to those evaluations, which pose no unusual risk or hazard when customary safeguards are observed.

To the best of my knowledge, information and belief, the Athlete is in good physical condition; and I am not aware of any disease or injury that may increase the risk of the Athlete suffering illness or physical injury (including death) during or as a result of participation in the USA Softball program although I understand and realize that the Athlete may suffer illness or physical injury (including death) as a result of risks inherent in the game of softball.

ATHLETE'S NAME: _____
Please print your name

ATHLETE'S SIGNATURE: _____
Signature Date

"Parent/Guardian Signature is needed below if Athlete is under the age of 18"

PARENT/GUARDIAN NAME: _____
Please print your name

PARENT/GUARDIAN SIGNATURE: _____
Signature Date

“ATTACHMENT 3”

ATHLETE PAYMENTS

In exchange for participation in certain competitive events and subject to the conditions and criteria imposed, and subject to the limitations and conditions in the Agreement and this Attachment, Athlete shall receive payments as shown in the following schedule. If Athlete does not participate in the listed event, no payments for that event will be paid. Such amount will be paid to Athlete within thirty (30) days following the conditions and criteria being met and the conclusion of such event.

<u>EVENT</u>	<u>PAYMENT AMOUNT</u>
Operation Gold Events	1 st place (<i>Gold</i>) - \$7500.00
- USA Softball International Cup	2 nd place (<i>Silver</i>) - \$6250.00
	3 rd place (<i>Bronze</i>) - \$5000.00
Women’s National Team	\$800.00 per month under the USOC’s Athlete Support Program
	(January 2019, for the 2019 Women’s National Team, disbursed until the 2020 Women’s National Team is named)
	(Fall of 2019 for the 2020 Women’s National Team through December 2019)
Elite Athlete Health Insurance (EAHI), if applicable, under the USOC’s Athlete Support Program (<i>EAHI is offered only to a subset of Team members at USAS’ discretion, and which may be declined by Athlete</i>)	
Royalties from the USA Softball Memorabilia Program as outlined in Attachment 4.	

“ATTACHMENT 4”

USA SOFTBALL MEMORABILIA PROGRAM

Athlete understands and agrees to the benefits and obligations of the USA Softball Memorabilia Program, as outlined herein:

CATEGORY 1

USA Softball Team “Inspired Items”

Items in which Team Athletes likenesses or photos are depicted on the items, such as team posters, group posters (pitchers, infielders and outfielders only), individual posters, event posters, trading cards, or group shots.

Revenue Distribution:

USA Softball will split the net income (Net Income = Sale Price minus Cost of Goods Sold) revenue derived from “inspired items” on a 50/50 percentage point basis between USA Softball and the players’ pool (as further described below in the Additional Terms). If the item features the likeness of the team, group shot or is an event poster, 50% of the net income royalties derived from the sale will be deposited into the players’ pool and 50% of the net income to USA Softball.

CATEGORY 2

“Jersey / Helmet” USA Softball Items

Non-Specific Team Jerseys and Non-Specific Team Helmets

Revenue Distribution:

USA Softball will split the net income (Net Income = Sale Price minus Cost of Goods Sold) revenue derived from “Jersey Helmet” USA Softball items on a 30/70 percentage point basis with the players’ pool 30% of the net income derived from the sale being deposited into the players’ pool and 70% of the net income to USA Softball.

CATEGORY 3

“Player-Specific” USA Softball Items

Player-Specific Jerseys, Player-Specific Photo/Poster or Player-Specific Autographed Items in which an Athlete is named on a Jersey, a specific individual Team member is depicted by herself on a photo or poster, or in which a Player’s individual autograph is on an item.

Revenue Distribution:

USA Softball will split the net income (Net Income = Sale Price minus Cost of Goods Sold) revenue derived from “Player Specific” USA Softball items on a 75/25 percentage point basis with the applicable individual players, and with nothing being provided to the players’ pool. If the item is an individually-named jersey or an individually signed item, the net amounts will be split between the participating player(s) and USA Softball on a 75/25 percentage point basis (with the player’s pool receiving nothing). The applicable player(s) will share in 75% of the net income amounts and USA Softball will receive 25%

of the net income amounts. For the sake of clarification, this Category 3 would include an item signed by multiple team members, such as a team-autographed photo.

[[OPTIONAL]] PLAYER OPT-IN - By signing below, the undersigned player hereby consents to and hereby elects to designate and contribute a portion of the player-specific player's revenue from "Player Specific" items in category 3 to that player's team's players' pool, as follows: 25% of the net income from the "Player Specific" items to the players' pool, with 50% to the participating player, with the remaining 25% to USA Softball.

Athlete Signature / or Parent/Guardian if under 18 [optional -- not mandatory]

This designation may be revoked at any time by sending a written notice to USA Softball.

