

Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of **January 1, 2023** (the "Effective Date"), is by and between USA Archery, a Colorado nonprofit corporation, having its principal office at 210 USA Cycling Point Suite 130, Colorado Springs, CO 80919, and _____ ("Athlete"), whose address is set forth below. Athlete and USA Archery may be collectively referred to herein as the "Parties" and each individually as a "Party".

Recitals

USA Archery is the national governing body for the sport of Archery in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USA Archery is responsible for developing elite athletes with the goal of winning medals in the Olympic and Paralympic Games, World Championships and other international competitions. As part of that mission, USA Archery provides support to Athletes who are members of any United States Archery Team (USAT) which includes the following: Senior USAT, Para USAT, U21 USAT, U18 USAT, Barebow USAT and Master USAT. USA Archery also provides support to athletes participating in high performance programs to include the Regional Elite Development (RED) Program, National Elite Development Program (U18 and 18+), funded Short-Term Training Programs and the Resident Athlete Program, as well as athletes on select international teams and camps supported by USA Archery and/or the USOPC for either domestic or international competition (each a Team and, collectively, "Teams"). This Agreement describes the obligations of USA Archery and the Athlete in connection with each Team.

The Athlete, having been selected by USA Archery as qualified to serve as a member of one of the Teams, desires to participate on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Term.** This Agreement shall commence as of the Effective Date and shall continue through through **December, 31 2023** unless earlier terminated as set forth in Section 6.

2. **Obligations of USA Archery.** USA Archery agrees to perform the following obligations:
 - a. **USA Archery Support Staff.** USA Archery, through its administrative staff, shall be available to Athletes to assist in the coordination of travel logistics, athlete stipends and/or sport performance services, as applicable per Team assignment.
 - b. **USA Archery Sponsor Support.** USA Archery, through its efforts with participating USA Archery Sponsors, shall make available certain products and/or discounts to Team members through discounts or value in kind (VIK). Sponsor offerings will vary year to year and are not guaranteed.
 - c. **Athlete's Personal Endorsements.** USA Archery shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give USA Archery right of first refusal for any of USA ARCHERY's sponsors regarding a personal contract with individual Athlete.
 - d. **Promotional Agents.** USA Archery shall not prevent Athlete from hiring or retaining a promotional agent.
 - e. **Logo Space on Personal Performance Gear or Equipment.** USA Archery grants Athlete the use of logo space as identified in **Addendum A** for use by Athlete for Athlete's personal sponsors, so long as size and placement are within World Archery, International Olympic Committee (IOC) and International Paralympic Committee (IPC) rules and regulations. USA Archery will not prevent Athlete from using specialized equipment (also referred to as Personal Competitive Gear), as such is defined by the United States Olympic and Paralympic Committee (USOPC), of their choice in competitions and training.

3. **Obligations of Athlete.** Athlete agrees to perform the following obligations:
 - a. **USA Archery Membership and Eligibility.** Athlete is and shall remain a member in good standing with USA Archery throughout the term of this agreement. Athlete shall also remain eligible to compete in international competition for the USA per World Archery rules.
 - b. **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by the USA Archery.
 - c. **Anti-Doping.** Athlete shall comply with all anti-doping policies, procedures and protocols of the IOC, IPC, World Archery, World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and the USOPC. Athlete acknowledges that the list of banned substances, policies, and procedures, and protocols may change during the term of this agreement and that Athlete

has the obligation to stay informed about these changes.

