



## **Athlete Agreement**

THIS ATHLETE AGREEMENT, effective as of **January 1, 2026** (the "Effective Date"), is by and between USA Archery, a Colorado nonprofit corporation, having its principal office at 210 USA Cycling Point Suite 130, Colorado Springs, CO 80919, and **INSERT NAME** ("Athlete"), whose address is set forth below. Athlete and USA Archery may be collectively referred to herein as the "Parties" and each individually as a "Party".

### **Recitals**

USA Archery is the national governing body for the sport of Archery 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, USA Archery is responsible for developing elite athletes with the goal of winning medals in the Olympic and Paralympic Games, World Championships and other international competitions. As part of that mission, USA Archery provides support to Athletes who are members of any United States Archery Team (USAT). USA Archery also provides support to athletes participating in high performance programs to include the Regional Elite Program, National Elite Program and the Resident Athlete Program, as well select international teams and camps supported by USA Archery and/or the USOPC for either domestic or international competition (each a Team and, collectively, "Teams"). This Agreement describes the obligations of USA Archery and the Athlete in connection with each Team.

The Athlete, having been selected by USA Archery as qualified to serve as a member of one of the Teams, desires to participate 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. **Term.** This Agreement shall commence as of the Effective Date and shall continue through through **December, 31 2026** unless earlier terminated as set forth in Section 6.
  
2. **Obligations of USA Archery.** USA Archery agrees to perform the following obligations:
  - a. **USA Archery Support Staff.** USA Archery, through its administrative staff, shall be available to Athletes to assist in the coordination of travel logistics, athlete stipends and/or sport performance services, as applicable per Team assignment. Per the [International Participation Guidelines](#) an administrative fee may apply.
  - b. **USA Archery Sponsor Support.** USA Archery, through its efforts with participating USA Archery Sponsors, shall make available certain products and/or discounts to Team members through discounts or value in kind (VIK). Sponsor offerings will vary year to year and are not guaranteed for each Team. Athletes may only collect benefits once per year if they are on more than one Team.
  - c. **Athlete's Personal Endorsements.** USA Archery 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 USA Archery right of first refusal for any of USA ARCHERY's sponsors regarding a personal contract with individual Athlete.
  - d. **Promotional Agents.** USA Archery shall not prevent Athlete from hiring or retaining a promotional agent.
  - e. **Logo Space on Personal Performance Gear or Equipment.** USA Archery grants Athlete the use of logo space as identified in **Addendum A** for use by Athlete for Athlete's personal sponsors, so long as size and placement are within World Archery, International Olympic Committee (IOC) and International Paralympic Committee (IPC) rules and regulations. USA Archery will not prevent Athlete from using specialized equipment (also referred to as Personal Competitive Gear), as such is defined by the United States Olympic and Paralympic Committee (USOPC), of their choice in competitions and training.
  
3. **Obligations of Athlete.** Athlete agrees to perform the following obligations:
  - a. **USA Archery Membership and Eligibility.** Athlete is and shall remain a member in good standing with USA Archery throughout the term of this agreement (Eligible member types include Adult, Youth, Family or Lifetime). Athlete must remain eligible to compete in international competition for the USA per World Archery rules.
  - b. **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by the USA Archery, USOPC and/or other local organizing committees.
  - c. **Anti-Doping.** Athlete shall comply with all anti-doping policies, procedures and protocols of the IOC, IPC, World Archery, World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and the USOPC. Athlete

acknowledges that the list of banned substances, policies, and procedures, and protocols may change during the term of this agreement and that Athlete has the obligation to stay informed about these changes. Athlete agrees to attend the required anti-doping training and to proactively file necessary Therapeutic Use Exemptions (TUE's) and maintain compliance with whereabouts reporting and/or other requirements set forth by WADA or USADA by stated deadlines and in advance of participation/competitions.

