



Appendix G – USRowing Athlete & Coaches Agreement

OVERVIEW

The success of USRowing, our teams, and ultimately our athletes and coaches are interconnected and synergistic with each piece working in partnership with the other. This partnership agreement outlines the basic structures of support as well as the responsibilities USRowing has to the athlete and coach, and the athletes' and coaches' roles and responsibilities to the team and USRowing.

GENERAL RESPONSIBILITIES OF USROWING

USRowing is endorsed as the national governing body for the sport of rowing by the USOC and is tasked with developing, selecting, and supporting athletes who will represent the United States at international competitions with the ultimate objective of winning medals at the World Championships and Olympic Games.

In order to fulfill this role, USRowing organizes, promotes, and manages a wide range of programs intended to support athletes in training for elite international competition. USRowing also provides training and competitive opportunities for athletes and provides support services for athletes, coaches, clubs, race organizers, and officials.

USRowing establishes and services commercial marketing relationships with various sponsors and partners at both a local and national level. Our brand, trademarks, USRowing training center names and the term "USRowing National Team" are invaluable assets of USRowing and cannot be used without express written permission.

Participation by the athlete in any sponsor relationship will be mandatory as it is governed by the separate agreement between USRowing and the sponsor, and the obligations listed below. From time to time, USRowing will promote our sponsor relationships and may request athlete participation. It will be in the sole discretion of USRowing to select individual athletes for particular assignments. The athlete may determine whether or not they would like to participate in these appearances. USRowing or the sponsor will cover the cost to the athlete to participate in these assignments, if the athlete consents to participation.

As it relates to National Team athletes and coaches, USRowing is responsible for the following general functions:

- Coordinate the provisions of USOC programs, services and support to the athlete.
- Assist athletes and coaches in compliance with USOC and FISA obligations and requirements.
- Assist athletes in compliance with registration and participation in anti-doping programs through USADA.

- Create and implement the USRowing High Performance Plan and the associated funding structures to support it.
- Recruit and retain competent and highly competitive National Team coaching staff.
- Coordinate the USRowing programs, camps, services, and structures that support a competitive environment for the athlete.
- Coordinate logistics for USRowing team trips to domestic and international camps and competitions.
- Act as intermediary and official contact between USRowing teams and FISA for international competitions.
- Establish and implement team selection procedures and processes.
- Provide each athlete team member with official racing uniform.
- Provide each athlete team member with accident and excess medical insurance coverage for injuries sustained while training for the National Team.
- Establish sponsorship opportunities that support athlete programs.
- Establish marketing opportunities to benefit the sport as well as USRowing athletes.
- Assist athletes and coaches in compliance with USRowing obligations and requirements.

GENERAL RESPONSIBILITIES OF ATHLETES & COACHES

Athletes and coaches are both the beneficiary of USRowing services and the reason they exist. This role creates a synergistic effect where in order for an athlete or coach to benefit from the services provided, participation in the process is essential.

USRowing recognizes the desire and right of athletes and coaches to market and engage in commercial relationships individually. USRowing may not use or authorize the use of an individual athlete or coach's image, picture, likeness, voice, name or biographical information for the purpose of trade, including any use in a manner that would express or imply an endorsement of any company. Team images and boat-by-boat images may be used in the context of competition and training to support the marketing of the sport and USRowing in general.

The list below outlines the athlete and coach's responsibilities to USRowing to ensure continued support of future generations of athletes:

- Make a good faith effort to succeed in each and every event in which he or she is entered.
- Maintain an active Championship membership in good standing with USRowing. (note: an athlete with an outstanding invoice owed to USRowing for longer than 30 days, is not considered in good standing)
- Abide by all provisions of the USRowing Bylaws, SafeSport Policies and Code of Conduct and remain eligible to compete under IOC, FISA, and USOC standards.
- Abide by local, state, federal and international laws.
- Athletes who are eligible to row for a collegiate program will ensure they are in compliance with regulations of their respective collegiate association, conference, and/or college.

