



USA Climbing Youth Athlete Agreement

THIS ATHLETE AGREEMENT, effective upon Athlete signature (the "Effective Date"), is by and between USA Climbing, a Utah nonprofit corporation having its principal office at 440 W 800 S | Salt Lake City | UT, 84101 and the athlete signing below ("Athlete"), whose address is also set forth below. Athlete and USA Climbing may be collectively referred to herein as the "Parties" and each individually as a "Party."

Recitals

1. USA Climbing is the National Governing Body for the sport of competition climbing 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 Climbing is (among many other things) responsible for developing elite athletes with the goal of winning medals in the Olympic Games and other international competitions. As part of that mission, USA Climbing has developed an Athlete Agreement program to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.
2. I, the Athlete, desire to participate in the Athlete Agreement and the terms and conditions set forth herein when accepting a start to an international competition, utilizing the National Team Training Center, or participating in USA Climbing organized events. This includes but is not limited to; training camps, media engagement, etc.

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

Agreement

2. **Term.** This Agreement shall commence as of the Effective Date and shall continue through and including the conclusion of the National Team selection process unless earlier terminated as set forth in Section 6.
3. **Suspension or Dismissal.** Failure to comply with any of the contract provisions may lead to disciplinary action against Athlete as determined by the High Performance Staff, USAC CEO, USOPC AAC Member, and USAC AAC Member. This is not a system of progressive discipline. Nothing herein shall require USA Climbing to impose any one of the penalties prior to the institution of a more severe penalty. USA Climbing may recommend a penalty for the athlete to either accept or request a hearing. A hearing will be conducted in accordance with Article 15 of Bylaws of USA Climbing. Disciplinary action taken may include:
 - a. Verbal warning and written warning.
 - b. Dismissal from the team trip or training camp. All costs in returning a dismissed athlete home will be the sole responsibility of the athlete.

- c. Suspension from team or competition.
 - d. Repayment of all funding provided by USAC associated with competition(s).
 - e. Elimination from future USA Climbing events.
4. **Obligations of USA Climbing.** USA Climbing agrees to perform the following duties and obligations:
- a. **Respect for Athlete's Training.** In carrying out its duties and activities under this Agreement, USA Climbing shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
 - b. **NGB Support Staff.** USA Climbing, through its office and High Performance staff, shall be available to Athlete to coordinate all NGB/Athlete activities, including programs of the USOPC and its training centers.
 - c. **Funded Starts / Events**
 - USA Climbing will provide funding to select events. These events will be determined by High Performance Management in consultation with athletes and will be published on the National Team Resources page of the USA Climbing website once determined.
 - USA Climbing will make best efforts to aid Athlete in fundraising for event cost/attendance.
 - USA Climbing requires a staff member at every IFSC sanctioned event where US athletes are in attendance. A coach or staff member will be provided at funded events at no cost to athletes.
 - USA Climbing will identify a pool of qualified coaches via application process to be activated for event staffing.
 - d. **Team Apparel and Equipment.** If and when Athlete is invited or assigned by USA Climbing to participate in national or international competitions or activities USA Climbing will provide Athlete with Team apparel/equipment as outlined in Addendum D. Athlete will wear required Team apparel at all USA Climbing sponsored events and competitions as defined by the High Performance Staff in addition to the specifications in Addendum C.
 - e. **Logo Space on Team Uniform.** Athlete is permitted to add non-conflicting personal sponsor logos in designated location compliant with the IFSC rules and as outlined in Addendum C. These sponsors can be found on the USA Climbing website (usacimbing.org). USA Climbing must approve the logo design and layout 30 days prior to an event the athlete is attending where the Team uniform will be required.
 - f. **Personal Performance Gear.** USA Climbing will not prevent Athlete from using personal performance gear, as defined by USA Climbing in Addendum C, of their choice in competitions and training. Further, USA Climbing shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, so long as logo complies with the relevant IFSC rules regarding size and placement.

