

USA WATER SKI

U.S. TEAM AGREEMENT

EFFECTIVE JANUARY 2004

USA Water Ski
1251 Holy Cow Road, Polk City, Florida 33868-8200
US Team Agreement

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THIS AGREEMENT made the ____ day of _____, 200__ between USA Water Ski, a corporation incorporated under the laws of the State of New Jersey hereinafter referred to as USA Water Ski and or “USA-WS”, and _____

Identity of Sports Discipline

And

Hereinafter referred to as the Team Member whose address is

And the Athlete/Team Member’s parent or legal guardian if a minor whose address is

Hereinafter referred to as “Parent”;

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

WHEREAS USA Water Ski (USA-WS) 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 Water Ski Federation, hereinafter sometimes referred to as (IWSF), and the United States Olympic Committee, hereinafter sometimes referred to as (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), (hereinafter referred to as 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 above named party has been duly selected by USA Water Ski in accordance with its bylaws, rules and regulations to be a member of the 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 Parent and the Team Member wish to relieve USA Water Ski of all liabilities arising out of the Team Member's participation as a U.S. Team Member or otherwise in any activities of USA Water Ski;

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AND WHEREAS, both the Team Member and the Parent fully appreciate the risk inherent to the Team Member's participation in water ski (or its named derivatives as defined by USA-WS) activities and competitions whether sponsored by USA Water Ski or otherwise and both nevertheless fully concur in such participation as a member of a U. S. Team, accept the risk involved in water skiing (or its named derivatives as defined by USA-WS) competition and hereby, for their self, heirs, executors and administrators, release and forever discharge USA Water Ski, its agents, servants and all USA Water Ski representatives connected with trips to and from competitions in any required tournament or activity, of and from any and all rights, claims, demands and actions of any and every nature whatsoever that may occur, for any and all loss, damage or injury sustained by person or equipment, before, during and after said tournament or activity trip.

AND WHEREAS, the Team Member and the Parent grants to USA Water Ski the right to use any photographs, television, video or motion pictures taken during or in connection with the Team Trials, the World Championships and any other tournament or activity in which the Team Member participates as a member of the U.S. Team for the purposes of news, tournament television productions, tournament promotion or promotion of the sport or fund raising by USA Water Ski or the American Water Ski Educational Foundation, hereinafter referred to as AWSEF, provided that any other commercial use of such images would require the consent of the Team Member,

AND WHEREAS, it is understood that in the construction of this Agreement, the feminine gender shall be substituted for the masculine, the plural for the singular and the singular for the plural where such substitution shall be required by the context of this 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;
2. The Team Member agrees that acceptance of a place on a U.S. Team involves a commitment to compete and/or participate in the World Championships (or the designated event(s) for the U.S. Team) and the privileges of using the title of a member of the U.S. Team for a period of up to two years or as otherwise specified in Qualifications and Procedures as published by USA Water Ski. This privilege involves a commitment on the part of USA Water Ski to give first consideration to the Team Members for selection to U.S. Teams for other international events and a commitment on the part of the Team Member to give reasonable consideration to such selections. A Team Member may, by informing USA Water Ski Headquarters in writing, retire from the U.S. Team at any time after the World Championships (or the equivalent event for the U.S. Team);

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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. The Team Member also agrees to wear the appropriate Team Uniform as designated by the Team Manager from time to time during the competition period, regardless of personal sponsorship conflicts. Team Uniform is meant to include formal wear, blazers, warm-ups, jackets, bathing suits and similar items provided to USA Water Ski for the use by the U.S. Team, provided that such clothing shall not carry visible sponsor identification and no advertising by the sponsor will imply personal endorsement by any Team Member without their individual consent. USA Water Ski may not require the Team Member to use any specified personal competitive equipment (such as skis, vests, wet suits and gloves);

5. The Team Member covenants and 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 without the specific authorization of the officers of USA Water Ski during the period of current membership on the U.S. Team. All such 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 equipment will be returned by him to the appropriate official of USA Water Ski on request. In the event that any of such equipment is not so returned by a Team Member, the Team Member shall pay to USA Water Ski a sum equal to the full replacement value of such equipment. He further undertakes to be responsible for and to declare to all responsible custom and revenue officers all or any clothing and equipment transported by him across national boundaries and he hereby agrees to indemnify and save 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 him to compete and/or participate in the World Championships (or the designated event(s) or activities for the U.S. Team). Any Team Member who, without good cause, abandons 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 World Championships (or the equivalent for the U.S. Team), may be held liable to repay USA Water Ski for all or part of the expenses incurred by USA Water Ski on his behalf in connection with his participation in the World Championships (or the equivalent for the U.S. Team);

7. To the extent that IWSF regulations prohibit sponsor identification in accepting awards at World or Region Championships, the Team Member agrees to abide by those

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regulations. It should be determined at all other tournaments whether this policy is in effect.

8. Each Team Member shall ensure that he is completely familiar with USA Water Ski and IWSF eligibility rules, which are available through the office of USA Water Ski;

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 rests with the following parties: Team Manager; Sports Discipline President; Sports Discipline Board of Directors; USA Water Ski President; USA Water Ski Board of Directors.

Suspension may be invoked at a competition venue and/or in transit to and/or from a competition or activity by the Team Manager and/or Sports Discipline President and/or USA Water Ski President. This suspension will revoke an individual's rights to the privilege of Team Membership including all reimbursable expenses. In cases where the Team Manager or Sports Discipline President or USA Water Ski President has initiated the suspension, the process detailed in the Code of Conduct document shall be implemented.

10. Drug Testing at National and International competitions may occur and by agreeing to participate as a member of the U.S. Team, you 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, 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.

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- 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 regulations of the International Water Ski Federation, which prohibit any sponsor promotion when accepting awards at World or Regional Championships.
- 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, 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

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- 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 will provide and fit all 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 and Personal Health: 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.

16. Drug Testing: Team Member acknowledges and understands that some medication can cause an adverse reading in the event of drug testing. It is the Team Members' responsibility to review and understand the USADA drug education material concerning testing, types of drugs, banned drugs and allowable medications located on the US Anti-Doping Agency website: usantidoping.org. Team Member agrees to consult with the Team Manager concerning any questionable medication prior to taking such medication. Team Member agrees and understands that use or abuse of any illegal controlled substance 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 Executive Director of USA Water Ski prior to any such participation.

18. Travel and Accommodations: Team Member understands and agrees that USA Water Ski will arrange and purchase round-trip transportation between a Team Member's home and the official training camp, and the tournament venue. All ticketing will be

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done by USA Water Ski and all tickets will be issued for group travel to and from the tournament.

Team Member understands and agrees that Team Members will travel as a group to all tournaments. Adult Team Members may request a change of their return transportation in favor of an alternate date. Parent(s) of a minor Team Member may request a change for that minor's return transportation. Requests for return ticket changes must be received by USA Water Ski thirty (30) days prior to departure. Any fees or additional costs associated with a ticket change are the responsibility of the individual Team Member and must be paid prior to issuance of the tickets.

19. Foreign Travel Requirements: Team Member and or responsible parent is responsible for having an up to date United States Passport, 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: _____

Sports Discipline

BY: _____ DATE: _____

TEAM MEMBER:

_____ DATE: _____

PARENT (If Team Member is a Minor)

_____ DATE: _____

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