- Conduct themselves at all times in a professional and ethical manner that is in accordance with their role as representative of USRowing, the USOC, and the United States.
- Make a good faith effort to participate in USRowing-sponsored media events, interviews, and other activities that serve to enhance public awareness of and support for the sport, the individual athlete's public recognition, and USRowing's public reputation and awareness.
- Display USRowing sponsor decals on rowing equipment during official USRowing camps, training, and while racing as a USRowing entry. Athletes may request permission from USRowing to display individual sponsor decals, which will be subject to conflicting sponsorship restrictions and responded to by the CEO in a timely manner.
- Maintain up-to-date contact information with USRowing staff and comply with information requests in a timely manner.
- Comply with International Olympic Committee (IOC), World Anti-Doping Agency (WADA), United States Olympic Committee (USOC), Fédération Internationale des Sociétés d'Aviron (FISA), and United States Anti-Doping Agency (USADA). Any athlete or coach who receives an anti-doping sanction, meaning a determination of a positive test or another violation, or voluntary withdrawal by an athlete that negates eligibility with its respective testing organization, will have any benefits afforded to them by this agreement revoked subject to appeal.
- Enroll in USADA's registered testing pool (RTP) if and when the athlete meets the enrollment criteria, or when it is required by the USOC for eligibility purposes.
- Maintain up to date medical information with USRowing, including the timely filing of appropriate therapeutic use exemption forms as needed with USADA and FISA.
- Provide USRowing staff with notice of any medical issue or injury that may affect athletic performance in training or competition.
- Consent to USRowing's provision, through medical staff of USRowing's choice, basic medical care, athletic training, physical therapy, transportation and emergency medical services as warranted in the course or participation in an USRowing training camp and/or National Team.
- Abide by any specific rules and policies of the athlete's respective USRowing training center, if training at such a location.
- Abide by codes of conduct imposed by other organizations that host the athlete or coach domestically or abroad.

SPONSORSHIP OBLIGATIONS OF ATHLETES & COACHES

If USRowing enters into a sponsorship/endorsement agreement, athletes and coaches may be required to accept certain responsibilities and comply with the following obligations:

- Upon reasonable prior notice, and as requested by USRowing, attend promotional appearances. The athlete, however, will not be required to participate in a promotional appearance if such appearance would conflict with the athlete's official USRowing competition and training schedules.
- Exclusively wear any Sponsored Product (defined below) as instructed by USRowing whenever and wherever the athlete or coach is participating in official USRowing activities, including in all Team official competitions, camps, clinics, third party

appearances sanctioned by USRowing, media appearances, and any events or programs organized or controlled by USRowing. USRowing may designate specific team practices during camp as 'official' in which athletes will be required to meet all branded apparel requirements. **“Sponsored Product”** means any product bearing the trademarks of US Rowing, including but not limited to the following: (i) footwear, including for example, rowing, training, casual, sports, inspired, sandals, slides, recovery and competition footwear, but excluding specific products mentioned below; (ii) apparel, including for example, all rowing, training, travel, sports inspired and team apparel, but excluding specific products mentioned below; and (iii) all rowing training and competition related accessories, including but not limited to socks, hats, bags, backpacks, water bottles, and towels, but excluding specific products mentioned below. **“Sponsored Product”** excludes the following products: (i) formal wear and formal business wear for women and men (cocktail dresses, evening gowns, tuxedo suits, business suits, blazers, woven dress shirts, men’s neckties and bow ties); (ii) dress trousers and business-appropriate trousers for men and women in woven fabrications, business-appropriate skirts and dresses; (iii) formal and business-appropriate accessories for the foregoing, including leather belts, silk scarves, pocket squares, and leather dress shoes; (iv) denim jeans in woven fabrications.

- Abide by any specific rules and policies of USRowing in the use or wear of any sponsored material and/or Sponsored Product. A special exception may be given to the use of sponsored footwear equipped in USRowing boats. Athletes are not required to wear such sponsored footwear if they believe that the footwear negatively impacts the athlete’s performance.
- Acknowledge the sponsor’s exclusive right to associate with the "USRowing National Team", "USRowing", and the "USRowing Training Center" as an apparel and product sponsor, and thus agree to not use their status as a National Team athlete, National Team Coach, or a USRowing Training Center athlete to promote a competing brand (as determined by USRowing).
- Acknowledge that to the extent that athletes or coaches wear the apparel of a competing brand (as determined by USRowing) at a USRowing facility or at USRowing practices, they will not generate publicity or social media posts which show the competing brand and identify themselves as being affiliated with USRowing.
- Promptly notify USRowing staff if a government body or regulatory authority having jurisdiction over any game or competitions in which the athlete participates imposes any restriction or limit on the athlete’s use or wear of any Sponsored Product.
- Conduct themselves at all times in a professional and ethical manner to uphold the integrity and commercial reputation of USRowing and the sponsor.
- Agree to the general principles of confidentiality and to not disclose or discuss any information of any kind related to the sponsorship agreement and any Sponsored Product unless otherwise approved by USRowing staff.

Failure by an athlete to fulfill any of the foregoing general responsibilities and sponsorship obligations of athletes or coaches may result in the athlete’s or coach’s removal from a USRowing Training Center, National Team, or other disciplinary action from USRowing.

The athlete or coach acknowledges and appreciates the risks associated in participating in rowing, and agrees that the USOC, USRowing, and its sponsors, suppliers, employees, agents, volunteers, local organizing committees, officers, and directors are not liable for loss or damage.