- g. **Logo Space on Personal Performance Gear.** USA Climbing grants Athlete the use of logo space compliant with the IFSC rules and as outlined in Addendum C for use by Athlete for Athlete's personal sponsors. USA Climbing must approve the logo design and layout 30 days prior to an event the athlete is attending where Personal Performance Gear is applicable.
 - h. **Athlete's Personal Endorsements.** USA Climbing 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 Climbing right of first refusal for any of USA Climbing's sponsors regarding a personal contract with individual Athlete.
 - i. **Agents.** USA Climbing shall not prevent Athlete from hiring or retaining an agent.
 - j. **Public Health.** In order to decrease the risks of communicable disease spread during trainings, events, and competitions as well as to prevent injury, USA Climbing will consult with Public Health officials and the USA Climbing Medical Committee to create procedures and protocols which protect the community health of athletes, staff, and officials.
 - k. **Removal of Event Support.** USA Climbing High Performance Staff may opt not to support any event based on current government travel advisories and/or guidance received from relevant authorities. This guidance may be taken from; government entities, consulates, Olympic Committees, Public Health officials, etc. Removal of event support may include but is not limited to; registration of athletes, funding, and staffing.
5. **Obligations of Athlete.** Athlete agrees to perform the following duties and obligations:
- a. **Training.** Unless otherwise agreed by USA Climbing in writing, Athlete shall train for peak performances at key national and international events held during the Term. This includes participating in all organized activities and required agendas, including training camps, to which the Athlete is assigned.
 - b. **Competition.** Athlete shall perform to the best of their ability when participating in national and international competitions which Athlete is assigned by USA Climbing and shall participate for the full duration of the event, unless injured or otherwise excused in writing by High Performance staff.
 - c. **Commitment to Train for and Participate in an IFSC Event.** Athlete commits to USA Climbing that it is their intention to train for the events they have accepted IFSC competition starts to, and, barring injury or other unforeseen circumstances and provided that Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete in said event(s).
 - d. **Injuries.** Athlete shall promptly notify USA Climbing in writing of any injury, illness, or medical condition that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including and without limitation, notifying USAC of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within 48 hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services. Upon such notice, and/or at USAC's request, Athlete shall execute and deliver to USA Climbing such forms as are

required to evidence Athlete's condition and medical attention and/or health care services received by Athlete.

- e. **Medical Issues.** Athlete shall promptly notify USA Climbing in writing of any injury or medical condition that interferes, or could reasonably be expected to interfere, in any manner with Athlete's obligations hereunder, including, without limitation, notifying USAC of the receipt by Athlete of any medical attention given with respect thereto (including, without limitation, physician and emergency room visits). Such notification shall be within 48 hours of incurring such injury or receiving such medical attention, as applicable and such notification shall include the name and address of any provider from whom Athlete received medical attention and/or health care services. Upon notice of relevant medical care, and/or at USAC's request, Athlete shall execute and deliver to USA Climbing such forms as are required to evidence Athlete's condition and medical attention and/or health care services received by Athlete. The athlete may be required to report to the United States Olympic and Paralympic Training Center to undergo a thorough examination by a USOPC or USA Climbing medical doctor to determine if the athlete has medical reasons to forego any planned National Team event in which Athlete has been selected to compete. Athlete shall comply with the full rehabilitation process as prescribed by USAC, USOPC or other agreed upon rehabilitation services.
- f. **Public Health.** Before and during participation in training, events, competitions, etc. organized by USA Climbing, Athletes will be required to adhere to all applicable Public Health orders and USA Climbing protocols in order to decrease the risks of communicable disease spread.
- g. **Hazardous Activities.** Athlete acknowledges and agrees that Athlete's participation in other sports or hazardous activities may impair or destroy Athlete's physical capacity as a climbing athlete. Accordingly, Athlete agrees that Athlete will not engage in sports or activities which could endanger Athlete's health or safety (ex. Free soloing, highball bouldering of unreasonably risky height, skydiving, skiing, mountain biking, whitewater rafting, etc.), except with the prior written consent of High Performance Management. However, nothing contained herein shall be intended to require Athlete to obtain the written consent of USAC in order to enable Athlete to participate in, as an amateur, "recreational" activities (golf, volleyball, softball, tennis, etc.) or relevant/approved cross-training.
- h. **Team Apparel and Equipment.** Athlete will wear designated USA Climbing apparel as outlined in Addendum D and defined by High Performance management at all official Team functions and events and will not conceal or cover-up any USA Climbing sponsor, supplier or licensee brand or other identification appearing on USA Climbing apparel. Team apparel issued by USA Climbing may not be sold or traded until after new apparel is issued or the Athlete's Term with USA Climbing has expired and will not be renewed.
- i. **Use of USA Climbing Logo on Apparel.** Athlete must have approval from High Performance Management prior to adding USA Climbing logo to any apparel.
- j. **Logo Space on Team Uniform.** Athlete is permitted to add non-conflicting personal sponsor logos in designated location compliant with the IFSC rules and as outlined in Addendum C. USA Climbing must approve the logo design and layout 30 days prior to an event the athlete is attending where the Team Uniform will be required.
- k. **Logo presence on Team Uniform.** Athlete can have non-conflicting sponsor logo(s), no larger than 100 square centimeters total on their pants/shorts. Note: Any advertising

