



2009 National Team Member Athlete Agreement

This is an Agreement made and entered into as of the date of execution written below, by and between USA Canoe/Kayak (USACK), a not-for-profit national governing body (NGB) having its principal place of business at 330 S. Tryon Street, Lower Level, Charlotte, North Carolina 28202 and the undersigned National Team Member.

Being a USA Canoe/Kayak (USACK) National Team Member is both a benefit and a responsibility. The following agreement outlines the terms under which USACK provides National Team Members with support and benefits. Also outlined are the responsibilities required and consideration requested of National Team Members to maintain active status and receive these benefits.

WHEREAS USACK is the national governing body for the sports of Canoe/Kayak in the United States under the Ted Stevens Olympic and Amateur Sports Act (Act) and as such governs national men's, women's, and youth Canoe/Kayak sports and works to recruit, retain and develop competitive Canoe/Kayak athletes, coaches and officials while fostering support through organizational members, sponsors and spectators;

WHEREAS USACK is a member of the US Olympic Committee (USOC) and through participation in its various programs makes certain resources of USOC available to its athletes and teams;

WHEREAS USACK is the National Federation for the United States within the International Canoe Federation (ICF) and selects and supports the National Teams that represent the United States in ICF competitions;

WHEREAS National Team Members desire to train and compete consistent with the policies and procedures of USACK;

WHEREAS USACK desires to provide benefits and consideration through its programs and services to National Team Members and National Team members desire to accept such benefits and consideration and agrees to grant USACK such benefits and rights in consideration thereof;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS. As used in this Agreement, the terms set forth shall be defined as follows:

- (a) USACK shall mean USA Canoe/Kayak, a not-for-profit national governing body as defined in the Act and recognized by the US Olympic Committee as the NGB for canoe/kayak racing in the United States
- (b) Licensed Marks shall mean the USACK commercial logos and marks
- (c) Athlete shall mean an amateur athlete as defined under the Act and USOC BYLAWS
- (d) National Team Member shall mean an Athlete selected by USACK to compete in International competitions in either Sprint or Slalom
- (e) Competitions shall include but are not limited to National Championships, World

Cups, World Championships, Pan American Games, and the Olympic Games

(f) Direct Athlete Support shall mean funds provided directly to a National Team Member by the USOC pursuant to its agreements with USACK

(g) Coaching Staff shall mean National Team coaches, coaches hired on a contract basis, and any other coach designated by USACK to ensure that National Team Members receive high quality support

(h) Performance Enhancement Team (PET) shall mean a team of professional service providers including but not limited to fitness, nutritional, physical therapy, sport psychology and team doctors coordinated by USACK and USOC staff for the benefit of National Team Members

(i) Olympic Training Center and Olympic Training Sites shall mean training facilities so designated by USOC that may provide training, support, residential services, and PET services to National Team Members

(j) Uniform shall mean USACK National Team competition, travel, training, ceremony, and awards clothing, which may include limited footwear and apparel, T-shirts, polo shirts, competition apparel, practice gear, jackets, socks, hats, caps, pants, shorts, and non-technical accessories

(k) Equipment shall mean items such as boats, bags, boat covers, and paddles that are used in Canoe/Kayak sports

(l) Personal Performance Gear shall mean specialized equipment that has a material effect of the performance of athletes during the actual sports competition. (Attached)

(m) USACK Sponsors, Suppliers, Licensees, and Event Sponsors shall mean the highly valued partners to whom recognition and benefits, including in some cases category exclusivity, are extended by USACK in return for the provision of financial and other resources vital to the overall success of USACK and its National Teams

2. Term

The term of this agreement shall begin on the date of its execution and shall conclude one year thereafter or until a new National Team is selected by USACK.

3. Eligibility

The undersigned National Team Member agrees that at all times during the term of this Agreement, he or she

- A. Will be eligible under the rules of the USOC and ICF in Competitions;
- B. Will be a current member of USACK in good financial standing;
- C. Will adhere to the terms of this agreement

4. Consideration and Benefits-- National Team Members will be eligible to receive the following financial, performance and other support subject to availability and selection/qualification under the terms of each program

- A. Financial support:
 - i. USACK funding for National Team travel to scheduled training camps and Competitions.
 - ii. Direct Athlete Support –Qualification for Direct Athlete Support funding is based criteria set by USOC. (Attached)

iii. Operation Gold is a USOC grant program for which National Team Members may qualify based on USOC criteria.

