

USA WATER SKI U.S. TEAM AGREEMENT

EFFECTIVE JANUARY 2017

USA Water Ski

THIS AGREEMENT (“Team Agreement”) is made the _____ day of _____, 201____ between USA Water Ski, a corporation incorporated under the laws of the State of New Jersey (“USA Water Ski and/or “USA-WS”), and _____ (“Team Member”) whose address is: _____.

If the Team Member is a minor, the Team Member’s undersigned parent or legal guardian (“Parent”) agrees to the Team Member’s participation as a member of the following USA Water Ski Team on the terms set forth in this Team Agreement. _____ (Name of Parent or Legal Guardian), whose address is: _____

The USA Water Ski Team which is the subject of this Team Agreement (the “U.S. Team”) is:

Recitals

This agreement is entered into between the parties, as follows herein.

WHEREAS USA Water Ski is an incorporated body composed of individuals and clubs throughout the United States, dedicated to the advancement and promotion of the sport of water skiing (or its named derivatives as defined by USA-WS) in the United States, and is the recognized National Governing Body (NGB) for competitive water skiing (or its named derivatives as defined by USA-WS) and is recognized as the representative governing body for the United States of America by the International Waterski & Wakeboard Federation (“IWWF”), and the United States Olympic Committee (“USOC”);

AND WHEREAS, as part of its activities, USA Water Ski organizes and manages the U.S. Water Ski Teams (or its named derivatives as defined by USA-WS), (the “U.S. Teams”) to represent it and the United States of America in water ski (or its named derivatives as defined by USA-WS) competitions throughout the world; AND WHEREAS, the Team Member has been duly selected by USA Water Ski in accordance with its bylaws, rules and regulations to be a member of the above U.S. Team and is eligible to partake fully in the program designated for the U. S. Team by USA Water Ski and its officers;

AND WHEREAS, the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) wish to relieve USA Water Ski of all liabilities arising out of the Team Member's participation as a Team Member or otherwise in any activities of USA Water Ski;

AND WHEREAS, the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) fully appreciates the risks inherent in the Team Member's participation in water skiing (or its named derivatives as defined by USA-WS) activities and competitions whether sponsored by USA Water Ski or otherwise, and the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) nevertheless assumes, accepts and consents to those risks and seeks to participate in those activities and competitions as a member of a U.S. Team; therefore, in consideration of the terms set forth in this Agreement the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) on behalf of herself/himself and the Team Member's guardians, legal representatives, heirs, personal representatives and administrators, releases and forever discharges USA Water Ski, its coaches, team leaders, managers, volunteers, agents, representatives and servants and all others connected with those activities and competitions (including trips to, from and during competitions or any required tournament or activity), of and from any and all liabilities, claims, losses, demands and actions of any and every nature whatsoever that may occur, for any and all loss, damage or injury sustained by the Team Member or his equipment, before, during and after the activities and competition; and the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) contracts and agrees to defend and hold USA-WS and all those associated with it harmless from any liabilities, claims, losses, demands and actions (including attorney's fees and costs of defense) in connection with any such activities and competitions.

AND WHEREAS, the Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) grants to USA Water Ski, IWWF, the USOC and all local tournament organizers, the right to use any photographs, television, video or motion pictures taken during or in connection with any tournament or activity in which the Team Member participates as a member of the U.S. Team (including any team selection trials seeking such participation) for the purposes of news, tournament television productions, tournament promotion or promotion of the sport or fund raising by USA Water Ski, USA Water Ski Foundation, IWWF, the USOC, and all tournament organizers, provided that any other commercial use of such images would require the consent of the Team Member,

Agreement

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, which is acknowledged by all parties herein, the parties hereto agree as follows:

1. The parties hereto confirm and adopt the aforesaid recitals which are incorporated, and fully enforceable as a part of this, this Team Agreement¹;
2. The Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) agrees to accept a place on a U.S. Team including a commitment to compete

¹ For NSSA events, the Show Director serves as the Team Manager and Coach.

and/or participate in the designated event(s) for the U.S. Team, and the privileges of using the title of a member of the U.S. Team as specified in Qualifications and Procedures as published by USA Water Ski.;

