



Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of January 8, 2024 is by and between USBC, a Wisconsin nonprofit corporation having its principal office at 621 Six Flags Drive, Arlington, TX, and the athlete signing below ("Athlete"). Athlete and USBC may be collectively referred to herein as the "Parties" and each individually as a "Party."

Recitals

USBC is the national governing body for the sport of bowling 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, USBC is responsible for developing elite athletes with the goal of winning medals in the Olympic Games and other international competitions. As part of that mission, USBC has developed an Athlete Agreement program, compliant with the requirements set forth in the United States Olympic & Paralympic Committee (USOPC) NGB Athlete Agreement Policy, to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.

Athlete desires to participate in the Athlete Agreement 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 and including January 7, 2025 unless earlier terminated as set forth in Item 5.
2. **Obligations of USBC.** USBC agrees to perform the following duties and obligations:
 - a. Respect for Athlete's Training. In carrying out its duties and activities under this Agreement, USBC shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete's training and competition schedules.
 - b. Corporate Sponsor Networking Events. USBC shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.
 - c. NGB Support Staff. USBC, through its office staff, shall be available to Athlete to coordinate all NGB/Athlete activities, including programs of the USOPC and all training centers.
 - d. Personal Performance Gear. USBC will not prevent athlete from using personal performance gear, as defined by the USOPC, of his/her choice in competitions and training. Further, USBC shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant International Olympic Committee (IOC) Pan American Sport Organization (PASO) or World Bowling (WB) rules regarding size and placement.
 - e. Athlete's Personal Endorsements. USBC 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 USBC right of first refusal for any of USBC's sponsors regarding a personal contract with individual Athlete.
 - f. Agents. USBC shall not prevent Athlete from hiring or retaining an agent.
3. **Obligations of Athlete.** Athlete agrees to perform the following duties and obligations:
 - a. NGB Membership and Eligibility.
 - 1) Athlete is and shall remain a member in good standing with USBC throughout the term.
 - 2) Athlete shall remain eligible to compete in international competition for the USA.
 - 3) Athlete shall complete USBC's Athlete Safety Program by January 31, 2024 and remain in the program throughout the term. Any athlete who is not a Registered Volunteer by January 31, 2024 must resign from team.
 - b. Administrative Deadlines. Athlete shall comply with any and all applicable deadlines established by the USBC.
 - c. Anti-Doping. Athlete shall comply with all anti-doping policies, procedures and protocols of the (IOC), (WB), World Anti-Doping Agency (WADA) and USOPC.
 - d. Code of Conduct. Athlete shall sign and abide by USBC Code of Conduct.

- e. Use of Image. Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USBC's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USBC, under the conditions specified by the USBC (the "Footage"). Athlete grants to USBC 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 of the sport of bowling, provided that, in no event may the USBC 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.
- f. Travel Policy.
- 1) Airfare – Travel arrangements must be made through USBC Travel. Travel coverage starts & ends at the airport.
 - 2) When traveling nationally you can fly with 2 bowling bag plus one bag for clothes/personal items. If you want additional bowling equipment you are required to ship equipment to the site when possible via UPS. If this is not convenient for your competition schedule, prior approval is required in writing/email from USBC Executive Director or Director of High Performance.
 - 3) When traveling internationally we will not be shipping UPS. You will be allowed to have two (2) - three (3) ball bags along with one (1) bag for clothes.
 - 4) Coaching staff will let you know how many bowling balls will be allowed to be taken/transported to an event (if different from the above).
 - 5) Sharing rooms- there will be two players (athletes) per room. If you have friends/spouses, etc. at the event, they will need to get their own room.
 - 6) USBC will not be responsible for travel, accommodations, food or ticketing arrangements for anyone not part of the official delegation. However, anyone wishing to accompany the official delegation may do so and may make their travel arrangements through the USBC travel department, if done so in a timely manner.
- g. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USBC, to promote a competition in which Athlete is participating.
- h. Appearances for USBC. Athlete agrees to make two (2) personal non-commercial appearances for USBC without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.
- i. Autographed Items. Athlete shall autograph a reasonable number of non-sponsor branded items, provided by USBC at its expense, which USBC may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.
- j. Promotional Efforts. Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote USBC collaboratively and in good faith. With respect to Facebook, Twitter and other social media applications that may develop, Athlete agrees to list USBC as a friend and to include the USBC logo in appropriate places. In exchange, USBC will add Athletes social media sites on the Team USA page under the athlete's bio information.
- k. Training. Unless otherwise agreed by USBC in writing, Athlete shall train for peak performances at key national and international events held during the Term. Athlete's training shall be in accordance with his/her Athlete Training Plan as identified in Addendum B.
- l. Camps and Competition. Unless excused in writing by USBC, Athlete shall attend the events identified in Addendum B.
- m. 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.
- n. Athlete Personal Sponsors. Athlete may not use or authorize the use of the USBC's intellectual property, including use of photographs, films or videos of Athlete in USBC apparel or equipment, or