- Senior Recurve and Compound USAT and Para USAT athletes are required to complete USADA's Athlete's Advantage annual training
- All other USAT athletes are encouraged to attend annual education training provided by USADA and scheduled by USA Archery

- d. USA Archery Policies and Procedures. Athlete shall agree to and abide by all USA Archery policies and procedures to include but not limited to the SafeSport Code, Minor Athlete Abuse and Prevention Policy, USA Archery Code of Conduct, Travel Policy, Honor Code, Disciplinary Proceedings and Grievance Policy, Safe Sport Policy and Background Screen Criteria and Review Policy, Anti-Doping, Drugs and Alcohol Policy, Adaptive and Accessibility Equipment Policy, Athlete Pledge, Sportspersonlike Conduct Policy, Whistleblower Policy and Conflict of Interest Policy as well as adhere to the USA Archery High Performance Ethos. Athletes must also sign the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (Addendum C). USA Archery policies and procedures are located in the Resource Center at <http://www.usarchery.org/>
- e. U.S. Center for SafeSport Training. All athletes age 18+ must complete and maintain a current U.S. Center for SafeSport training. Athletes who turn 18 during the year of this agreement, must also complete the U.S. Center for SafeSport training upon turning 18. It is the athlete's responsibility to complete the training. Individuals referenced in this subsection shall have 45 days after reaching the age of majority (18 years of age), to come into compliance with this education and training requirement.
- f. USA Archery Background Screening. All athletes age 18+ must complete a USA Archery Background Screening. Athletes who turn 18 during the year of this agreement, must also complete a USA Archery Background Screening upon turning 18. It is the athlete's responsibility to complete the background screen. Individuals referenced in this subsection shall have 45 days after reaching the age of majority (18 years of age), to come into compliance with this background screening requirement.
- g. Use of Image.
- i. Athlete agrees to be filmed, videotaped and photographed, and may have their name, signature, image, picture, likeness, voice and biographical information and statements and quotes otherwise recorded, in any media, by the USA Archery's staff or official photographer(s), film crew(s) and video crew(s), and by any other

entity authorized by the USA Archery, under the conditions specified by USA Archery (the "Footage").

- The use of cameras or other surveillance devices in private spaces, to include restrooms, hotel room or dorms, are prohibited.
- ii. Athlete grants to USA Archery 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 Teams, (4) promotion of USA Archery, and (5) promotion of the sport of Archery; provided that, except as it pertains to USA Archery, in no event may USA Archery use or authorize the commercial use of the footage in any manner that would imply Athlete's endorsement of any non-USA Archery company, product, or service, without Athlete's express written permission.
- iii. Athlete also grants to USA Archery the right to use athlete's name, image, picture, likeness, voice and biographical information in any USA Archery group licensing promotion, provided that, except as it pertains to USA Archery, in no event may USA Archery use or authorize the commercial use of athlete's name, image, picture, likeness, voice and biographical information in any manner that would imply Athlete's endorsement of any non-USA Archery company, product, or service, without Athlete's express written permission.
- h. Rules of Eligibility. Athlete agrees to abide by the rules of eligibility for the participation in the sport as may be adopted from time to time by World Archery, USADA, WADA, USA Archery, USOPC or other local organizing committees
- i. USA Archery Sponsor Products. Athlete agrees that upon accepting USA Archery sponsor products, it is expected that the product be used in good faith and in training and competition. If, for any reason, the Athlete determines that it is not in their best interest to use these products, the products must be returned to USA Archery or supplying sponsor. Under no circumstance is the re-sale of sponsor products allowed during the calendar year they were accepted.
- j. Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots and interviews, as reasonably requested by USA Archery, to promote a competition in which Athlete is participating. Such appearances will not interfere with Athlete's training, preparation or competitions. Media may be used on USA Archery's social media channels, website or in other digital or print advertisements.
- k. Appearances for USA Archery. Athlete will meet all prescribed guidelines and travel schedules for appearance whenever appearing or traveling as a member of the Team. Athlete understands that those guidelines may also obligate Athlete to wear certain types of competition, training and leisure apparel

when appearing as a member of a Team, as referred to elsewhere in this Agreement. Those guidelines do not, however, limit Athlete's ability to use Personal Performance Gear. In addition, Athlete agrees to make up to two (2) personal non-commercial appearances upon request for USA Archery without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions.