3. The Team Member agrees to participate fully in all official team training camps as determined by USA Water Ski;
4. The Team Member agrees to use or wear equipment required to be utilized by all competitors in the competition (such as skier bibs, ski lines and boats) regardless of personal sponsorship conflicts, and in accordance with any applicable tournament requirements. The Team Member also agrees to wear the appropriate Team Uniform (which may include any formal wear, blazers, warm ups, jackets, bathing suits and similar items provided to USA Water Ski for the use by the U.S. Team) as designated by the Team Manager from time to time during the competition period, regardless of personal sponsorship conflicts. At no time shall the Team Uniform carry or display any visible sponsor identification or advertising, or otherwise imply personal endorsement by any Team Member, except as designated by USA Water Ski. USA Water Ski may not require the Team Member to use any specified personal competitive equipment (such as skis, vests, wet suits and gloves)²;
5. The Team Member agrees to safeguard all clothing and equipment provided to him by or through USA Water Ski and shall not lend, sell or trade any of such equipment during the period of current membership on the U.S. Team without the specific, prior authorization of USA Water Ski. All such clothing and equipment shall be the responsibility of the Team Member and shall be available for use if the Team Member competes as a member of the U.S. Team in a subsequent tournament or activity during the period of current membership on the U.S. Team. If the Team Member is suspended or expelled from the U.S. Team, such clothing and equipment will be returned by her/him to the appropriate official of USA Water Ski on request. In the event that any of such clothing or equipment is not so returned, the Team Member shall pay to USA Water Ski a sum equal to the full replacement value of such clothing or equipment. The Team Member will be solely responsible for declaring to all responsible custom and revenue officers all or any clothing and equipment transported by him across national boundaries and hereby agrees to indemnify and hold harmless USA Water Ski in the event of any breach of him of this provision;
6. It is understood that the Team Member's selection to a U.S. Team obligates her/him to compete and/or participate in the the designated event(s) or activities for the U.S. Team. Any Team Member who, without good cause, abandons her/his U.S. Team position or who is dismissed from the Team because of violation of any terms of this Agreement prior to the conclusion of the designated event(s) or activities for the U.S. Team, may be held liable to repay USA Water Ski for all or part of the expenses incurred by USA

² The last sentence of this requirement does not apply to NSSA events.

Water Ski on her/his behalf in connection with her/his participation in the designated event(s) or activities for the U.S. Team);

7. To the extent that IWWF regulations prohibit sponsor identification in accepting awards at the designated event(s), the Team Member agrees to abide by those regulations;
8. Each Team Member shall ensure that she/he is completely familiar with USA Water Ski and IWWF eligibility rules, which are available from USA Water Ski (see www.usawaterski.org) and from the International Waterski and Wakeboard Federation (see www.iwwfed.com);
9. Failure to abide by this Agreement may result in suspension and/or expulsion from the Team. Suspension in this Agreement refers to the temporary loss of team membership privileges, whereas expulsion refers to the complete termination of a Member's association with a U.S. Team. The authority to enforce this agreement is as set forth in the USA Water Ski Code of Conduct.
10. Drug Testing may occur at (or before or after) competitions, and by agreeing to participate as a member of the U.S. Team, she/he are consenting to be subject to a drug test and if found to be positive, the penalties thereof.
11. Team Member acknowledges and agrees that America's water ski teams are highly visible elements of the sport and USA Water Ski, and each Team Member is viewed as an official representative of USA Water Ski, the sport and the United States of America. Personal conduct and attitude as a Team Member are a reflection of the values and standards with each Team Member brings to the sport.
12. Team Member agrees to travel and participate as a representative of the U.S. Team. Knowledge of and compliance with the expectations outlined herein are an integral part of this agreement. Each Team Member by affixing his or her signature hereto covenants and agrees to abide by each provision of this agreement. The following specific guidelines are promulgated and agreed to by the Team Member as standards by which the Team Member will conduct themselves while a member of a U. S. Team; Specifically:
 - a. General Conduct: Each Team Member understands that a Team Member represents the Team, USA Water Ski, and the United States. General conduct when traveling, eating in restaurants and while lodged in hotels should always reflect this responsibility. Team Member agrees to respect and acknowledge others' customs, accents, languages and mannerisms.
 - b. If a complaint is necessary when traveling on a public conveyance, in a hotel or eating in a public place, Team Members agree to speak to the designated person in a respectful and considerate manner.
 - c. Team Member agrees to treat fellow competitors and officials with respect and dignity.

