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USCA ATHLETE/COACH CODE OF CONDUCT AGREEMENT

Definition of Terms
The acronyms below are included for clarity.
USOC: United States Olympic Committee
USCA: United States Curling Association, Inc., the National Governing Body for curling
IOC: International Olympic Committee
IPC: International Paralympic Committee
USADA: United States Anti-Doping Agency
WADA: World Anti-Doping Agency
WCF: World Curling Federation
WCT: World Curling Tour
DHP: the USCA Director of High Performance
HPP: the USCA High Performance Program
NTC: the USCA National Team Program Coach (Men, Women, Junior Men or Junior Women)
USCA Championships Rules: Current USCA Rules can be found at www.usacurl.org

(Revised December 2012)
The undersigned, as an athlete or coach participant in any USCA, WCT or other events funded or partly funded by the USCA, does hereby acknowledge and agree to the terms and conditions as set forth in the following USCA Athlete/Coach Code of Conduct Agreement (the "Agreement") For purposes of this Agreement, "USCA events" is defined as including any USCA qualifying event, including but not limited to entry to national championships, world team trials, Olympic Trials, World Championships and Olympic Games. In addition, any competitions, camps, or other USCA or High Performance Program activities where the athlete or coach has received full or partial USCA funding to participate in the event. This agreement also includes athletes who wish to be eligible to achieve performance base incentive funding as determined by the USOC in agreement with the USCA.

AGREEMENT

This Athlete/Coach Code of Conduct Agreement (the "Agreement") is by and between the United States Curling Association ("USCA") and the undersigned athlete or coach ("Signee"), each a "Party" and collectively the "Parties". Items numbered 1-11, and the Right of Grievance section, apply to all signatories to this agreement. Items numbered 12-15 will only apply to those athletes and coaches indicated in the item heading.

WHEREAS, the Parties have agreed to reduce their understandings to writing and to mutually support each other to ensure the highest level of success for the athletes and coaches in their curling endeavors; and

WHEREAS, the USCA has a strong and vested interest in the performance and behavior of its athletes and coaches during their participation in USCA, WCT and WCF events.

Now, therefore, the Parties agree to the following:

1. **Rules**: The Signee will abide by all rules of play and sportsmanlike conduct and all USCA and USOC published rules, regulations and procedures, including but not limited to, this Agreement, and agrees they are also subject to the jurisdiction, as may be applicable, to the constitutions and by-laws of the IOC, WCF, the IPC and the USOC.

2. **Liability insurance program.** The Signee will agree to comply with USCA liability insurance program requirements, which currently includes the need for all athletes entering a USCA competition to sign a Waiver and Release Form each year he/she enters the qualifying process as defined in the USCA rulebook. The current Waiver and Release Form is available on the on-line registration system. The Waiver and Release Form must be completed and submitted, along with this Agreement, to the USCA before competing in the qualifying process.

3. **Good conduct.** The Signee will avoid any action or conduct that would reasonably be expected to reflect adversely upon the USCA and its athletes, teams, coaches, officers, directors, members or sponsors and agrees at all times to conduct himself/herself in a manner which will bring credit to the USCA and the U.S.A. The Signee agrees to obey all applicable state, federal and international laws.

4. **Alcohol**. The Signee will avoid alcoholic consumption at a level which would reasonably be expected to have a detrimental effect on an individual's performance or to cause the individual to behave in a disruptive manner during a USCA, WCT or WCF event.

5. **Banned substances and procedures:** The Signee will not use, nor tolerate use by another athlete or coach, of any banned substances in or out of competition in contravention of the rules of the International Olympic Committee (IOC), the International Paralympic Committee (IPC), the World Curling Federation (WCF), the U.S. Olympic Committee (USOC), the U.S. Anti-Doping Agency (USADA), the World Anti-Doping Agency (WADA), or in violation of any local, state or national law. The athlete or coach agrees to and authorizes the use of drug testing on their behalf during any competition or during any time out-of-competition (either Short Notice or No-Advance-Notice in accordance with the IOC, IPC, WCF, USOC, USADA and/or WADA protocols).

6. **Dress code:** The Signee will conform to all USCA Uniform and Advertising requirements as defined in the most recently published Championship Rules sections for the Championship(s) in which they are competing and will maintain a presentable image of themselves while training and traveling as a member of the USCA.

7. **Official functions:** The Signee will attend all official functions as requested by the USCA.

8. **Media permission:** The Signee allows use of their image or description while participating in USCA events to all media for editorial purposes.

9. **Fulfill obligations:** The Signee will compete in all scheduled games, regardless of their standing, and in all camps or programs for which they receive funding.

10. **Withhold payment:** The Signee acknowledges that the USCA reserves the right to withhold any USCA payment or reimbursement to the athlete or coach, in connection with any USCA, WCT or WCF event, for any violation of this agreement.