the marks and logos of the USBC, or terms containing national team without the express written permission of USBC.

- p. **Team Apparel.** Athlete will wear designated USBC apparel at all official Team functions and events, and will not conceal or cover-up any USBC sponsor, supplier or licensee brand or other identification appearing on USBC apparel.
- q. **No Other Logos on Team Uniform.** Athlete is not permitted to add to the official National Teams 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 waiver.
- r. **Social Media and Photo Sharing Policy.** Athlete is restricted from sharing or commenting on offensive or disrespectful material directed toward USBC and its entities. Athlete should not share photos that are inappropriate and do not align with USBC's image and branding. Athlete must use social media responsibly to promote and respect Team USA and USBC to the highest degree. This policy includes communication on all social media platforms such as Facebook, Twitter, LinkedIn Etc.
- s. **Alcohol and Drug Policy.** Athlete is to refrain from the possession and consumption of alcohol, marijuana and illegal drugs during all Team USA trips and trainings. This is to ensure the safety of our athletes and to continue to portray the positive image of Team USA and USBC.

4. **Whistle-Blower.** Any Team USA Athlete who reports, in good faith, a violation or potential violation of any Code of Conduct or policy is protected under USBC's Whistle-Blower Policy which is detailed in Article VI of the USBC Bylaws Due Process Supplement.

5. **Suspension of Activities.** USBC 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 four (4) weeks, Athlete acknowledges and agrees that USBC may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USBC to continue the benefits while Athlete is not training.

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 USBC.

7. **Athlete Ombudsman.** I may contact the USOPC Athlete Ombudsman Office (ambudsman@usathlete.org; www.usathlete.org; 719-866-5000) for further information regarding my rights as an athlete.

8. **American Arbitration Association (AAA).** 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 (AAA) under their Commercial Rules.

9. **Miscellaneous.**

- a. **Nature of the Parties Relationship.** It is expressly understood and agreed that, in the performance of this Agreement, USBC 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 USBC's trademarks, or in or to any copyright or other right in and to USBC's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USBC 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 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.
- e. *Self-Disclosure.* If you have been convicted of or are under investigation for any crime you must notify USBC and fill out a Self-Disclosure Form.
- 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 Texas.