- d. Team Member agrees to abide by judgments of officials and all competition rules.
 - e. Team Member agrees to cooperate with officials, coaches and fellow competitors to ensure fair competition.
 - f. Team Member agrees to set a good example for both fellow competitors and spectators alike.
13. It is acknowledged by all parties to this contract that the Team Member may have contractual obligations with industry sponsors, it is understood and agreed that a Team Member participating in a Team event may not perform duties for a sponsor during official Team practice, the event, official ceremonies, and during any appearance as a representative of a U.S. Team without advance permission of the USA Water Ski Executive Director or the Team Manager. Team Member agrees that any request to perform such activities from an industry sponsor will be referred to the USA Water Ski Executive Director and/or the Team Manager.
- a. Team Member understands and agrees to abide by all rules and regulations of the International Waterski & Wakeboard Federation, which prohibit any sponsor promotion when accepting awards at World or Confederation Championships and other designated events.
 - b. Team Member understands and agrees that sponsorships for U. S. Teams may be arranged by USA Water Ski. In these cases it is understood and agreed that the Team Member is not asked to endorse a product, nor is a Team Member individually sponsored. Only the "U. S. Team," as an entity of USA Water Ski, is sponsored.
14. Team Member is a representative of the United States and USA Water Ski, and as such Team Member covenants and agrees to the following dress code while engaged in any team activity;
- a. Clothing will always be neat and clean. Selection of clothing to wear will be done with due consideration to the surroundings and customs and acceptable to the time and locale, shoes should be clean and polished. Team Member explicitly agrees that the opinion and decision of the Team Manager shall be controlling, and that Team Member will abide by any and all directions for change initiated by the Team Manager.
 - b. Dress during travel may be casual. When traveling as a Team and when Team dress is available, Team Member agrees, at the direction of the Team Manager, to wear designated Team clothing.
 - c. Team Member agrees to wear the official U.S. Team Uniform during opening ceremonies, closing ceremonies, banquets, at other official functions and at any other time as directed by the Team Manager.
 - d. USA Water Ski may provide Team Uniform items. The parties agree that the wearing of Team Uniform items is restricted to Team Members and support staff as identified by the International Activities Committee of USA Water Ski. Team Uniform items may only be worn when the Team Member is representing the United States at an official function approved by USA Water

Ski. Team Uniform items, although in the possession of Team Member, remain the property of USA Water Ski and are subject to recall and return to USA Water Ski at any time.

- e. USA Water Ski will identify Uniform items to be worn at various Team functions and Team Member herein agrees to abide by the directions issued by USA Water Ski and/or the Team Manager.

15. Physical Conditioning, Personal Health and Medical Expenses/Insurance: Physical conditioning of Team Members is recognized as an important element of championship athletic performance. Team Member herein agrees to actively participate in an off-water training and conditioning program and to report to the Team Coach or other designated leader in excellent physical condition, prepared for world class level competition. A Team Member who becomes ill or whose health status changes because of pregnancy or other physical condition, at any time prior to or during the event for which the Team Member has been selected, agrees to immediately notify the Team Manager of the health condition. USA-WS does not furnish personal medical/health insurance coverage for U.S. Team Members. In order to participate as a member of the U.S. Team, the Team Member must carry her/his own personal medical/health insurance.
16. Drug Testing: It is the Team Member's responsible to be aware of, and to comply with, all anti-doping requirements as set forth in the USA Water Ski Code of Conduct. Team Member agrees to consult with the Team Manager about any medications (prescribed or over-the-counter) taken before or during the Team Member's team membership, including obtaining any Therapeutic Use Exemption that may be needed. Team Member agrees and understands that use or abuse of any medication or illegal substance in violation of applicable anti-doping rules, at any time while a Team Member, will be the basis for such Team Member being dismissed from the team.
17. Invitations to Tournaments and Other Activities: Team Member understands and agrees that any invitation to participate in approved tournaments or other activities as a representative of a U.S. Team must be approved by the President of her/his USA Water Ski Sport Discipline prior to any such participation.
18. Foreign Travel Requirements: Team Member (and her/his Parent or Legal Guardian, if the Team Member is a minor) is responsible for having a current United States Passport (valid for at least six (6) months from and after the designated event), visas and other documents which are required for entry into various countries. All costs of the above documentation will be borne by the Team Member. Team Member also understands and agrees that he or she will seek medical advice about immunization requirements at least twelve (12) weeks prior to travel to a foreign country, and will bear the expense of any required immunization.

IN WITNESS WHEREOF, the Parties in this Agreement duly execute this Agreement.

USA Water Ski:

BY: _____ DATE: ____/____/____

Sport Discipline

BY: _____ DATE: ____/____/____

TEAM MEMBER:

_____ DATE: ____/____/____

PARENT (If Team Member is a Minor)

_____ DATE: ____/____/____