- l. Autographed Items. Athlete shall autograph up to 25 non-sponsor branded items annually, provided by USA Archery and/or the USA Archery Foundation at its expense, which USA Archery may use to promote the sport and its mission, such as for thank you gifts, membership promotions, silent auctions, etc.
- m. Promotional Efforts. Athlete shall promote USA Archery collaboratively and in good faith (including on their personal web site and on all social media sites, including but not limited to Facebook, Instagram, Tik Tok, Snapchat, Youtube, Threads, X or other channels).
- n. Training, Camps and Competitions. Unless otherwise agreed by USA Archery in writing, Athlete shall train for peak performances at key national and international events held during the term and maintain a USA Archery national ranking. Unless excused in writing by USA Archery, Athlete shall attend all mandatory camps, U.S. Team Trials events and competitions and other events associated with their Team appointment, will participate for the full duration of the assignment, and will make every effort to perform to the best of their ability. Further obligations of Athlete regarding training, U.S. Team Trials events, competitions, and camps are set forth on **Addendum B** to this Agreement.
- o. NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) or similar organization's 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 USA Archery's intellectual property, including, but not limited to, use of photographs, films or videos of Athlete in USA Archery apparel or equipment, or the marks and logos of USA Archery, its teams or its programs, without the express written permission of USA Archery.
- q. Team Apparel. Athlete will wear designated apparel and team uniforms provided by USA Archery for the current calendar year at all official Team functions and events, and will not conceal or cover up any USA Archery sponsor, supplier or licensee brand or other identification appearing on USA Archery apparel. This includes, but is not limited to travel, training, media, competition and podium and award presentations during the function or event.
- r. No Other Logos on Team Uniform. Athlete is not permitted to add to any official Team 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 consent and waiver is provided.

- s. Medical Expenses. Athlete understands that Athlete has full responsibility for any and all expenses, including medical expenses that may derive from injuries or sickness Athlete may sustain during Athlete's participation with the Team. Additionally, Athlete will be responsible for any testing requirements and/or travel expenses related to mandatory quarantines or government requirements domestic or abroad.

4. **Athlete Stipends and Other Support.**

- a. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and guidelines provided for support programs as may be established by the USOPC and/or USA Archery, USA Archery shall provide support in the way of coaching support, financial support (team travel and/or stipends), uniforms, and/or access to USA Archery's team sponsor benefits as applicable to each Team. Support levels vary per Team and year and are to be provided at the sole discretion of USA Archery as outlined in the [Athlete Stipend and Support Programs](#) document and or [High Performance Program Guide\(s\)](#).
- b. USOPC Stipends and EAHI. For those athletes who qualify for USOPC [athlete stipends and other support programs](#), USA Archery agrees to coordinate with the USOPC for the athlete to receive their athlete stipends, Elite Athlete Health Insurance (EAHI) and/or other benefits during their period of eligibility for such benefits. USOPC Athlete Stipend payments shall be made by direct deposit to an account designated by the Athlete upon completing all necessary requirements as set forth by the USOPC to receive payment. Athlete Stipends and/or EAHI will only be provided to eligible athletes who are currently training and competing in the same discipline they earned a national ranking the previous year and are subject to change from year to year at the discretion of the USOPC and/or USA Archery. More information on athlete funding and support programs may be found within the USA Archery Athlete Stipend and Support Program and Para Athlete Stipend and Support Program guidelines which are updated annually and posted at [www.usarchery.org](http://www.usarchery.org).
- c. Taxes. Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation (i.e. athlete stipends, travel stipends, NIL royalties, Operation Gold or event prize monies, or other payments) paid under this Agreement or through the access of benefits as a member of any of the Teams. USA Archery shall have no responsibility for any taxes or withholdings on amounts paid to Athletes which result in the athlete being issued an IRS 1099 form.

5. **Suspension of Activities.** USA Archery acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training or fails to maintain a national ranking, compete in required domestic or international events or camps for which they qualify (see Addendum

B), Athlete acknowledges and agrees that the USOPC and/or USA Archery may suspend compensation or other support to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USA Archery and/or the USOPC to continue the benefits while Athlete is not training or competing. See also the [Policy for Missing a Required Event](#).

6. **Sanctions or Termination.**

- a. Policy Violation - Sanctions. Athlete understands that any conduct by Athlete which constitutes a material violation of any USA Archery policy, procedure and/or this Agreement (both as determined in USA Archery's reasonable discretion) may result in Athlete's suspension or dismissal from participation on a Team. Athletes who receive notice they have failed a drug test and/or whom fail to submit or obtain a TUE and/or are subject to anti-doping violations may be removed from a Team prior to international competition at the discretion of USA Archery. **Provided, however, no restrictions on a right to compete may be imposed except by application of the procedures identified in USA Archery's Disciplinary Proceedings & Grievance Policy posted on its website at [www.usarchery.org](http://www.usarchery.org).**

**Athlete understands that USA Archery may respond by termination of this Agreement and/or by imposing a sanction (including, for example, withholding all or part of any Team compensation/stipend, benefits or resources other than suspension or dismissal from the Team).** Before terminating this Agreement and/or imposing a sanction, USA Archery will: (i) provide Athlete with written notification of the specific breach that is the basis for termination of this Agreement or sanction to be imposed, (ii) identify the nature of the any proposed sanction, if any, (iii) give Athlete an opportunity to respond which is reasonable under the circumstances, and (iv) inform Athlete of the actions which must be taken by Athlete (if any) to avoid termination or imposition of the sanction.