CATEGORY 4

"Player owned and provided items" Bats, shoes, wrist bands, batting gloves, etc.

Revenue Distribution:

To the extent an Athlete offers and provides 'player owned items' to be marketed and sold by USA Softball, USA Softball will split the revenue derived from "player owned items" on a 75/25 percentage point basis with each player. The applicable player receives a 75% royalty and USA Softball receives 25% (and the players' pool receives nothing).

All royalties for Category 1 items, Category 2 items and Category 3 items are figured on "net basis" meaning the cost of the item and/or cost of the provider will be deducted from the final sales price before net income royalties are figured. Royalties for Category 4 items are figured on a "gross basis" so long as there was no cost to USA Softball associated with the item. The percentage of the royalty split for applicable Team items will be deposited into the USA Softball Player pool and the USA Softball Program account. The percentage of the royalty split for individual player specific and player owned items will be deposited into the individual players account and the USA Softball Program account.

Additional Terms: Notwithstanding anything to the contrary herein, in the event USA Softball has more than one Women's National Team, any players' pool monies shall be divided by USA Softball among separate players' pools for each Women's National Team, except that there shall be no player pool associated with the team that participates in the Japan Cup. For instance, in the event there are two teams, Category 2 payments shall be made payable as follows: 15% to the players' pool for team A and 15% to the players' pool for team B, with the remaining 70% to USA Softball. For further instance, a team photo of team A (under Category 1) will result in 50% to the players' pool for team A and 50% to USA Softball, with zero to the players' pool for team B. Also, any player who moves from one Women's National Team to another team shall immediately forfeit any right to any players' pool payments under her former team's players' pool, but shall receive any future payments that are issued to players of her new-substitute team's players' pool (if any).

**“ATTACHMENT 5”
SCHEDULE OF EVENTS**

Women’s National Team

<u>Events</u>	<u>Date</u>
Training/Exhibition Games, Chicago Illinois	June 10 –17, 2019
USA-JPN All-Star Series, Sendai and Tokyo, Japan	June 17 – 26, 2019
Training/International Cup, Columbus Georgia	June 26- July 8, 2019
Training/ Exhibition Games Myrtle Beach South Carolina	July 20 – 25, 2019
Training/Exhibition Games, Houston Texas	July 25-31, 2019
Pan America Games, Lima Peru	July 31 – August 11, 2019
Japan Cup, Takasaki Japan	August 24 – September 2, 2019

ATHLETE’S NAME: _____
Please print your name

ATHLETE’S SIGNATURE: _____
Signature Date

ATHLETE’S PARENT’S/GUARDIAN’S SIGNATURE (Needed if Athlete is under 18):

Signature Date

ATTACHMENT 6"

USA SOFTBALL TRAVEL FORM INFORMATION, POLICIES AND GUIDELINES

Please read the below information carefully. There will be NO EXCEPTIONS to the below policies and guidelines unless approved by the USA Softball National Teams Department.

USA Softball National Teams Department will send out a travel form to the specific delegation for each national team trip: selection camp, training camp, event, etc.

The travel form will include the travel dates to the event: the travel arrival and departure dates will always be part of the event travel form. The travel dates on this form indicate the actual dates of the event. You must go by these travel form dates and NOT dates sent out in any earlier correspondence received or published dates on our website.

Fill out the travel form completely. This includes supplying your FULL LEGAL NAME, as shown on the ID document in which you are using to travel, each time you receive the form. You must fly OUT OF and BACK TO the same location (city/airport). If you do not, you, as the traveler, will be responsible for any additional cost of the airline ticket. If you are flying out of one city/airport and back to a different city/airport, we can check on flights to these different cities/airports and compare them with a same city/airport round trip ticket. We will then let you know what the difference is and if there is any additional cost that you will be responsible for. We understand that there may be individual extenuating circumstances (school, work, etc.) that we need to be made aware of and those will be dealt with on a one on one basis.

Once the completed form has been returned to the National Teams office, we will start working on your flight to the event. Once the flight has been ticketed and you have received the ticketed itinerary, any changes must go through the National Teams office. If there is a cost to change the flight, it will be your responsibility.

If you are going to drive to the event, USA Softball will reimburse you for mileage up to the cost of what your airline ticket would have been. Mileage reimbursement is calculated on the current year's reimbursement rate approved by the USA Softball BOD (Board of Directors). You will estimate round trip mileage from your home to the event site. You still need to fill out the travel form completely and indicate on it that you'll be driving and return it to the USA Softball National Teams office.

Once you have received your ticketed flight itinerary, if you do not use the ticket, you will be responsible for reimbursing USA Softball for the cost of the ticket.

