

## **USA SHOOTING POLICIES AND PROCEDURES**

### **ATHLETE AGREEMENT**

This Agreement is entered into by and between USA Shooting (USAS), a Colorado nonprofit corporation designated by the United States Olympic Committee (USOC) as the National Governing Body (NGB) for the Olympic disciplines of shooting in the United States of America and \_\_\_\_\_ (hereinafter "Athlete").

#### **I. GENERAL**

1. The performance objective of USAS is to provide the United States with the best shooting teams possible - present and future. It is the job of staff to offer you, the athlete, assistance in realizing your full shooting potential. To this end we desire to attain the optimum results within the budget and time available. The policies below will help both athletes and staff to function effectively. This Athlete Agreement supplements the USAS Code of Conduct. Each member of the National Team (NT), National Development Team (NDT), United States Shooting Team (USST) or Junior Olympic Team, is required to read this document upon notification of inclusion on these teams. By checking the "accept" statement, signing and dating the signature page, without alteration, the athlete acknowledges they have read, understood and will comply with this agreement. **ATHLETES CHECKING THE "DECLINE" STATEMENT, MUST STILL SIGN AND DATE THE SIGNATURE PAGE. ATHLETES WISHING TO DECLINE UNDERSTAND THAT BY NOT COMPLYING WITH THE PROVISIONS OUTLINED HEREIN WILL RETAIN ELIGIBILITY ON THE TEAM SELECTED TO BUT MAY RECEIVE REDUCED FUNDING AND SPONSOR PRODUCT WHERE APPLICABLE AND ARE NOT ELIGIBLE FOR USAS ATHLETE INCENTIVES. ATHLETES THAT DECLINE THIS AGREEMENT MUST SIGN AND COMPLY WITH THE CODE OF CONDUCT.** Contact your National Coach or Director of Operations with any questions you may have. Return the signed statement, and retain a copy of the "Athlete Agreement" as a reference.
2. Participation in USAS programs implies responsibility and obligation on the part of the Athlete and is entirely voluntary. In order to protect the organizational, operational and financial integrity of USAS and its programs, including its obligations as an NGB, it is necessary to implement requirements for athlete participation in various USAS programs and activities and the receipt of benefits from USAS. Therefore, this Agreement sets forth such requirements and the corresponding relationship between you and USAS. Nothing in this Agreement is intended, nor should be construed, to create an employer/employee relationship between USAS and Athlete
3. USAS desires to provide to Athlete the opportunity to participate in the national team programs of USAS available to members of the NGB, and Athlete desires to participate in such programs for the purpose of advancing his/her competitive career, and wishes to accept the responsibilities of team membership.

## **II. TERM OF AGREEMENT**

1. Athlete may update this Agreement at any time for any reason by notifying USAS ,checking the appropriate statement, signing and dating the signature page. It is incumbent upon the Athlete to remain current with this document as related to sponsorship..
2. This Agreement expires on December 31, 2008.