**Athletes who are funded to international events or camps and fail to attend or compete in the event or camp because they failed to maintain a current valid passport, failed to obtain a visa, are ineligible to compete due to a USADA/WADA violation, are unable to obtain a Para International classification, choose not to attend the event overall or travel to the event but do not compete for non-medical reasons will be required to reimburse USA Archery for ALL related travel expenses and/or stipends they received. Repayment to USA Archery will be due within 30 days.**

- b. Sanctions and Terminations for High Performance Program "Team" Athletes. Participation guidelines and requirements to include dismissal processes for the Regional Elite Program, National Elite Program, Short-Term Training Program

and/or Resident Athlete Program are further outlined in each corresponding program Program Guide and/or Program Agreement added as an addendum to this Athlete Agreement, as applicable.

- c. Reporting Complaints: Individuals may submit complaints to the following:
- Administrative and Right to Compete Complaints should be submitted in writing to the USA Archery CEO and the Chair of the Board of Justice at [complaints@usarchery.org](mailto:complaints@usarchery.org). Please review the Disciplinary and Proceedings and Grievance Policy section 1.2 Filing a Complaint for a list of items that must be included in the written submission.
  - Ethics Complaints may be send to the Chair of the Ethics Committee at [ethics@usarchery.org](mailto:ethics@usarchery.org).
  - Safe Sport Complaints may be sent to USA Archery at [athletesafety@usarchery.org](mailto:athletesafety@usarchery.org) or reported to the U.S. Center for SafeSport at: <https://uscenterforsafesport.org/report-a-concern/>

For more information on how the types of complaints which may be filed and the process to do so please visit the USA Archery "File a Complaint" [webpage](#).

- d. Retaliation.

Retaliation is prohibited.

As defined in Section 220501(b)(11) of the Ted Stevens Act, retaliation includes any adverse or discriminatory action, or the threat of an adverse or discriminatory action, including removal from a training facility, reduced coaching or training, reduced meals or housing, and removal from competition carried out against a Protected Individual as a result of any communication, including the filing of a formal complaint, by the Protected Individual or a parent or legal guardian of the Protected Individual relating to the allegation of physical abuse, sexual harassment, or emotional abuse with the United States Center for SafeSport; a coach, trainer, manager, administrator, or official associated with the USOPC; the United States Attorney General; a federal or state law enforcement authority; the Equal Opportunity Employment Commission; or Congress.

Retaliation also refers to any adverse or discriminatory action, or the threat of an adverse or discriminatory action, against any person who in good faith reports misconduct, and/or violations of the USOPC's or NGBs' Bylaws, policies, and procedures. Athletes who disclose information to or seek assistance from the Office of the Athlete Ombuds are also protected from retaliation as set forth in Section 22509(b)(5) of the Act.

Under no circumstances will an individual be subject to any disciplinary or retaliatory action for filing, in good faith, a report of a violation or potential violation. However, filing known false or malicious reports will not be tolerated,

and anyone filing such reports will be subject to appropriate disciplinary action. For additional information on this topic, please consult USAA's Whistleblower Policy located at [www.usarchery.org](http://www.usarchery.org).

7. **Dispute Resolution.**

The Parties agree that they will attempt to resolve any dispute under this Agreement by good faith negotiation, if practicable. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, or is not an issue that can be handled by good faith negotiation, the dispute shall be resolved by the procedures set forth in the USA Archery Disciplinary Proceedings and Grievance Policy located at [www.usarchery.org](http://www.usarchery.org).