11. **Penalties & sanctions:** The Signee further acknowledges that the USCA reserves the right to discharge, suspend or ban any athlete or coach for violating the terms of this Agreement. Penalties and Sanctions Guidelines are defined

in the most recently published USCA Championships Rules Booklet. Discharge, suspension or banning can be for a competition, a recommended period of time, or for life. The parties designated to enforce these violations shall be appointed by the President of the USCA. In addition, penalties and sanctions for National or High Performance (Funded) Team members can include removal from the National Team or National Program and suspension of funding. The Parties acknowledge athlete rights under USCA By-Laws Articles 12 and 13 and USOC By-Laws Section 9.

12. **JUNIOR EVENTS:** THIS SECTION APPLIES ONLY TO COACHES AND ATHLETES IN JUNIOR MEN'S AND JUNIOR WOMEN'S COMPETITIONS AND EVENTS.

a. **No alcohol** consumption by any athlete from the time of departure from the city of home/school residence, through the competition, and until the return to the city of home/school residence, including, without limitation, any banquet or post championship/event celebration. Coaches agree to follow the U.S. Olympic Committee Coaching Ethics Code section 3.08.

b. If proven after due process that an athlete consumed or was in possession of any alcohol or banned substance purchased or received by the player from anyone (including a coach, relative or friend) during Junior Men's and Junior Women's USCA, WCT and WCF Competitions and Events, the athlete may be subject to banishment from competition for the remainder of this year and suspended from participating the following curling year in any competition leading up to regional, national, world, or Olympic competition. In addition, if there is sufficient evidence of consumption or possession of alcohol or a banned substance by an athlete during the Junior National Championships, the player will be excluded from the competition and sent home.

13. **COACHES**: THIS SECTION APPLIES TO ALL COACHES IN ALL COMPETITIONS. Coaches agree to abide by the U.S. Olympic Committee Coaching Ethics Code, adopted in its entirety in August of 1996, by the USCA Coaching Committee.

14. **HPP FUNDED or NATIONAL TEAMS:** THIS SECTION APPLIES ONLY IF THE SIGNATORY ATHLETE RECEIVES USCA GRANT FUNDS TO ATTEND CERTAIN COMPETITIONS OR FOR TRAINING CAMPS AND PROGRAMS. HPP funded athletes and National teams are required to sign the separate USCA High Performance Program ("HPP") and National Team Athlete Agreement.

a. **Expenses:** Upon receipt of proper documentation from the athlete's team-designated representative, the USCA will reimburse the team, including a USCA approved coach, for the entry fee, lodging and transportation for the specified competition up to the amount of total funding granted. Any advance of funds prior to competition is in lieu of reimbursement, and proper documentation and receipts must be submitted to the USCA.

b. **Training and After-action reporting:** The athlete or coach must attend all training sessions and competitions committed to in their USCA Funding Agreement, as defined in the USCA High Performance Program and National Team Athlete Agreement. Written permission from the USCA Director of High Performance or National Team coach is required to be excused. Upon completion of each competition for which the athlete or coach's team has been granted funding, a report must be sent to the USCA Director of High Performance or National Team Coach concerning the team's performance at the competition.

c. **Roster changes:** If the athlete or coach's team composition is changed after this agreement is signed, the USCA will determine if the team is still eligible to receive funding.

d. **Local rules:** The athlete or coach agrees to follow the rules of the competition(s) for which funding has been granted.

e. **Conduct and fitness of an athlete:** The athlete will refrain from any conduct that could reasonably be expected to interfere with his/her participation at the elite level in the sport of curling. The USCA expectation is that the athlete conduct should be beyond reproach. The athlete will maintain a level of fitness and competitive

readiness that will permit his/her performance to the maximum of their abilities. The athlete may be subject to appropriate fitness testing at any time at the discretion of the USCA HPP staff.

f. **Confidentiality.** The Signee agrees not to reveal or disclose to any person outside of USCA staff and personnel any USCA information which shall include, but not be limited to, all information relating to technology, rocks, ice, fellow National Program or National Team members, communications from the High Performance Staff or Coaches reports, inventions, improvements, developments, devices, tools, software, video, audio, programs, techniques and specifications, oral or in writing or in some other form, which is learned during participation on the National Program or National Team, and is under the control of the USCA.

g. **Additional criteria for participation and competition, and athlete or coach commitments:** The following criteria and commitments will apply to all competitions and training activities:

1) Selections of the athletes and coaches who will receive funding will be made by appropriate USCA advisory group, under the direction of the Director of High Performance. Except for Operation Gold or other retrospective awards, selections will be based on the advisory group's judgment of athlete and team potential for future competitive success. Selection criteria considered by the advisory group will include, but will not be limited to, performance at world, WCT and national competitions, and the judgment of select USCA High Performance staff. All athletes and coaches who are USCA members are equally eligible to strive for competitive success and resulting funding. The USCA will make selection decisions based on on-ice competitive success and potential and will not discriminate based on race, religion or age.