- d. USA Archery Policies and Procedures. Athlete shall agree to and abide by all USA Archery policies and procedures to include but not limited to the SafeSport Code, Minor Athlete Abuse and Prevention Policy, USA Archery Code of Conduct, Travel Policy, Honor Code, Disciplinary Proceedings and Grievance Policy, Safe Sport Policy and Background Screen Criteria and Review Policy, Anti-Doping, Drugs and Alcohol Policy, Athlete Pledge, Sportspersonlike Conduct Policy, Whistleblower Policy and Conflict of Interest Policy as well as adhere to the USA Archery High Performance Ethos. USA Archery policies and procedures are located in the Resource Center at <http://www.usarchery.org/>
- e. U.S. Center for SafeSport Training. All athletes age 18+ must complete and maintain a current U.S. Center for SafeSport training. Athletes who turn 18 during the year of this agreement, must also complete the U.S. Center for SafeSport training upon turning 18. It is the athlete's responsibility to complete the training. Individuals referenced in this subsection shall have 45 days after reaching the age of majority (18 years of age), to come into compliance with this education and training requirement.
- f. USA Archery Background Screening. All athletes age 18+ must complete a USA Archery Background Screening. Athletes who turn 18 during the year of this agreement, must also complete a USA Archery Background Screening upon turning 18. It is the athlete's responsibility to complete the background screen. Individuals referenced in this subsection shall have 45 days after reaching the age of majority (18 years of age), to come into compliance with this background screening requirement.
- g. Use of Image.
 - i. Athlete agrees to be filmed, videotaped and photographed, and may have their name, signature, image, picture, likeness, voice and biographical information and statements and quotes otherwise recorded, in any media, by the USA Archery's staff or official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USA Archery, under the conditions specified by USA Archery (the "Footage").
 - ii. Athlete grants to USA Archery the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the Teams, (4) promotion of USA Archery, and (5) promotion of the sport of Archery; provided that, except as it pertains to USA Archery, in no event may USA Archery use or authorize the commercial use of the Footage in any manner that would

imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

- iii. Athlete also grants to USA Archery the right to use athlete's name, image, picture, likeness, voice and biographical information in any USA Archery group licensing promotion, provided that, except as it pertains to USA Archery, in no event may USA Archery use or authorize the commercial use of athlete's name, image, picture, likeness, voice and biographical information in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission. Athlete understands that USA Archery will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes in a group engagement or collage (still or video).
- h. Rules of Eligibility. Athlete agrees to abide by the rules of eligibility for the participation in the sport as may be adopted from time to time by World Archery, the USOPC and USA Archery.
- i. USA Archery Sponsor Products. Athlete agrees that upon accepting USA Archery sponsor products, it is expected that the product be used in good faith and in competition. If, for any reason, the Athlete determines that it is not in their best interest to use these products, the products must be returned to USA Archery or supplying sponsor. Under no circumstance is the re-sale of sponsor products allowed during the calendar year they were accepted.
- j. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots and interviews, as reasonably requested by USA Archery, to promote a competition in which Athlete is participating. Such appearances will not interfere with Athlete's training, preparation or competitions.
- k. Appearances for USA Archery. Athlete will meet all prescribed guidelines and travel schedules for appearance whenever appearing or traveling as a member of the Team. Athlete understands that those guidelines may also obligate Athlete to wear certain types of competition, training and leisure apparel when appearing as a member of a Team, as referred to elsewhere in this Agreement. Those guidelines do not, however, limit Athlete's ability to use Personal Performance Gear. In addition, Athlete agrees to make two (2) personal non-commercial appearances for USA Archery without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.
- l. Autographed Items. Athlete shall autograph up to 25 non-sponsor branded items, provided by USA Archery at its expense, which USA Archery may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.
- m. Promotional Efforts. Athlete shall promote (including on their personal web site and on social media sites, including Facebook, Instagram, Tick Tok and Twitter) USA Archery collaboratively and in good faith. Athlete at their

discretion is encouraged to also show support for USA Archery and USOPC sponsors and partners whenever possible.