B. Performance Support:

- i. Coaching--National Team Members are eligible for coaching by the USACK Coaching Staff at various training areas throughout the United States and at Competitions.
- ii. Fitness--Access to the services of the PET is provided via the Coaching Staff and the USACK High Performance Director
- iii. Olympic Training Centers and Training Sites: National Team Members may have opportunities to participate in training programs at the Olympic Training Centers in Lake Placid, Colorado Springs, and Chula Vista. USACK operates a Sprint residential program in Chula Vista CA. Selection to this program is subject to selection criteria available from the High Performance Director and/or Sprint Coaching Staff. USACK operates a Slalom training program in Charlotte, NC. Selection to this program is subject to selection criteria available from the High Performance Director and/or USACK Slalom Coaching Staff.

C. Logistical Support

USACK staff shall provide travel and other logistical support to its National Teams.

D. Equipment and Supply Support:

- i. Through relationships with its Sponsors and Suppliers, USACK will provide National Team Members equipment at reduced or no cost. See attached list of USACK Sponsors and Suppliers or contact the High Performance Director for further details.
- ii. Uniforms - USACK Uniforms will be provided and worn during Competitions, including related ceremonies and awards and at other times and events designated by USACK.
- iii. Equipment - USACK Equipment (excluding Personal Performance Gear) will be used during Competitions and during USACK programs, including but not limited to Olympic Training Center and Training Site programs.
- iv. Personal Performance Gear - National Team Members are permitted to use the manufacturer of their choice, but are encouraged to support USACK Sponsors, Suppliers and Licensees whenever possible. (Attached)

E. Fundraising Support:

- i. National Team Members are encouraged to solicit individual sponsors that do not conflict with USACK Sponsors.
- ii. USACK will support fundraising events for its National Teams. These events may include fantasy camps for USACK sponsors or other activities that involve individual Athlete or Team participation.
- iii. USACK must approve in writing the use of USACK marks and logos by National Team Members and such approval will not be unreasonably withheld.

F. Marketing and Communication Support:

- i. USACK will promote National Team Members through a variety of channels and programs, which may include press releases, special events, fundraisers, advertisements, websites, public relations, and marketing programs in conjunction with the USACK family of sponsors
- ii. USACK will promote National Team Members to the canoe/kayak community via:
 - a. Links from www.usack.org to National Team Members sites.
 - b. Articles, profiles, bios and other items on www.usack.org
 - c. Coverage in e-newsletters and other online media.
 - d. USACK is permitted to use the National Team Members' name, image, likeness, voice or biographical information in conjunction with the broadcast, promotion and marketing of Competitions.
 - e. USACK shall not use or authorize the use of a National Team Member's

name, image, likeness, voice or biographical information in a manner that would imply an endorsement of any company, product, or service, without the written permission of the National Team Member.

G. Health Insurance

National Team Members may qualify for Elite Athlete Health Insurance (EAHI) under USOC EAHI guidelines. (Attached)

5. National Team Member Roles and Responsibilities

Athletes who qualify for selection become National Team Members by signing this Agreement whereby they agree to adhere to certain rules and responsibilities described herein. The undersigned National Team Member hereby agrees to:

A. participate in all Competitions, including but not limited to USACK National Championships.

B. commit to a program of training and preparation with the intent of qualifying for and competing in the next Olympic and/or Pan American Games.

C. work with the Coaching Staff in preparation for Competitions. This shall include, but not be limited to, the following:

- Competition Schedule;
- Training Schedule;
- Goal setting in cooperation with Coaching Staff;
- Performance Enhancement Team Goals.

D. collaborate with PET Services as a part of their preparation for Competitions, including:

- Establishing a working relationship with a local trainer;
- Conducting periodic assessments on strength and conditioning;
- Utilizing sports psychology services;
- Following wellness and injury prevention advice;
- Following nutrition advice.

E. wear the USACK Uniform during Competitions including related ceremonies.

F. use USACK Equipment whenever practical (with the exception of Personal Performance Gear which they have the right to use during Competition and training).