8. **Miscellaneous.**

- a. **Nature of the Parties Relationship.** It is expressly understood and agreed that, in the performance of this Agreement, USA Archery and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.
- b. **Intellectual Property and Ownership.** Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title, or interest in or to USA Archery's name, trademarks, service marks, copyright rights, or other rights in and to USA Archery's materials or intellectual property. Likewise, nothing contained herein will be construed as an assignment or grant to USA Archery of any right, title, or interest in or to Athlete's name, likeness, image, identity, or personality rights.
- c. **Indemnification.** USA Archery shall not be responsible for any loss, claims, damages or injuries to the Athlete or their equipment or property unless those losses, claims, damages or injuries related directly to the negligent acts or omissions or willful misconduct of USA Archery. Athlete shall be responsible and liable for and agrees to indemnify and hold harmless USA Archery and its officers, directors, employees, and agents, for any and all losses, damages, claims and injuries, including medical expenses, arising out of the injury or damage to the Athlete or third persons, equipment or property of the Athlete and others which is the result of the negligent acts or omissions or willful misconduct of the Athlete.
- d. **Notices.** 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 or 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.
- e. **Force Majeure.** If for any reason outside a Party's reasonable control, including without limitation pandemics, 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.

- f. Entire Agreement. 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. Waiver. 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. Severability. 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. Governing Law. 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 Colorado.
- j. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Colorado Springs, CO before one arbitrator. The arbitration shall be administered by AAA pursuant to its commercial arbitration rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from the state or federal courts located within El Paso County, Colorado.

Funded International Teams Minor Athlete Annual Consent Form. If applicable, written consent from a Minor Athlete's parent/guardian is required for transportation and lodging authorized or funded by USA Archery at least annually.

## **9. USOPC Athlete Ombudsman**

Athletes may contact the Athlete Ombuds office for: (i) independent, confidential advice and assistance at no cost; (ii) assistance in the resolution of athlete concerns and disputes through fact-finding, facilitated communication, and mediation, and (iii) advocacy for fair, transparent, timely and equitably administered policies and processes within the U.S. Olympic and Paralympic Committee (USOPC) and USA Archery. The USOPC Athlete Ombudsman provides cost-free confidential advice to Athletes regarding their rights and any other applicable rule that may impact an athlete's opportunity to participate. Athletes may contact the Athlete Ombudsman at: 719-866-5000 or [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org).

By signing below I agree I have read and agree to the terms and conditions of this Athlete Agreement.

USA ARCHERY

ATHLETE:



Rod Menzer, CEO

\_\_\_\_\_  
Athlete Signature

\_\_\_\_\_  
\_Date

\_\_\_\_\_  
Print Name

PARENT/LEGAL GUARDIAN: (Required for Athletes Under the Age of 18 as of Effective Date). By providing your name you agree to the terms and conditions of this Athlete Agreement

\_\_\_\_\_  
Parent Name

\_\_\_\_\_  
Date

## **ADDENDUM A**

### **USA Archery Sponsors**

Athlete is strongly encouraged to sign with USA Archery sponsors. However, there is no requirement for any Athlete to do so. Should Athlete sign a personal contract with a non-USA Archery sponsor, Athlete understands that Athlete is not permitted to convey to any personal sponsor of Athlete any marketing rights associated with any USA Archery Team, and Athlete sponsor may not be given permission to use the USA Archery's intellectual property with that personal sponsorship, including any association with USA Archery, any Team, and the marks and logos of USA Archery or any Team. All USA Archery and Team rights must be negotiated directly with USA Archery and are strictly and solely subject to USA Archery approval.

USA Archery grants Athlete the use of logo space as identified below for use by Athlete for Athlete's personal sponsors, so long as size and placement are within World Archery, IOC and IPC rules and regulations. Note that if a USA Archery sponsor supplies one of these products to the Athlete as part of their benefit of being on a Team, Athlete cannot have a competing sponsor name on the item nor can Athlete cover up or modify the sponsor logo or marks already present on products.

- Chest protector
- Quiver and Belt
- Hat/Head Gear

## ADDENDUM B

### Event Requirements

Athlete stipends, travel reimbursements and/or other financial support may be provided to eligible athletes so that they may better focus their efforts on training for elite domestic and international competitions. In return, it is the expectation of USA Archery that athletes receiving financial support from USAA will maintain a national ranking, participate in all funded international events, mandatory training camps and trials events for which they qualify or are eligible to participate in to include World Cups, World Games, World Ranking Events, World Championships, Para World Championships, Youth World Championships, Pan and Para Pan American Games, Junior Pan American Games, Pan American Championships, Para Pan American Championships, Youth Olympic Games, Olympic Games, Paralympic Games, Youth Olympic Games and associated trials and test events (See [Athlete Stipends and Support Programs and Para Athlete Stipends and Support Programs](#) documents for details).

