

August 14, 2018

VIA EMAIL: Chad.Murphy@bowl.com
Chad Murphy
Chief Executive Officer
US Bowling Congress
621 Six Flags Drive
Arlington, TX 76011

Dear Chad,

I am pleased to inform you that your Sport Performance Team has approved the US Bowling Congress Athlete Selection Procedures for the 2019 Pan American Games.

Attached please find the final approved selection procedures. As a reminder, these need to be published as soon as possible, but not more than five (5) days following notice of approval by the USOC.

We look forward to assisting you in your preparation for the Games.

Sincerely,

Rachel Isaacs

Rachel Jours

Senior Director, NGB Relations

**Attachments** 

CC:

Jason Overstreet Stephen Padilla

**Davis Tutt** 

## United States Bowling Congress ATHLETE SELECTION PROCEDURES 2019 - Pan-Am Games Bowling June 15, 2018

#### 1. SELECTION SYSTEM

- 1.1. Provide the minimum eligibility requirements for an athlete to be considered for selection to the Team:
  - 1.1.1. Nationality/Passport requirements:

Athlete must hold a valid U.S. passport that will not expire for six months after the conclusion of the Games.

1.1.2. Minimum International Olympic Committee (IOC), International Paralympic Committee (IPC) and/or Pan American Sport Organization (PASO) (PAG and PPAG only) standards for participation:

Any competitor in the Olympic, Paralympic, Pan American or Parapan American Games must be a national of the country of the National Olympic Committee (NOC) or National Paralympic Committee (NPC) which is entering such competitor. For additional information regarding an athlete who is a national of two or more countries, has changed his or her nationality or acquired a new nationality, refer to the Olympic Charter (Rule 41), the IPC Handbook (Section 2, Chapter 3.1), or the PASO Statutes (Article XXII, Sections 4 and 5).

1.1.3. Minimum International Federation (IF) and/or Continental Federation (CF) (PAG and PPAG only) standards for participation (if any):

Athlete must be at least 15 years old in the year of the Pan American Games.

- 1.1.4. Other requirements (if any):
  - Athlete must be a member of the USBC National Team in the same year of the 2019 Pan Am Games.
  - Athletes must have successfully completed all Games Registration requirements by stated deadline.
  - Athletes must be a member in good standing of the United States Bowling Congress

#### 1.2. Tryout Events:

1.2.1. Provide the event names, dates and locations of all trials, events and camps to be used as part of the selection process.

2019 Pan American Games Team Trials: March 5-8, Arlington, TX (Men and Women)

2019 USBC Masters: March 26 – April 1, Las Vegas, NV (Men only)

2019 USBC Queens: May 15-21 – Wichita, KS (Women only)

1.2.2. Provide event names, dates, locations and description of how athletes qualify for the trials, events and camps listed above in 1.2.1. (if any).

All events listed above are open to USBC members in good standing.
USBC Masters is open to women, but will not be considered part of their point process for the Pan Am team.

1.3. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process (include maximum Team size).

The qualifying process for the 2 male and 2 female Pan American competitors from the 2019 US National Team will be based on points.

Points will be derived using the following weighted events:

60% from 2019 Pan American Games Team Trials;

- -40% based on overall points
- -20% based on total pins

40% based on the 2019 USBC Masters (Men) and 2019 USBC Queens (Women);

- -30% based on qualifying position
- -10% based on final (bracket) finish position

The top 2 point winners (per gender) will earn spots to participate in the Pan American Games in Lima, Peru in 2019. If for any reason, one of the top 2 qualifiers cannot participate, the next highest qualifier based upon the above will participate.

All ties will be broken by total pin fall of combined events (Pan American Games Team Trials and qualifying of Masters for men and Queens for women). A tie in total pin fall

will be broken by highest total pin qualifier in the 2019 USBC Masters for the men, and 2019 USBC Queens for the women.

#### 2. DISCRETIONARY SELECTION (if applicable)

2.1. Provide rationale for utilizing discretionary selection (if any):

N/A

2.2. List the discretionary criteria and explain how they will be used (if any):

N/A

2.3. Provide the name of the committee that will be responsible for making discretionary selections, along with a complete list of the members' titles currently serving on the committee:

N/A

2.3.1. Specify the process that will be used to identify and handle any potential conflicts of interest involving a member of the committee.

N/A

#### 3. REMOVAL OF ATHLETES

3.1. Prior to entry by name to the Local Organizing Committee by the USOC, the USBC has jurisdiction over potential nominees.