name or logo placed directly on an athlete's body, i.e. a tattoo, shall be counted within the size limits specified for the respective part of the body above. USA Climbing must approve the logo design and layout 30 days prior to an event the athlete is attending where Team apparel will be required.

- i. **Suspension of Activities.** USA Climbing acknowledges that, from time to time and with concern to Athlete wellbeing, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than one (1) week (excluding breaks as determined within the Athlete's Training Plan), Athlete acknowledges and agrees that USA Climbing may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USA Climbing High Performance Management to continue the benefits while Athlete is not training.

m. **Travel.**

- Team Travel
 - All athletes accepting IFSC competition starts to IFSC international events will agree to meet the travel schedule as set out by USA Climbing High Performance Management.
 - Athlete shall have a current USA passport which is valid until 6 months after scheduled travel arrival dates
 - Athlete is financially responsible for any additional expenses resulting from changes made by Athlete to travel arrangements.

- n. **Use of Image.** Athlete agrees to be filmed, videotaped and photographed, and to have their name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USA Climbing's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USA Climbing, under the conditions specified by USA Climbing (the "Footage").

Athlete grants to USA Climbing 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 National Team, and (4) promotion the sport of competition climbing, provided that, in no event may USA Climbing 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.

Athlete also grants to USA Climbing the right to use Athlete's image by a company that is an official sponsor of USA Climbing in advertising and promotions approved by USA Climbing. Such advertising or promotion must incorporate a minimum of three (3) athletes in an advertisement or promotion that is clearly Team-themed and a reasonable person may infer that the Team (rather than any particular athlete) endorses USA Climbing's official sponsor.

- o. **Athlete Personal Sponsors.** Athlete may not use or authorize the use of USA Climbing's intellectual property, including use of photographs, films or videos of Athlete in USA Climbing apparel or equipment, or the marks and logos of USA Climbing, or terms containing National Team without the express written permission of USA Climbing