## **III. USA SHOOTING AND ATHLETE RESPONSIBILITIES**

1. I agree that while a member of the National Team or National Development Team, I will pursue a training program designed to improve and maximize my performance level, abide by the Code of Conduct and support USAS's efforts to strengthen its' organizational and athlete programs.
2. I understand that in accepting this Agreement, I acknowledge an on-going responsibility to USAS and its sponsors. Under the provisions of the USAS Code of Conduct, I am obligated to know the identity of all USAS sponsors. I agree that if I personally have an agreement for sponsorship, licensing, advertisement or promotion with an entity that is in competition with a USAS sponsor ("My Sponsor"), I will not, while directly engaged in any competition, event or activity as a member of the National Team or National Development Team, promote the products or services of My Sponsor. As a courtesy, USAS will publish in the official publication, *USA Shooting News*, and on the website, [www.usashooting.org](http://www.usashooting.org), the most current list of sponsors.
3. USA Shooting may provide athletes with sponsor and/or team provided product(s) including ammunition. Using such products is important to developing and honoring corporate sponsorships. Acceptance of such product(s) indicates a willingness to use these products. Team members are required to use non-performance equipment sponsor products at training and/or competitions as designated by the USAS staff. Athlete may decline to accept performance equipment and/or product(s) with the full understanding that USAS will not provide alternate products, store, ship, or in any way assist in procuring products on behalf of the athlete that compete(s) with USAS and/or USOC sponsors. Athlete and staff are prohibited from speaking negatively and are encouraged to speak positively regarding sponsors products.
4. USA Shooting will provide, within listed constraints, the following support benefits to Athletes accepting this Agreement. The extent of the support is dependent upon several factors including budget, time, staffing and performance levels of the Athlete.
  - a. Coaching assistance
  - b. Training and training program development
  - c. Limited ammunition allocation

- d. Up to 100% financial support to team training and competitions. All activities are not 100% funded. Financial support is determined by program needs, performance levels, and budget.
  - e. Use of products provided by sponsors
  - f. USAS Athlete Incentives program
  - g. USOC Athlete support funding
5. Athlete understands that declining this Agreement results in limited support benefits. The following is a list of support benefits; the extent of the support is dependent upon several factors including budget, time, staffing and performance levels of the Athlete.
- a. Coaching assistance
  - b. Training program development
  - c. Up to 50% of the financial support allocated to any team training or competition.
  - d. USOC Athlete support funding

#### **IV. ATHLETE INCENTIVES**

The athlete incentive program is designed to reward shooting performance and encourages the use of key sponsor products. Any incentives offered will be established by USAS and will be dependent upon the nature and value of related sponsor. Any incentive program will be implemented at the discretion of the USAS marketing department and/or relevant sponsor. Incentives, monetary or product, will be based on the value of the sponsorships. Amount of incentives and designated competitions will be published upon activation of sponsorship agreements.

#### **V. HEADINGS**

The titles and paragraph headings contained herein are for convenient reference only. They shall not be used in any way to govern, limit, modify or construe this Agreement and shall not be given any legal effect.

#### **VI. CONFIDENTIALITY**

1. Athlete promises to keep the terms and conditions of this Agreement strictly confidential and not to divulge or disclose any of the terms and conditions to any third (except USOC) party other than legal counsel.
2. It is understood that the parent(s) or guardian(s) of any athlete who is younger than 18 years

of age on the date this Agreement is signed, shall have the right to review this Agreement, but such parties shall also be subject to this confidentiality provision.

**VII. AMENDMENT**

This Agreement may not be amended or modified in any respect except in writing, signed by each party.

**VIII. WAIVER**

The failure of either party at any time to demand strict compliance by the other party with regard to any of these terms, covenants or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights granted by this Agreement.

**IX. ENTIRE AGREEMENT**

This Agreement and any exhibits or addenda referred to herein, including the USAS Code of Conduct, embodies the complete agreement and understanding between the parties with respect to the subject matter hereof.

**X. GOVERNING LAW**

This Agreement has been entered into in the State of Colorado and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by and construed in accordance with the laws of the State of Colorado. Any disagreements that arise with respect to this Agreement must be addressed under the Grievance procedures outlined in the USAS Bylaws and USAS Policies and Procedures, Section X.

IN WITNESS WHEREOF, the parties sign this Agreement effective as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_ I accept and will comply with this Agreement

\_\_\_\_\_ I decline to accept this Agreement. In declining to accept this Agreement, I understand that my eligibility to participate as a team member is not jeopardized, however, I will not be entitled to the full level of USAS support accorded to accepting signators. I understand that I will not receive sponsor provided products, incentives associated with product use or the financial benefit gained from sponsor contracts.

\_\_\_\_\_  
Athlete's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Parent/Guardian Consent Acknowledgment: (if athlete is under age 18)**

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date