**Failure to fully participate in required domestic or international events and/or camps for which an athlete qualifies without approval from USA Archery or violations of the USA Archery policies and procedures may result in reduction or elimination of financial support from the USOPC and/or USA Archery and/or repayment to USA Archery within 30 days for the cost of the athlete's registration and travel expenses for the event and/or applicable training camp. The same applies for failure to complete necessary event registration requirements by the required deadline, failure to complete necessary travel requirements as imposed by government authorities, Visa applications or other government required documents and/ or failure to maintain passport requirements set forth in individual event Intent to Compete forms.**

#### **National or USAT Ranking Requirements**

Athletes must attend the necessary amount of events to maintain a USA Archery USAT or [national ranking](#). Failure to maintain a national ranking may result in reduction or elimination of financial support and/or other support services from the USOPC and/or USA Archery. Please review the [USAT Selection Procedures](#) for more information on how to obtain a USA Archery national ranking. Please see the [Policy for Missing a Required Event](#) to review the process for missing the required event.



## **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of National Archery Association of the United States dba USA Archery (hereafter referred to as "USAA") allowing me, the undersigned, to participate as a member or volunteer in any USAA sanctioned event and related activities ("**Event**" or "**Events**"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "**Agreement**"):

- A) RULES AND REGULATIONS:** I hereby agree to be subject to, bound by, and observe all applicable provisions of the bylaws, rules, codes, regulations, policies and procedures, and any other applicable governing documents of USAA, including USAA's Code of Conduct, SafeSport Policy and Background Screen Criteria and Review Policy, Minor Athlete Abuse and Prevention Policy, Sportspersonlike Conduct Policy, Whistleblower Policy, Disciplinary Proceedings and Grievance Policy, Anti-Doping Drugs and Alcohol Policy, Conflict of Interest Policy and Code, Gifts and Entertainment Policy, Code of Ethics as well as adhere the to the USAA High Performance Ethos (if applicable) which can be found at [www.usarchery.org](http://www.usarchery.org) and any amendments thereto, as amended from time to time.
- B) STATEMENT OF HEALTH AND SAFETY:** I understand that archery is a physically demanding sport and hereby certify that I am in good health and in proper physical condition and do not have any mental or physical conditions or impairments which would preclude my ability to safely participate in such activities. I further agree that I am responsible for my own health and safety at any Events, and that I will immediately discontinue participation in any Events if I have any health or safety concerns.
- C) ACKNOWLEDGMENT OF RISK:** I knowingly, willingly and voluntarily acknowledge the inherent risks associated with participation in the sport of archery and understand that my participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases, virus or bacteria), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; facilities or premises issues, including hazards resulting in slips, trips and falls; accidents involving other participants, event staff, volunteers, spectators or the general public; contact or exposure to other participants, including participants of varying skill levels; adverse weather conditions; travel risks; equipment failure, including protective equipment; inadequate safety measures; situations beyond the immediate control of the Event or Events organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**").
- D) ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in or volunteering at the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Events.

- E) WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any Events, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USAA, the United States Olympic & Paralympic Committee (USOPC), USAA clubs, members, event participants (including registered athletes, coaches, trainers, officials and other personnel), the owner, organizer, promoters, sponsors or advertisers of any Event or Events; any charity or other beneficiary associated with the Events; the owners, lessors or managers of any facilities or premises where an Event takes place; and all directors, officers, agents, administrators, contractors, employees or volunteers of any of the aforementioned parties (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in any Event or Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. If, despite this Agreement, I, or anyone on the my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
- F) COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- G) PHOTO RELEASE:** Photographs and videos are routinely taken at events. I release the use of any images taken at this event for the purposes of photographing, video recording or streaming the event and promoting archery, but not for commercial purposes. With my signature below, I agree that images that are taken at this event by or on behalf of the event organizer may be used without compensation or additional permission.

## **Participant Consent**

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*By signing below, I warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of this Agreement.*

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_ AGE: \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

X

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date Signed

## **Parental Consent**

***(required if the Participant is less than 18 years of age):***

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*As the Parent or Legal Guardian of the minor shown above, I hereby accept and agree to the terms and conditions of this Agreement*

NAME OF PARENT/LEGAL GUARDIAN \_\_\_\_\_