- p. **Participation in Media Sessions.** Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USA Climbing, to promote the National Team and/or a competition in which Athlete is participating.
- q. **Promotional Efforts.** Athlete shall, on their personal website and on social media sites (including without limitation Facebook, Instagram, and Twitter), promote USA Climbing collaboratively and in good faith. Athlete will not disparage USA Climbing or its partners. Athlete to promptly provide written bio for usaclimbing.org upon request.
- r. **Training Center Media Guidelines.** Athlete is strongly encouraged to share their time at the Training Center and when traveling with the National Team on social media pursuant to the TC Media Guidelines as listed on the USA Climbing website and:
- Athlete cannot create long-form content, video blogs, documentaries etc. (longer than Instagram stories) without advance 30 day permission from USA Climbing Marketing.
- s. **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.
- t. **NGB Membership and Eligibility.** Athlete is and shall remain a member in good standing with USA Climbing throughout the term. Athlete shall remain eligible to compete in international competition for the USA.
- u. **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by the USA Climbing High Performance Staff. These deadlines will be published on the National Team Resources page of the USA Climbing website.
- v. **Anti-Doping.** Athlete shall comply with all anti-doping policies, procedures, and protocols of the International Federation of Sport Climbing (IFSC), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA), and the United States Olympic and Paralympic Committee (USOPC).
- w. **Code of Conduct.** Athlete shall sign and abide by USA Climbing Code of Conduct attached as Addendum B. The Code of Conduct is incorporated into this Athlete Agreement.
- x. **Team Policies.** The following guidelines are to be strictly observed by Athlete during all competitions, training camps, USAC Training Center programs, seminars, or other USA Climbing designated activities and functions:
- Athlete is subject to a curfew of 11:00 p.m. unless otherwise directed by High Performance Staff.
 - Legal use of alcohol is permitted according to the laws of the United States.
 - Athletes should be aware of applicable National/area laws, including but not limited to, substance use.
 - An athlete, of legal age according to the laws of the United States, shall refrain from the consumption of alcohol within 48 hours in advance of and the duration of a training camp or Athlete's individual competition. A request to refrain from

alcohol may be enacted preceding or during other USA Climbing designated activities and functions at the discretion of the High Performance Staff. During the consumption of alcohol, Athlete shall uphold the USA Climbing Code of Conduct as defined in Addendum B.

- Only National Team coaches, staff, aids, callers, and athletes are permitted at team meetings, team meals, training sessions and competitions. Visitors are welcome to attend competitions and support the National Team from designated spectator areas.
- Only National Team coaches, staff, aids, callers, or other National Team members shall be permitted to warm up athletes during competitions.

6. **Dispute Resolution.** The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission, or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws of USA Climbing, or if applicable Section 9 of the USOPC bylaws. In the event that the Parties cannot resolve a dispute under 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.

7. **Miscellaneous.**

- a. **Nature of the Parties Relationship.** It is expressly understood and agreed that, in the performance of this Agreement, USA Climbing 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 Climbing's trademarks, or in or to any copyright or other right in and to USA Climbing's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USA Climbing of any right, title or interest in or to Athlete's image and personality rights.
- c. **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, 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.
- d. **Force Majeure.** If for any reason outside a Party's reasonable control, including without limitation acts of God, war, disasters, fire, tornado, hurricane, blizzard, earthquake, or other such weather-related events, acts of terrorism or threats of terrorism, civil disorder, strikes, labor disputes or stoppages, government acts, regulations or orders, national, regional, state or local emergencies, epidemics, pandemics or outbreak of disease, quarantines, shelter-in-place orders, curtailment of travel or transportation 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.
- e. **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.

- f. **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.
- g. **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.
- h. **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 Utah.

If the Athlete has any questions about their rights and responsibilities under this agreement, feel free to contact the USOPC Athlete Ombuds at 719-866-5000 or ombudsman@usathlete.org. You may also refer to the USOPC Policy Regarding NGB Athlete Agreements at <https://www.teamusa.org/Footer/Legal/Other-Documents>.