An athlete who is to be nominated to the Team by the USBC may be removed for any of the following reasons, as determined by the USBC:

- 3.1.1. Voluntary withdrawal: Athlete must submit a written letter to the USBC Executive Director.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by the USBC. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by the USBC, his/her injury will be assumed to be disabling and he/she may be removed.
- 3.1.3. Failure to participate in Mandatory Training and/or Competition as defined in Section 9 of these procedures.
- 3.1.4. Violation of the USBC Team USA Code of Conduct. (Attachment A).
- 3.1.5. Violation of the USBC Team USA Athlete Agreement. (Attachment B).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per the USBC Bylaws Grievance and Due Process Procedures outlined in the USBC Bylaws Article X and the USOC's Bylaws, Section 9.

3.2. Once athlete entries have been submitted to the Local Organizing Committee by the USOC, the USOC has jurisdiction over the Team, at which time, in addition to any applicable USBC Code of Conduct, the USOC's Code of Conduct and Grievance Procedures apply. The USOC's Code of Conduct and Grievance Procedures can be found at:

http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman/Resources/USOC-Bylaws/Code-of-Conduct

http://www.teamusa.org/Footer/Legal/Governance-Documents

3.3. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, PASO, IPC, WADA, IF, USADA and/or USOC anti-doping protocol, policies and procedures, as applicable.

#### 4. REPLACEMENT OF ATHLETES

- 4.1. Describe the selection and approval process for determining replacement athlete(s) should a vacancy occur:
  - 4.1.1. Prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:
    - Selection and approval process for replacing athletes shall be based on the next qualified athletes from details described in 1.3.
  - 4.1.2. After submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Selection and approval process for replacing athletes shall be based on the next qualified athletes from details described in 1.3.

#### 5. SUPPORTING DOCUMENTS

USBC will retain the approved Selection Procedures and all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the Closing Ceremony of the Games.

#### 6. REQUIRED DOCUMENTS

In addition to the USOC Code of Conduct, the following documents are required to be signed by an athlete as a condition of nomination to the Pan American Games and are included as attachments:

- USBC Code of Conduct (Attachment A)
- USBC Athlete Agreement (Attachment B)

#### 7. PUBLICITY/DISTRIBUTION OF PROCEDURES

The USOC approved Selection Procedures (complete and unaltered) will be posted/published by the USBC in the following locations:

#### 7.1. USBC Web site: www.bowl.com

These procedures will be posted as soon as possible, but not more than five business days following notice of approval by the USOC.

#### 7.2. Other: N/A

#### 8. DATE OF NOMINATION

The Nomination of Athletes form will be announced to all athletes and submitted to the USOC on or before:

May 31, 2019

#### 9. MANDATORY TRAINING AND/OR COMPETITION

Specify the location, schedule and duration of mandatory training and/or competition:

Information for mandatory training and/or competition will be communicated to qualified athletes and posted no later than 30 days prior on bowl.com.

#### 10. ANTI-DOPING REQUIREMENTS

Athletes must adhere to all IOC, IPC, PASO, WADA, IF, USADA and USOC anti-doping protocols, policies and procedures, as applicable. This includes participation in Out-of-Competition Testing as required by the IOC, IPC, PASO, WADA, IF, USADA and USOC Rules, as applicable.

#### 11. DEVELOPMENT OF SELECTION PROCEDURES

The following committee/group (include <u>names</u> and titles) was responsible for creating these Selection Procedures:

- Chad Murphy USBC Executive Director
- Jason Overstreet USBC Deputy Director
- Shannon Pluhowsky AAC Representative
- Stephen Padilla USBC Director of Coaching / High Performance
- Rod Ross Head Coach Team USA Bowling

#### 12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USBC Bylaws and Grievance Procedures can be found at: www.bowl.com

#### 13. INTERNATIONAL DISCLAIMER

These procedures are based on IOC, IPC, PASO, as applicable, and/or Pan-American Bowling Confederation (PABCON) rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IOC, IPC, PASO, as applicable, and/or Pan-American Bowling Confederation (PABCON) rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USBC. However, the selections are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

If any force of nature, or force majeure, should cause the altercation or cancellation of any of the selection events listed in this document, these selection procedures will be revised, pursuant to their resubmission to the USOC.