ATHLETE'S NAME: _____
Please print your name

ATHLETE'S SIGNATURE: _____
Signature Date

ATHLETE'S PARENT'S/GUARDIAN'S SIGNATURE (Needed if Athlete is under 18):

Signature Date

ATTACHMENT 7"

USA SOFTBALL ATHLETE CRIMINAL BACKGROUND CHECK STANDARDS AND PROCEDURES

USA Softball Elite Athlete Background Check Screening Policy

USA Softball, Inc. ("USA Softball") reserve the right to screen any Athlete 18 years of age or older in USA Softball's National Team programs. The screening may consist of (1) an Application Form, (2) an interview, (3) consent to reference and fingerprint for a background check report, and/or (4) approval by staff and/or committee members.

Please note that the 50 states of the United States adopt different laws and categorize the offenses differently. The USA Softball list of offenses below is not intended to be an exhaustive list of offenses but a list of commonly used terms to define the offenses. Other convictions, accusations, charges or facts should be considered on a case-by-case basis.

If a background check is performed and any of the following convictions are revealed, then USA Softball's National Background Check Committee shall undertake a review of such individual's application to determine whether such person should be permitted to participate in USA Softball programs:

- **Murder
- **Rape
- **Sexual assault
- **False Imprisonment
- **Armed Robbery
- **Indecent solicitation of a child
- **Aggravated sexual abuse/assault of a child
- **Child abuse
- **Child molestation
- **Sexual conduct with a minor
- **Sexual abuse of a child
- **Online solicitation of a minor

-
- Arson
 - Assault
 - Breaking & Entering
 - Burglary
 - Coercion
 - Domestic violence in the presence of a minor
 - Domestic violence/abuse

Drug dealing
Drug possession
Drug trafficking
Escape from penitentiary
Evading arrest
Firearms/Weapons charges
Indecency with a child
Prostitution
Shoplifting
Theft/Robbery/Larceny
Violation of a protective order

If a background check is performed and reveals a conviction of any of aforementioned offenses, then the application shall be reviewed by a member of the National Background Check Committee (or such person's designee) for a determination of eligibility. Prior to denial of eligibility, an Athlete will be provided notice of USAS' intent to deny eligibility and an opportunity to be heard on the issues underlying the intended denial. Furthermore, a denial of eligibility may be appealed by the applicant to the entire National Background Check Committee.

In addition, if the background check reveals that the applicant is listed on a sex offender registry**, then the applicant shall be ineligible for participation in USA Softball programs.

By submitting to a background check, the applicant agrees that USA Softball is authorized to disclose or share any of the information obtained through the background check with the USOC, Center for SafeSport or any other entity or persons determined by USA Softball in USA Softball's discretion.

Appeal Process:

USA Softball recognizes that no policy can encompass every situation, so USA Softball has formed its National Background Check Committee to evaluate applications and decide appeals variance requests on a case-by-case basis in certain situations where good cause exists.

An applicant may appeal a denial of eligibility to the entire National Background Check Committee, so long as the appeal is timely filed within fourteen (14) days of the date stated on the denial correspondence. The appeal process shall provide the applicant with an opportunity to present his/her side of the story. An appeal may advise the Committee of incorrect information appearing in a background check report, a mistaken identity with another individual, or extenuating circumstances as to why the person should be permitted to participate despite a conviction of one of the aforementioned offenses.

Any person whose application for participation in USA Softball's program has been denied may appeal the denial within fourteen (14) days to USA Softball's National Background Check Committee by filing his/her appeal with the Committee. All appeals shall be in writing and sent first to the Committee at USA Softball headquarters. The written appeal submission must contain a statement of the specific grounds why the prior determination should be reversed and must be accompanied by all evidence supporting the request for reversal. With the written appeal submission, the person filing the appeal may also file any other information or evidence in support of the appeal. The National Background Check Committee shall review the appeal and decide whether the applicant's appeal should be granted or denied.

Subject to the **Mandatory Ineligibility** requirements below, in extenuating circumstances and for good cause shown, USA Softball's National Background Check Committee shall have the authority to, but not be required to, grant an appeal and permit an individual to participate in USA Softball's program even though that person has been convicted of one of the above non-mandatory offenses (or its equivalent).

Mandatory Ineligibility for Certain Felony Offenses and Applicants listed on a Sex Offender Registry:

Any of the following shall constitute an applicant's mandatory ineligibility from participation in USA Softball programs: (a) an applicant's current listing on any sex offender registry; and/or (b) any felony conviction(s) occurring within the prior 15 years for any offense(s) marked with an "***". For all such applications, the National Background Check Committee may consider appeals based upon incorrectly reported information and/or mistaken identity but the Committee shall not have the authority to grant an appeal for extenuating circumstances or good cause shown in instances where the applicant is currently listed on a sex offender registry or has been convicted within the last 15 years of a felony of the type marked with a "***" above.