G. comply with the drug testing policies and procedures of the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the ICF, the United States Anti-Doping Agency (USADA) and USOC including the ICF and USADA athlete whereabouts reporting requirements.

H. will be available to the media on a regular basis for promotion of themselves and USACK and its events.

I. represent themselves, USOC and USACK in an appropriate and sportsmanlike fashion, and abide by the established code(s) of conduct (See USACK Code of Conduct below).

J. cooperate with the USACK in publicizing USACK and Competitions. This may include attending press conferences, interviews, public appearances or other reasonable requests. Reasonable expenses related to activities must be approved prior to event, and may be covered by USACK or a Sponsor.

K. work with USACK to build a sponsor-fulfillment and fundraising program that will benefit them, the National Team and USACK. National Team Members are strongly encouraged to participate in Sponsor events from time to time, and in other events designed to raise the exposure of USACK and meet program obligations. Reasonable athlete expenses, as agreed upon in advance, will be covered, and in some cases, a modest appearance fee may be provided. USACK will respect the value of each National Team Member's time.

L. assist with other USACK fundraising initiatives, such as fantasy camps, clinics, talks, etc. For these events, National Team Members may be compensated for their time and their expenses, as agreed upon in advance.

M. provide, by his signature below, a general release, permitting his or her person to be photographed for purposes of memorializing and/or promoting his or her participation in a Competition or other USACK event, or USACK in a non-commercial manner. The National Team Member also grants USACK the right to record, broadcast or otherwise utilize their performance in events in any and all media, again for the purposes of promoting USACK. USACK shall not permit Sponsors to use National Team Members' individual likeness in product endorsements without an express written agreement between the National Team Member and Sponsor. USACK may not use or authorize the use of a National Team Member's individual image, picture, likeness, voice, name or 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 the National Team Member's express written permission. It is expressly agreed that the provision of its sports content to USOC for distribution through its Olympic network and/or partners is non-commercial promotion of USACK.

N. cooperate with USACK to provide Sponsors and Suppliers with product testimonials as appropriate and when requested.

O. disclose to USACK the identity of all parties with which he or she may have any existing commercial sponsorship agreements. (see Attached). The terms of such agreements need not be disclosed, only the identity of the sponsoring party.

P. acknowledge USACK's right to display marks of USACK on the Uniforms and boats of USACK and of National Team Members. National Team Members acknowledge USACK's right to display the marks of its Sponsors, Suppliers and Licensees on the Uniforms of National Team Members and the boats of USACK. It is expressly understood that failure to comply with the exercise of such rights may jeopardize the National Team Member's status and level of benefits under this Agreement.

- Competition Uniform and Personal Performance Gear shall display the USACK marks and logos. National Team Members will not enter into agreements with competing sponsors without first giving USACK sponsors a reasonable opportunity to negotiate with the National Team Member.
- No additional names or logos may be placed on the Uniform or any other USACK provided apparel or Equipment without the express written approval of USACK.
- For those boats owned or rented by USACK, the undersigned National Team Member grants USACK the right to display up to 800 square centimeters of Sponsor decals on the front of boats used in Competition. The National Team Member will display USACK provided decals on the boat immediately in front of the cockpit. The National Team Member may display individual sponsor identification on the remaining area in front with a 15-centimeter separation from USACK provided decals and identification. The National Team Member may use all remaining portions of boats, however, no more than three decals may be displayed for each individual sponsor, and no decals may be larger than

400 square centimeters.

6. Other Terms

a. Any request from a National Team Member for exceptions to these provisions must be submitted to the USACK High Performance Director in writing; USACK will respond to such requests within ten (10) business days; any such request will be considered on a case-by-case basis and USACK may agree or disagree with each such request in its sole discretion.

b. This Agreement together with its Attachments represents the entire agreement between USACK and the National Team Member; any changes agreed to by the parties will be made in writing and signed by each.

c. This Agreement will be governed by the laws of the State of North Carolina; the National Team Member and USACK to use every option to resolve any disagreement related to this Agreement through direct discussion, the intervention of the Executive Director of USACK, and, if necessary, the Athlete Ombudsman of the USOC.

National Team Member (PRINT NAME): _____

Signature: _____

Date: _____

USACK Executive Director: _____

Date: _____

Please return signed copy to:

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