#### 14. ATHLETE OMBUDSMAN

Athletes who have questions regarding their opportunity to compete that are not answered by **USBC** may contact the USOC Athlete Ombudsman, Kacie Wallace, by:

- Telephone at (719) 866-5000
- Email at <u>Kacie.wallace@usoc.org</u>
- http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman

#### 15. NGB/HPMO SIGNATURES

I certify that I have read and understand the standards/criteria set by our IF and/or CF (PAG/PPAG only) and incorporated those standards/criteria into our Selection Procedures. I further certify that the information provided herein regarding Athlete Selection Procedures represents the method approved by USBC.

Position	Print Name	Signature	Date
NGB/HPMO President or CEO/Executive Director	CHAD Muply	100/4	7/21/18
Nat. Team Coach, Head Coach, or Nat. Program Director	Rod Ross	1/1/1	7/17/18
USOC Athletes' Advisory Council Representative*	SHANNON PLUHOWSKY	Thanm Phul	7/14/18

<sup>\*</sup> If the USOC AAC Representative has delegated authority to the Alternate AAC Representative to sign the Selection Procedures, attach a letter from the AAC Representative indicating the reason he/she has delegated authority.

<sup>\*</sup> Signature by the Athlete Representative constitutes that he/she has read and understands the Selection Procedures. If the Athlete Representative reads and does not agree with the Athlete Selection Procedures being submitted by the NGB/HPMO, he/she may submit those reasons in writing to his/her Sport Performance Team.

<sup>\*</sup> If, for some reason, a sport does not have an elected USOC AAC Representative, the NGB/HPMO must designate an athlete from that sport to review and sign the Selection Procedures.

#### Attachment A



# CODE OF CONDUCT DISCIPLINARY PROCEDURES APPEALS AND GRIEVANCE PROCEDURES

## **Updated February 2018**

Code of Conduct
Disciplinary Procedures Appeals and Grievance Procedures for
Team USA Bowling Members, Coaches and Staff

Membership on Team USA is an honor, a distinction few achieve, and an accomplishment universally recognized. The responsibilities are many and include obligations to do my best for my National Governing Body (NGB), the Team and myself.

To this end, I pledge to uphold the spirit of this Code of Conduct, which offers a general guide to my conduct as a member of a U.S. Team. I recognize this Code cannot establish a complete set of rules, which prescribes every aspect of appropriate behavior. I further recognize that I may be required to abide by the provisions of other authorities (example: Ted Stevens Olympic and Amateur Sports Act, USOC, Pan Am Games,), in which case the stricter provisions shall apply.

By signing this document, I agree to abide by this Code of Conduct and the Appeals and Grievance Procedures, which will be used to resolve any alleged violations. I further acknowledge that the Code of Conduct and the Appeals and Grievance Procedures apply immediately upon my selection to the Team and they shall remain in force for as long as I am a member of the Team.

I have familiarized myself with the Code and understand that acceptance of its provisions as written (in unaltered form) is a condition of my membership on the Team.

#### As a Member of the Team, I promise and agree to:

- Act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- Maintain a level of fitness and competitive readiness which will permit my performance to be at a maximum level of my abilities;
- Avoid criminal behavior and acts including the mischievous damaging and vandalizing of personal, private and public facilities or property on and away from the venue;
- Not commit a doping violation as defined by the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the Pan American Sport Organization (PASO), World Bowling or the USOC;
- 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. Purchasing or providing alcoholic beverages to persons under the age of 21 is prohibited at all times.
- Not exhibit drunkenness and not use recreational drugs;
- Refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- Refrain from loaning my identification credentials to any athlete;
- Not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- Not use or authorize the use of photographs, films or videos of myself in my USBC Team USA apparel or
  equipment or the use of the USBC logo for the purpose of trade, without the prior written consent of USBC;
- Understand that if I require legal representation because I am accused of a doping violation or am accused of criminal misconduct, 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;
- Respect the members of my Team, other teams, spectators and officials, and engage in no form of verbal, physical or sexual harassment or abuse;
- Use my best efforts to assist other members of my Team, the Team Manager(s), Team Coaches and Team Staff Members in achieving the goals and objectives of the Team;
- Follow my individual Team rules, including by way of example: those specified in the Athlete Agreement, Code
  of Conduct, USBC SafeSport Policy and U.S. Team Staff Handbook, rules regarding curfew or attendance at
  Team meetings or functions as may be specified in writing or by the Team Manager, Team Coach, Team Staff
  Member or their designee;
- Act in a way that will bring respect and honor to my Team, USA Bowling, the sport and myself and remember that I am an ambassador for my sport and my country.