Team USA Compensation

1. Basic Athlete Grants:

- a. A calculation of days committed by athletes will include all official Team USA events, consisting of, but not limited to the following:
 - 1) Training camps for women and men
 - 2) Men's & Women's (World Bowling or Pan American (PANAM)) Championships
 - 3) Tournament of Americas
 - 4) Pan Am Games
 - 5) AMF World Cup
 - 6) Any men's & women's extra training camp if applicable for the current year
- b. "Days" are defined as including the entire period of a normal 24-hour day at a competition site. Days of travel are not included, including date of arrival and date of departure. For example, if an athlete arrives in Arlington, TX on March 4, for training camp and departs on March 10, which will be calculated as 5 days for grant purposes, plus the 2 travel days.
- c. Athletes can expect meal per diem (when food is not provided), at a camp or tournament which is defined for that current year.
- d. The Basic Grant this year will be \$100 per day for travel days & \$200 for competition days. For example, if an athlete spends 5 full days at training camp, he or she will receive \$1,000 in Basic Grant proceeds subsequent to the training camp. Additionally, athletes will receive \$100d per day for all travel days involving official Team USA events; in the example of training camp, this would be an additional \$200 for two travel days or a total of \$1,200 for the 7 days.

2. Betterment Grants: Each athlete is eligible for a maximum of \$500, combined in Betterment (Educational and Physical Fitness) grants for the year. Athletes may be asked from time to time to report about the use of their grant money.

a. Educational:

- 1) The purpose of the educational grant is to allow athletes to improve their skills in areas that will help them to be better players, better persons and more likely to become active in future USBC programs and governance (e.g., coaching, public speaking, future athlete board members, etc.). We do not reimburse for travel, lodging or food.
- 2) Examples of approved educational expenses would include recognized coaching clinics (USBC Level 1, Bronze, Silver & Gold, Ritger, etc.). Self-improvement courses (Dale Carnegie and similar) would be acceptable.

b. Physical Fitness:

- 1) USBC will pay for a Pre-Pay 1-Year Limited Term membership to a health club.
- 2) If you take private classes or instruction (i.e. Pilates or personnel trainer, Sport psychologist) we will need a signed statement as to what you will be working on, we would like to see a progress report, as to how you are progressing every month.

PLEASE NOTE: All expenses must be pre-approved, in writing (e-mail), by USBC Executive Director or Director of High Performance. Unused grant monies **do not carry over year-to-year.**

3. Elite Athlete Health Insurance: (EAHI) - USOPC awards Team USA with two EAHI. EAHI will be offered to the top male and female finishers from the Team USA Trials. If an athlete declines the EAHI slot, the slot will not be offered to any other team members.

4. Performance Grants:

- a. Each year the major competition for Team USA will be announced.
- b. USBC will follow the USOPC payment of performance grant guidelines.
- c. Athletes who qualify for more than one award will automatically receive the higher award. i.e.: Only one (1) award per event
- d. Grants can vary and come from a variety of sources:
 - 1) USOPC Operation Gold
 - 2) PAN AM Games
 - 3) IBF World Championships
 - 4) PANAM Championships

USBC realizes that the effect on an athlete's ability to receive grants may depend on eligibility issues, including Youth membership in USBC and those on NCAA scholarships. Unless USBC is advised otherwise by

the athlete, checks will be issued to all those eligible hereunder. While USBC is not a tax expert, we believe that these subsidy payments will likely be treated as some form of income by the Internal Revenue Service. Therefore, USBC will issue 1099's where required (\$600.00 or more reimbursement per year per person). You may be able to offset income received by your expenses incurred. You should consult your tax advisor for further information.

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. USBC shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

Further Obligations of Team USA Athlete and/or USBC

1. Athlete shall submit to USBC no later than April 1 of current agreement year, an Athlete Training Plan for the season. With the input and support of Team USA coaches and staff, athlete shall work with his/her personal coach in putting together the Athlete Training Plan. USBC reserves the right to require Athlete to revise an Athlete Training Plan that USBC deems to be incomplete, inappropriate, or insufficient.
2. Athlete shall attend USBC funded camps.
- *Locations identified well in advance but no later than 30 days prior.*

Start Date	End Date	City	State	Event Name
Date TBD 2024	Date TBD 2024	Arlington	Texas	2024 Team USA Camp

This list is not all inclusive at this time and additional events may be added during the 2021 season. All event dates and locations are subject to change.

3. If selected or qualified through a qualifying event, athlete shall attend USBC funded tournaments for international competition.