- n. Training, Camps and Competitions. Unless otherwise agreed by USA Archery in writing, Athlete shall train for peak performances at key national and international events held during the term and maintain a national ranking. Unless excused in writing by USA Archery, Athlete shall attend all mandatory camps, trials events and competitions and other events associated with their Team appointment, will participate for the full duration of the assignment, and will make every effort to perform to the best of their ability. Further obligations of Athlete regarding training, trials events, competitions, and camps are set forth on **Addendum B** to this Agreement.
- o. NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.
- p. Athlete Personal Sponsors. Athlete may not use or authorize the use of the USA Archery's intellectual property, including, but not limited to, use of photographs, films or videos of Athlete in USA Archery apparel or equipment, or the marks and logos of USA Archery, its teams or its programs, without the express written permission of USA Archery.
- q. Team Apparel. Athlete will wear designated USA Archery apparel at all official Team functions and events as as required by USA Archery, and will not conceal or cover up any USA Archery sponsor, supplier or licensee brand or other identification appearing on USA Archery apparel. This includes, but is not limited to travel, training, media, competition and podium and award presentations during the function or event.
- r. No Other Logos on Team Uniform. Athlete is not permitted to add to any official Team uniform any trade name, trademark, name, logo, or any other identification of any person, company or business, unless expressly provided for in this Agreement or a written consent and waiver is provided.
- s. Medical Expenses. Athlete understands that Athlete has full responsibility for any and all expenses, including medical expenses that may derive from injuries or sickness Athlete may sustain during Athlete's participation with the Team. Additionally, Athlete will be responsible for any COVID-19 Testing requirements and/or travel expenses related to mandatory quarantines domestic or abroad.

4. **Compensation and Other Support.**

- a. Team Funding, Uniform and Equipment Benefits. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and guidelines provided for support program as may be established by the USOPC and/or USA Archery, USA Archery shall provide support in the way of applicable coaching support, financial support, uniforms, and/or access to USA Archery's team sponsor benefits as related to each Team. Support levels vary per

Team and year and are to be provided at the sole discretion of USA Archery. For those who qualify for USOPC stipends and other support programs, USA Archery agrees to coordinate with the USOPC for the athlete to receive their athlete stipends, Elite Athlete Health Insurance (EAHI) and/or other benefits during their period of eligibility for such benefits. USOPC Athlete Stipend payments shall be made by direct deposit to an account designated by the Athlete. Athlete Stipends and/or EAHI will only be provided to eligible athletes who are currently training and competing in the same discipline they earned a national ranking the previous year and are subject to change from year to year at the discretion of the USOPC and/or USA Archery. More information on athlete funding and support programs may be found within the USA Archery Athlete Stipend and Support Program and Para Athlete Stipend and Support Program documents which are updated annually and posted at www.usarchery.org.

- b. Taxes. Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement or through the access of benefits as a member of any of the Teams. USA Archery shall have no responsibility for any taxes or withholdings on amounts paid to Athlete for Team stipends or prize money.

5. **Suspension of Activities.** USA Archery acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than eight (8) consecutive weeks or fails to maintain a national ranking, compete in required domestic or international events or camps for which they qualify (see Addendum B), Athlete acknowledges and agrees that the USOPC and/or USA Archery may suspend compensation or other support to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USA Archery and/or the USOPC to continue the benefits while Athlete is not training or competing.

6. **Sanctions or Termination.**

- a. Policy Violation - Sanctions. Athlete understands that any conduct by Athlete which constitutes a material violation of any USA Archery policy and/or this Agreement (both as determined in USA Archery's reasonable discretion) may result in Athlete's suspension or dismissal from participation on a Team. **Provided, however, no restrictions on a right to compete may be imposed except by application of the procedures identified in USA Archery's Disciplinary Proceedings & Grievance Policy posted on its website at www.usarchery.org.**

Athlete understands that USA Archery may respond by termination of this Agreement and/or by imposing a sanction (including, for example,

withholding all or part of any Team compensation, benefits or resources other than suspension or dismissal from the Team). Before terminating this Agreement and/or imposing a sanction under this Section 6(b), USA Archery will: (i) provide Athlete with written notification of the specific breach that is the basis for termination of this Agreement or sanction to be imposed, (ii) identify the nature of the any proposed sanction, if any, (iii) give Athlete an opportunity to respond which is reasonable under the circumstances, and (iv) inform Athlete of the actions which must be taken by Athlete (if any) to avoid termination or imposition of the sanction.

b. Sanctions and Terminations for High Performance “Team” Athletes.