#### USBC AND SAFESPORT

#### **USBC SafeSport Violations**

SafeSport Code outlines prohibited conduct and applies without regard to age, race or ethnicity, gender identity, sexual orientation, disability or competitive level. Team USA Athletes and persons involved with athletes as defined in USBC Bylaws and Policy Manuals, must complete education, training and background checks as required by the United States Olympic Committee.

USBC's SafeSport Policy can be found in Article XI of the USBC Bylaws and Section N of the USBC Association Policy Manual. Links to additional SafeSport resources, including the code, can be found at BOWL.com/SafeSport.

Reporting procedures are below, along with contact information:

#### Reporting Procedures:

Any alleged violation of the USBC SafeSport Code may be reported:

- i. Directly to the Center https://safesport.org/response-resolution/report or call 720-524-5640
- ii. To the Director of High Performance at USBC Headquarters Stephen Padilla at <u>Stephen.Padilla@bowl.com</u> or call 817-385-8286

There are no time limits on reporting possible USBC SafeSport Code Violations.

In consideration of the above, the following list illustrates conduct which is inconsistent with Team USA Bowling values, and the responsibilities associated with being affiliated with the Team. This list does not establish a complete set of rules prescribing every aspect of inappropriate behavior and is intended to illustrate a sampling of unacceptable behaviors, their relative level of severity, examples of possible penalties/repercussions of such behavior, and the specific individuals or organization with authority to impose said penalties. Team USA Bowling shall provide individuals with the right to a hearing before being denied the opportunity to participate in accordance with Team USA Bowling, Article X (Grievance and Due Process Procedures).

#### **LEVEL 1 INFRACTIONS**

- Verbally abusive, disrespectful or offensive behavior.
- · Being late for curfew or being late or absent from an official event activity (camp, seminar, meeting, competition).
- Unsportsmanlike conduct.
- Inappropriate public comments (including social media) about USBC, Team USA, USOC or World Bowling
- Failure to follow the dress code as designated by the Team Manager, at an official event or activity.

<u>Authority and Penalties/Repercussions:</u> Following a majority vote of the Executive Director, High Performance Director, and Head Coach, the following penalties may be imposed for a Level 1 infraction.

- Earlier curfew.
- Verbal or written reprimand.
- Performance of specified task(s), such as formal written and/or verbal apology or restitution.
- Denial of the privilege to participate in any or all remaining team activity(s) at the event.
- Confinement to room or other controlled area(s).

#### **LEVEL 2 INFRACTIONS**

- Second offense of Level 1 Infraction.
- Drunkenness [if 21 or over].
- Fighting, public disturbance or nuisance
- Inappropriate pranks, jokes, or other activities, which may endanger the safety of others.

Authority and Penalties/Repercussions: Following a majority vote of the Executive Director, High Performance Director,

and Head Coach, the following penalties may be imposed for a Level 2 infraction.

- Any of the penalties described under Level 1 infractions.
- Being sent back to travel point of origin or home base.
- Probation for one (1) year.
- Suspension from all Team USA Bowling (trials, training camps, etc.) for one (1) year.
- Expulsion from the Team.

#### ZERO TOLERANCE INFRACTIONS

- Second offense of Level 2 Infraction.
- Using recreational drugs.
- Using performance enhancing substances.
- Engaging in any conduct that is criminal under any laws applicable
- Purchasing, possessing or drinking alcoholic beverages, if under 21 years old.
- Drunkenness at an official competition, event or activity.
- Possession of/or taking/using illegal, banned drugs or controlled substances (includes performance enhancing substances).
- Purchasing or providing alcoholic beverages to persons under the age of 21 years.
- Sexual Harassment

<u>Authority and Penalties/Repercussions:</u> Following a majority vote of the Executive Director, High Performance Director, and Head Coach, the following penalties may be imposed for a Zero Tolerance infraction.

- Immediate suspension from official competition, event or activity.
- Being sent back to travel point of origin or home base.
- If infraction occurs before departure, privileges to travel with the Team and participate in an official competition, event or activity may be revoked.