- *Locations identified well in advance but no later than 30 days prior.*

Start Date	End Date	City	Country	Event Name
8/18/2024	8/25/2024	Reno, Nevada	USA	PANAM Combined Championships
10/5/2024	10/12/2024	Lima	Peru	PANAM Champion of Champions
January 2025		Hong Kong	China	IBF World Cup

Any waivers to not attend a session must be in written form and send request and justification to USBC Executive Director or Project Director of High Performance.

4. USBC will pay for the following tournament entry fees as representatives of Team USA:
 - USBC Masters (men only) *
 - USBC Queens (women only) *

*As a representative of Team USA, you will be required to wear your Team USA uniform during qualifying and match play of the event. If you choose not to wear the Team USA uniform, you will be required to pay for your own tournament entry fee.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The United States Bowling Congress ("USBC") congratulates you for your accomplishment of being on USBC's Team USA.

Of course, as with any competitive sport, or any events with the potential to draw thousands of participants, there is a risk of bodily injury while participating in USBC bowling events and activities, whether caused by you or someone else. The ongoing coronavirus pandemic presents an additional potential health risk. USBC is taking reasonable and prudent steps to ensure the safety of its members and their guests at the bowling centers and other premises where USBC bowling events and activities take place.

THUS, USBC IS HEREBY NOTIFYING YOU OF CERTAIN LIMITATIONS TO ITS LIABILITY. AS A USBC MEMBER, BY YOUR SIGNATURE BELOW, YOU HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- You expressly and voluntarily accept and assume all of the risks inherent in participating in USBC bowling events and activities, including but not limited to bodily injury, or disease strains (e.g., fractures, sprains, muscle and/or ligament tears, eye injury, heart attack, or other ailments that could cause serious disability), that might be caused by the negligence of USBC and all of its directors, officers, owners, agents, employees, predecessors, attorneys, insurers, affiliates, subsidiaries, related corporations, parents corporations, and successors (collectively, "USBC's Released Persons and Entities") or the owners, lessors or occupants of the premises on which any USBC bowling event or activity takes place.
- You hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless USBC's Released Persons and Entities from any and all claims, demands, or causes of action which are in any way connected with your participation in any USBC bowling event or activity arising from negligence on the part of USBC's Released Persons and Entities. This release does not apply to claims arising from reckless or intentional conduct.
- You acknowledge that neither USBC's Released Persons and Entities nor the owners, lessors or occupants of the premises on which any USBC bowling event or activity takes place owes any duty to keep the premises safe for entry or use by others participating in any recreational activity, including but not limited to competitive bowling activities, or to give warning of any hazardous condition, activity or use of any structure on the premises to persons entering for those purposes.
- You further acknowledge that by joining USBC as a member, neither USBC's Released Persons and Entities nor the owners, lessors or occupants of the premises on which any USBC bowling event or activity takes place are extending any assurance the premises are safe for the purpose of competitive bowling or assume responsibility for or incur any liability for any injury to person or property caused by any act of persons to whom permission is granted to participate in such USBC bowling event or activity.

Again, **safety is a team sport**. If you observe any unusual or significant hazard during your participation at any USBC bowling event or activity, please notify the nearest USBC or competition official and remove yourself from the situation as soon as possible.

By signing this, you expressly acknowledge that you have had sufficient time to read this entire form and, should you choose to do so, consult with legal counsel prior to signing. Also, you understand that membership might not be made available to me or that the cost of membership would be significantly greater if you were to choose not to sign this Assumption of Risk and Waiver of Liability form, and agree that the opportunity to join USBC as a member at the stated cost in return for the execution of this form is a reasonable bargain.

Team Member Affirmation

I have read, understand and accept this Athlete Agreement and Assumption of Risk and Waiver of Liability form. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being named and remaining a Team Member of a U.S. Team.

USBC:

ATHLETE:

By: _____
Chad Murphy, Executive Director

Signature Date

Print Name