USA CLIMBING:

By: _____

John Muse, Vice President of Sport

Date: _____

ATHLETE:

Athlete Signature

Date

Print Name

City, State, Zip

PARENT/GUARDIAN CERTIFICATION (For Participants Under the Age of 18 as of Effective Date):

Signature

Date

Print Name & Relationship (Parent or Guardian)

ADDENDUM A

Event Resources

- Transportation (if applicable) between competition venue and accommodations
- Designated Team meals (if applicable)
- USA Climbing event staff/coaching

ADDENDUM B

USA Climbing Code of Conduct

ATHLETE PLEDGE

I pledge to uphold the spirit of the USA Climbing Code of Conduct (the "Code"), which offers a guide to my conduct as anyone receiving USA Climbing High Performance resources. This includes but is not limited to; a member of the USA National Climbing Team, alternate (the "Team"), or athlete training in pursuit of IFSC competition starts. 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 Team.

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

- will obey applicable Public Health orders and USA Climbing Community Health policies, as well as conduct myself in a manner which does not unreasonably elevate others' risk of contracting communicable diseases;
- will abide by all published rules related to the Team selection procedures as approved by USA Climbing;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will submit to a physical examination by USA Climbing medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team.
- will not commit an anti-doping violation as defined by the International Federation of Sport Climbing (IFSC), the World Anti-Doping Agency (WADA), and the United States Anti-Doping Agency (USADA);
- 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. This may include substances which do not carry WADA/USADA sanctions;

- 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 International Federation of Sport Climbing (IFSC);
- am in possession of a valid USA passport, that will not expire prior to six months following the conclusion of the international competition, should I receive a start for an international team that requires a passport;
- will follow my Team's written policies, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential Team information;
- will abide by the rules of the IFSC concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos;
- understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, 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 respect the property of others whether personal or public;
- will act in a way that will bring respect and honor to myself, my teammates, USA Climbing and the United States;
- will remember that at all times I am an ambassador for my sport and my country;
- will adhere to USA Climbing's SafeSport policies and procedures, including USA Climbing's SafeSport Policy and the Minor Athlete Abuse Prevention Policy. These policies may be amended from time to time, in order to protect athletes from emotional, physical, and sexual abuse. All athletes 18+ are required to complete USA Climbing's annual SafeSport training.

I understand that I may contact the USOPC Athlete Ombuds at 719.866 5000 or ombudsman@usathlete.org for further information regarding my rights and responsibilities under this Code that are not answered by USA Climbing.

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 Team.

Signature & Date _____

Print Name _____

Signature & Date _____

Print Name and Relationship (Parent or Guardian) _____

ADDENDUM C

Personal Performance Gear

Definition of Personal Performance Gear:

Harness

Shoes

Chalk bag and/or bucket

Tape

Kneepad

Logo presence on Personal Performance Gear:

Harness: Athlete to provide their own harness. On this item, Athlete can have only the manufacturer's name and/or logo.

Shoes: Athlete to provide their own shoes. On this item, Athlete can have only the manufacturer's name and/or logo.

Chalk bag or bucket: Athlete to provide their own chalk bag and/or chalk bucket. On this item, Athlete can have manufacturer's name and/or logo AND personal sponsor logo(s) – no larger than 100 square centimeters in total.

Tape: Athlete to provide their own tape, unless medically necessary in which case USA Climbing will provide. On this item, Athlete can have only the manufacturer's name and/or logo.

Kneepad: Athlete to provide their own kneepad. On this item, Athlete can have only the manufacturer's name and/or logo.

For more information about these requirements, please refer to the current IFSC Rulebook.

ADDENDUM D

Team Apparel

Black bottoms without display of conflicting sponsor logo must be worn by athletes for designated Team events and competitions

Please note that additional items/equipment may be given to athletes during the season and USA Climbing may require use of items that do not conflict with the athletes' Personal Performance Gear during Team travel, events, and competitions

Team Apparel:

U.S. National Team – Youth

- Traveling U.S. National Team Members
 - Jacket
 - Jersey

- Non-Traveling U.S. National Team Members
 - Jacket

- U.S. National Development Team athletes who receive an IFSC international competition start and elect to attend the competition
 - Jersey
 - Black bottoms (not USA Climbing supplied) without display of conflicting sponsor logos must be worn by athletes for designated Team events and competitions.