<u>Authority and Penalties/Repercussions</u> Following a majority vote of the Executive Director, High Performance Director, Team Coach, and the following penalties may be imposed as additional penalties for any Zero Tolerance infraction:

- Any of the items described under Level 2 infractions.
- Revoking of uniform or other Team supplied items.
- Expulsion from the Team.
- Probation for two (2) or more years.
- Suspension from all Team USA Bowling (trials, training camps, etc.) for (2) or more years.
- Any other penalty that may be deemed appropriate for the particular violation.

### Grievance and Due Process Procedures - Protected Competitions

Grievance and Due Process Procedures can be found in the USBC Bylaws, Article X.

Due process procedures are published for athletes, coaches, trainers, managers, administrators and officials in the following way:

- Posted on official Web site, www.bowl.com
- Posted on USBC Bylaws page, <a href="https://www.bowl.com/Associations/Association">https://www.bowl.com/Associations/Association</a> Home/ARC-Bylaws/
- Posted in the following document link, http://usbcongress.http.internapcdn.net/usbcongress/bowl/associations/pdfs/Bylaws/NationalBylaws.pdf

#### ATHLETE OMBUDSMAN

I may contact the USOC Athlete Ombudsman,

<u>Kacie.Wallace@usoc.org</u>

for further information regarding my rights under this Code
that are not answered by USBC.

Shannon Pluhowsky, AAC/USOC representative-bowling@usathlete.org

#### **PARTICIPANT'S AFFIRMATION**

I have read, understand and accept this Code of Conduct Disciplinary Procedures and the Appeals and/or Griev Procedures document. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents condition of being named and remaining a Team Member or Team Staff Member of a U.S. Team.					
Signature	Date				
Print Name					
Parent/Legal Guardian Affirmation (if under 18)	Relationship	Date			

#### Attachment B



## Athlete Agreement & Travel Protocol

POLICY AND GUIDELINES FOR TEAM USA

## United States Bowling Congress (USBC) Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of <u>January 7, 2018</u> 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"), whose address is also set forth below. 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 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. <u>Term.</u> This Agreement shall commence as of the Effective Date and shall continue through and including January 1, 2018 unless earlier terminated as set forth in Section 6.
- 2. <u>Obligations of USBC.</u> USBC agrees to perform the following duties and obligations:
  - (a) <u>Respect for Athlete's Training.</u> 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) <u>Corporate Sponsor Networking Events.</u> 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) <u>NGB Support Staff.</u> USBC, through its office staff, shall be available to Athlete to coordinate all NGB/Athlete activities, including programs of the USOC and all training centers.
- (d) <u>Personal Performance Gear.</u> USBC will not prevent athlete from using personal performance gear, as defined by the USOC, 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 Ten Pin Bowling Association (WTBA) 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.
- **Obligations of Athlete**. Athlete agrees to perform the following duties and obligations:
  - (a) NGB Membership and Eligibility. Athlete is and shall remain a member in good standing with USBC throughout the term. Athlete shall remain eligible to compete in international competition for the USA.

- (b) <u>Administrative Deadlines.</u> Athlete shall comply with any and all applicable deadlines established by the USBC.
- (c) <u>Anti-Doping.</u> Athlete shall comply with all anti-doping policies, procedures and protocols of the (IOC), (WTBA), World Anti-Doping Agency (WADA) and United States Olympic Committee (USOC).
- (d) <u>Code of Conduct.</u> Athlete shall sign and abide by USBC Code of Conduct attached as
  Addendum B. The Code of Conduct is incorporated into this Athlete Agreement.
- (e) <u>Use of Image.</u> 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) <u>Betting.</u> A bowler or member of the team, such as coach or team manager, must not himself/herself nor through a representative, bet on a World Championships and/or WTBA approved tournaments where he/she participates. The sanction for violence against this rule may be up to two years suspension.

#### (g) <u>Travel Policy.</u>

- 1. Airfare Travel arrangements must be made through USBC Travel. Any airfare over \$400.00 needs to be approved in writing/email by Chad Murphy prior to purchase. This is for ALL plane tickets (or other transportation, i.e. driving). Travel coverage starts & ends at the airport.
- 2. When traveling nationally we have budgeted for you to fly with 1 bowling bag (unless you have status) 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 Chad Murphy/Stephen Padilla.
- 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. I understand that USBC Bowling 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.
- (h) <u>Participation in Media Sessions.</u> Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USBC, to promote a competition in which Athlete is participating.
- (i) 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.
- (j) <u>Autographed Items.</u> 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.
- (k) <u>Promotional Efforts.</u> 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.
- (1) <u>Training.</u> Unless otherwise agreed by USBC in writing, Athlete shall train for peak performances at key national and international events held during the