Participation guidelines and requirements to include dismissal processes for the RED Program, National Elite Development Program, Funded Short-Term Training Program or Resident Athlete Program are further outlined in each corresponding program Program Guide and/or Team Addendum to this agreement, as applicable.

c. Reporting Complaints: Individuals may submit complaints to the following:

- Administrative and Right to Compete Complaints should be submitted in writing to the USA Archery CEO and the Chair of the Board of Justice at complaints@usarchery.org. Please review the Disciplinary and Proceedings and Grievance Policy section 1.2 Filing a Complaint for a list of items that must be included in the written submission.
- Ethics Complaints may be send to the Chair of the Ethics Committee at ethics@usarchery.org
- Safe Sport Complaints may be sent to USA Archery at athletesafety@usarchery.org or reported to the U.S. Center for SafeSport at: <https://safesport.org/report-a-concern>

For more information on how the types of complaints which may be filed and the process to do so please visit the USA Archery “File a Complaint” [webpage](#).

d. Retaliation.

Retaliation is prohibited.

As defined in Section 220501(b)(11) of the Ted Stevens Act, retaliation includes any adverse or discriminatory action, or the threat of an adverse or discriminatory action, including removal from a training facility, reduced coaching or training, reduced meals or housing, and removal from competition carried out against a Protected Individual as a result of any communication, including the filing of a formal complaint, by the Protected Individual or a parent or legal guardian of the Protected Individual relating to the allegation of physical abuse, sexual harassment, or emotional abuse, with the United States Center for SafeSport; a coach, trainer, manager, administrator, or official associated with the USOPC; the United States Attorney General; a federal or state law enforcement authority; the Equal Opportunity Employment Commission; or Congress.

Retaliation also refers to any adverse or discriminatory action, or the threat of an adverse or discriminatory action, against any person who in good faith reports misconduct, and/or violations of the USOPC's or NGBs' Bylaws, policies, and procedures. Athletes who disclose information to or seek assistance from the Office of the Athlete Ombuds are also protected from retaliation as set forth in Section 22509(b)(5) of the Act.

Under no circumstances will an individual be subject to any disciplinary or retaliatory action for filing, in good faith, a report of a violation or potential violation. However, filing known false or malicious reports will not be tolerated, and anyone filing such reports will be subject to appropriate disciplinary action. For additional information on this topic, please consult USAA's Whistleblower Policy located at www.usarchery.org.

7. **Dispute Resolution.**

The Parties agree that they will attempt to resolve any dispute under this Agreement by good faith negotiation, if practicable. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, or is not an issue that can be handled by good faith negotiation, the dispute shall be resolved by the procedures set forth in the USA Archery Disciplinary Proceedings and Grievance Policy located at www.usarchery.org.

8. **Miscellaneous.**

- a. Nature of the Parties Relationship. It is expressly understood and agreed that, in the performance of this Agreement, USA Archery and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.
- b. Intellectual Property and Ownership. Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title, or interest in or to USA Archery's name, trademarks, service marks, copyright rights, or other rights in and to USA Archery's materials or intellectual property. Likewise, nothing contained herein will be construed as an assignment or grant to USA Archery of any right, title, or interest in or to Athlete's name, likeness, image, identity, or personality rights.

- c. Indemnification. USA Archery shall not be responsible for any loss, claims, damages or injuries to the Athlete or their equipment or property unless those losses, claims, damages or injuries related directly to the negligent acts or omissions or willful misconduct of USA Archery. Athlete shall be responsible and liable for and agrees to indemnify and hold harmless USA Archery and its officers, directors, employees, and agents, for any and all losses, damages, claims and injuries, including medical expenses, arising out of the injury or damage to the Athlete or third persons, equipment or property of the Athlete and others which is the result of the negligent acts or omissions or willful misconduct of the Athlete.
- d. Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt or one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.
- e. Force Majeure. If for any reason outside a Party's reasonable control, including without limitation pandemics, strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.
- f. Entire Agreement. This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.
- g. Waiver. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.
- h. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.
- i. Governing Law. The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Colorado.