15. **WORLD TEAMS:** THIS SECTION APPLIES ONLY IF THE SIGNATORY TEAM AND COACH REPRESENT THE USCA AT WORLD OR JUNIOR WORLD CURLING CHAMPIONSHIPS OR OTHER RECOGNISED INTERNATIONAL EVENTS SUCH AS OLYMPIC GAMES, YOUTH OLYMPIC GAMES OR WORLD UNIVERSITY GAMES.

a. **Housing, spouses:** The USCA and the WCF shall, in their sole discretion, select the housing for the team and coach. No spouses, companions, children or a "significant other" of any team member shall stay in the same hotel room as the team member.

b. **Fifth player:** The fifth player of the team must be approved by the USCA.

c. **Coach:** The team must accept a coach approved by the USCA.

d. **Other USCA personnel:** Team and the coach shall cooperate with any High Performance staff appointed by the USCA to work with the team in an effort to maximize their performance at Worlds. Team acknowledges that the USCA will appoint National Program coaches as National Coach/Team Leader to work alongside and to assist the team at Worlds by carrying out many of the logistical and administrative details for the team. The intent of the USCA is to unburden the team of these details so that the team can focus primarily on curling.

e. **Transportation:** Team and coach shall cooperate with the USCA and WCF on transportation as the USCA and WCF have the sole discretion of selecting the airline and dates of departure and return.

f. **Health insurance:** All team members and the coach shall be responsible for their own medical expenses.

g. **Discharge from Team:** In the event a team member or coach, or team itself, is discharged by the USCA for breach of this agreement, the USCA shall have the right to replace the discharged athlete, team or coach with other USCA athletes or a coach selected by the USCA. All expense subsidies shall cease immediately for the discharged member, coach or team.

h. **High Performance Advisory Group:** The USCA understands that certain situations may arise that are not covered by this Agreement. To accommodate these situations, the USCA High Performance Advisory Group, which includes 20% athlete representation, will review any concerns or complaints of an athlete, coach or team pertaining to the enforcement of this Agreement. The majority of the committee shall have the authority to waive any provision of Section 15 of this Agreement, except Section 15.f, if they feel that, under the circumstances present at the time, enforcement of a specific provision would be counterproductive and not in the best interests of the athlete, coach or team and the USCA. The advisory group shall render all decisions as quickly as possible but in no event later than twenty-four (24) hours after receiving the request for a review from the athlete, coach or team.

ATHLETE OR COACH

_____

NAME:

DATE:

SIGNATURE OF PARENT OR GUARDIAN IF ATHLETE OR COACH IS UNDER 18

_____

NAME:

DATE:

UNITED STATES CURLING ASSOCIATION, INC.

_____

NAME:

TITLE:

DATE:

EXHIBIT A

USCA ATHLETE GRIEVANCE PROCEDURE

BILL OF RIGHTS, USCA By-laws, Section 8.2:

Membership in the USCA provides equal opportunity to athletes, coaches, trainers, managers, administrators, and officials to participate in athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin. Notice and an opportunity for a hearing shall be given to any athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate as set forth in Article 13 of the USCA By-laws.

ADMINISTRATIVE GRIEVANCE, USCA By-laws, Section 12.3:

Any Individual Member or Member of the USCA who feels that he or she has been wronged in the administration or interpretation of the USCA Rules, Regulations or By-laws or by an action of the USCA Board of Directors, the Executive Committee, a Committee, an Officer, or professional staff member, except with respect to matters set forth in Section 13.2 (Right To Compete Complaint), or in the By-laws of the United States Olympic Committee (USOC), shall have the right to challenge such administration or interpretation, but only in accordance with the procedures set forth in Article 12 of the USCA By-laws. A one-time $125 administrative grievance filing fee is required to begin proceedings.

RIGHT TO COMPETE COMPLAINT, USCA By-laws, Section 13.2:

Any individual who is an athlete involved in the sport of curling, or any coach, trainer, manager, administrator, or official active in the sport of curling, who believes that he or she has been denied the right to participate in the Olympic Games, the Paralympic Games, the Pan American Games or a World Championship competition, or other such protected competition as defined in Section 9 of the By-laws of the USOC as a result of the administration or interpretation of specific USCA Rules, Regulations or By-laws, (except an Administrative Grievance set forth in Section 12.3 of the USCA By-laws), has the right to challenge such denial, in accordance with Article 13 of the USCA By-laws.

USCA By-Laws:

A copy of the USCA By-laws can be found online at www.usacurl.org on the "Inside the USCA" page or may be requested from the USCA National Office, 5525 Clem's Way, Stevens Point, WI 54482 by mail; by telephone, 715-344-1199; or by fax, 715-344-2279.