

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

NCT: the USCA National Coaching Team (Men, Women, Junior Men or Junior Women)

USCA Championships Rules: Current USCA Rules can be found at www.usacurl.org

(Revised October 2014)

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.

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 selection 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.

[This is already a part of the online registration 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 will 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. The signee understands that if they require legal representation because they are accused of criminal misconduct or an anti-doping violation, or if for any other reason they require the services of an attorney, they will be personally responsible for payment of such legal fees and expenses. The signee will not participate or assist in any gambling or betting activities associated with any event related to their sport or their participation.

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). The athlete also agrees that they are not currently serving a doping violation and/or do not have a pending or unresolved doping charge.

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 Chair 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:** HPP funded athletes and National teams (Men's, Women's and Juniors) are required to sign the separate USCA High Performance Program National Team Athlete Agreement.

15. **WORLD TEAMS:** World Men's, Women's and Junior teams are required to sign the separate USCA High Performance Program National Team Athlete Agreement.

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 (Inside the USCA > Governance) 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.