9. USOPC Athlete Ombudsman.

Athletes may contact the Athlete Ombuds office for: (i) independent, confidential advice and assistance at no cost; (ii) assistance in the resolution of athlete concerns and

disputes through fact-finding, facilitated communication, and mediation, and (iii) advocacy for fair, transparent, timely and equitably administered policies and processes within the U.S. Olympic and Paralympic Committee (USOPC) and USA Archery. The USOPC Athlete Ombudsman provides cost-free confidential advice to Athletes regarding their rights and any other applicable rule that may impact an athlete's opportunity to participate. Athletes may contact the Athlete Ombudsman at: 719-866-5000 or ombudsman@usathlete.org.

(Signatures on Following Page)

SAMPLE ONLY

USA ARCHERY

ATHLETE:



Rod Menzer, CEO

Athlete Signature

Date

Print Name

PARENT/GUARDIAN SIGNATURE

(Required for Athletes Under the Age of 18 as of Effective Date)

Signature

Date

Print Name

Selection Relationship to Athlete:

Parent

Guardian

SAMPLE ONLY

ADDENDUM A

USA Archery Sponsors

Athlete is strongly encouraged to sign with USA Archery sponsors. However, there is no requirement for any Athlete to do so. Should Athlete sign a personal contract with a non-USA Archery sponsor, Athlete understands that Athlete is not permitted to convey to any personal sponsor of Athlete any marketing rights associated with any USA Archery Team, and Athlete sponsor may not be given permission to use the USA Archery's intellectual property with that personal sponsorship, including any association with USA Archery, any Team, and the marks and logos of USA Archery or any Team. All USA Archery and Team rights must be negotiated directly with USA Archery and are strictly and solely subject to USA Archery approval.

USA Archery grants Athlete the use of logo space as identified below for use by Athlete for Athlete's personal sponsors, so long as size and placement are within World Archery, IOC and IPC rules and regulations. Note that if a USA Archery sponsor supplies one of these products to the Athlete as part of their benefit of being on a Team, Athlete cannot have a competing sponsor name on the item nor can Athlete cover up or modify the sponsor logo or marks already present on products.

- Chest protector
- Quiver and Belt
- Hat/Head Gear

ADDENDUM B

Event Requirements

Athlete stipends, travel reimbursements and/or other financial support may be provided to eligible athletes so that they may better focus their efforts on training for elite domestic and international competitions. In return, it is the expectation of USA Archery that athletes receiving financial support from USAA will maintain a national ranking, participate in all funded international events, mandatory training camps and trials events for which they qualify or are eligible to participate in to include World Cups, World Games, World Ranking Events, World Championships, Para World Championships, Youth World Championships, Pan and Para Pan American Games, Junior Pan American Games, Pan American Championships, Para Pan American Championships, Olympic Games, Paralympic Games, Youth Olympic Games and associated trials and test events (See [Athlete Stipends and Support Programs and Para Athlete Stipends and Support Programs](#) documents for details). **Failure to fully participate in required domestic or international events and/or camps for which an athlete qualifies without approval from USA Archery, or violations of the USA Archery policies and procedures may result in reduction or elimination of financial support from the USOPC and/or USA Archery and/or repayment to USA Archery for the cost of the athlete's registration and travel expenses for the event and/or applicable training camp. The same applies for failure to complete necessary event registration requirements by the required deadline, failure to complete necessary travel requirements related to COVID-19 testing, Visa applications or other government required documents and/ or failure to maintain passport requirements set forth in individual event Intent to Compete forms.**

United States Archery Team (USAT) Series Events

Athletes must attend the necessary amount of events to maintain a USA Archery national ranking. Failure to maintain a national ranking may result in reduction or elimination of financial support and/or other support services from the USOPC and/or USA Archery. Please review the [USAT Selection Procedures](#) for more information on how to obtain a USA Archery national ranking. **Please see the [Policy for Missing a Required Event](#) for exceptions.**

SAMPLE ONLY