- (m) Term. Athlete's training shall be in accordance with his/her Athlete Training Plan as identified in Addendum A.
- (n) <u>Camps and Competition.</u> Unless excused in writing by USBC, Athlete shall attend the events identified in Addendum A.
- (o) <u>NCAA Eligibility</u>. 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.
- (p) 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) <u>Team Apparel</u>. 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) <u>Social Media and Photo Sharing Policy</u>. 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) <u>Alcohol Policy</u>. Athlete is to refrain from the possession and consumption of alcohol and illegal drugs during all Team USA trips and trainings. This is to insure the safety of our athletes and to continue to portray the positive image of Team USA and USBC.

#### 4. <u>Compensation.</u>

#### (a) BASIC ATHLETE GRANTS:

A calculation of days committed by athletes will include all official Team USA events, consisting of, but not limited to the following:

- · Training camp women's and men's
- Men's & Women's (WTBA or PABCON) Championships
- Tournament of Americas
- Pan Am Games
- AMF World Cup
- Any men's & women's extra training camp if applicable for the current year
  - i. "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.
  - ii. Athletes can expect meal per diem (when food is not provided), at a camp or tournament which is defined for that current year.
  - iii. The Basic Grant this year will be \$100.00 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 \$1,000.00 in Basic Grant proceeds subsequent to the training camp.

Additionally, athletes will receive \$100.00 per day for all travel days involving official Team USA events; in the example of training camp, this would be an additional \$200.00 for two travel days or a total of \$1,200 for the 7 days.

<u>Taxes.</u> 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.

#### (b) **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.

#### (c) ELITE ATHLETE HEALTH INSURANCE: (EAHI)

USOC awards Team USA with four EAHI. These will be offered to the top two Athletes after 30 games of bowling during the 2018 Team Trials event. In the event that the top two Athletes decline the EAHI, it will then be awarded to the Athletes based on seniority (number of years) on Team USA.

**PLEASE NOTE**: All expenses must be pre-approved, in writing (e-mail ok), by Chad Murphy or Stephen Padilla. Unused grant monies **do not carry over year to year.** 

#### A. *Educational*:

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.

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) should be acceptable.

#### B. *Physical Fitness*:

USBC will pay for a membership to a health club based on the following:

- 1. Membership with 24 hour fitness (USOC partner)
- 2. Pre-Pay 1-Year Limited Term

  If you take private classes or instruction (i.e. Pilates or a 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.

#### (d) **PERFORMANCE GRANTS**:

Each year the major competition for Team USA will be announced. USBC will follow the USOC payment of performance grant guidelines. Athletes who qualify for more than one award will automatically receive the higher award.

i.e.: Only one (1) award per event

Grants can vary and come from a variety of sources:

- USOC Operation Gold
- PAN AM Games
- WTBA World Championships
- PABCON Championships

USBC realizes that the effect on particular 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.

- 5. <u>Suspension of Activities.</u> 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. <u>Dispute Resolution.</u> 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. <u>American Arbitration Association</u> (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.

#### 8. <u>Miscellaneous.</u>

(a) <u>Nature of the Parties Relationship.</u> 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) <u>Intellectual Property and Ownership.</u> 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) <u>Notices.</u> 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) <u>Self-Disclosure.</u> 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) <u>Entire Agreement.</u> 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) <u>Waiver.</u> 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) <u>Severability.</u> 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) <u>Governing Law.</u> 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.

USBC:	ATHLETE:			
By:	Athlete		Date	
	Print Name			
	Address			
	City	State	Zip	
	PARENT/GUARDIAN CERTIFICATION (For Participants Under the Age of 18 a Effective Date)			
	Signature	Da	te	
	Print Name & Re	Print Name & Relationship (Parent/Guardian		

#### ADDENDUM A

#### FURTHER OBLIGATIONS of 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 and selected tournament(s).

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

Any waivers to <u>not</u> attend a session must be in written form and send request and justification to Chad Murphy, USBC Executive Director or Stephen Padilla, High Performance Director.

- 3. USBC will pay for the following tournaments as representatives of Team USA:
  - TBA (men only)
  - USBC Queens (women only)

TBA (men): As a representative of Team USA, you will be required to wear your Team USA uniform during the entire duration 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.

USBC Queens: As a representative of Team USA, you will be required to wear your Team USA uniform during the entire duration 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.