



## ATHLETE AGREEMENT

This Athlete Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the United States Equestrian Federation, Inc. ("USEF"), a New York non-profit corporation designated by the United States Olympic Committee ("USOC") as the National Governing Body for equestrian sport in the United States of America and \_\_\_\_\_ (the "Athlete"), an individual, selected to compete in a Designated Competition as defined below (the "Team").

### RECITALS

WHEREAS, the vision of USEF is to provide leadership for equestrian sport in the United States of America, promoting the pursuit of excellence from the grass roots to the Olympic Games, on a foundation of fair, safe competition and the welfare of its human and equine athletes, and embracing this vision, to be the best national equestrian federation in the world. In an effort to make this vision a reality, USEF selects and forms teams of world-class equestrian athletes all of whom USEF helps to educate, train, and support to achieve sustained competitive excellence in all levels of equestrian competition in order to help these athletes achieve their highest athletic potential.

WHEREAS, the Athlete is a non-employee USEF member in good standing who possesses extraordinary and unique skill and ability as an equestrian athlete, and whose performance in certain recognized competitions qualifies the Athlete for invitation to, and enjoyment of, the benefits and responsibilities of the Team.

WHEREAS, USEF desires to provide to the Athlete the opportunity to participate in the programs made available to the Athletes by USEF as members of the Team, and the Athlete desires to participate in such programs and therefore agrees to accept the responsibilities of team membership as set forth herein.

WHEREAS, this document is intended by the parties to set forth the rights and responsibilities that accompany membership on the Team.

WHEREAS, an athlete shall never be denied an opportunity to participate in, or to attempt to qualify for selection to participate in any protected competition unless provided an opportunity to be heard by an appropriate governing hearing committee.

Therefore, in consideration of certain benefits that USEF provides to Athlete in connection with his selection as a representative of the United States in the Olympic Games, Pan American Games, World Championships, Nation Cups, World Cup Finals, and Paralympic Games ("Designated Competitions"), USEF and Athlete agree as follows:



## 1. Responsibilities of Athlete

1.1 The Athlete shall honor and abide by the Code of Conduct.

1.2 The Athlete recognizes that he is a role model for the sport and thereby will uphold the principles of sportsmanship and animal welfare.

1.3 The Athlete shall give the horse sport a positive image. Behavior must be appropriate given it will reflect on the sport and the Team.

1.4 The Athlete agrees to remain current on any financial obligations to USEF.

1.5 The Athlete agrees to support the public relations efforts of USEF. As such, the Athlete agrees to appear and participate in up to four (4) non commercial USEF promotional events should the Athlete's appearance at such events not compromise the Athlete's training and/or competition schedule as determined jointly by the Athlete and the USEF Team coach and/or Chef d' Equipe. Expenses incurred in connection with the fulfillment of this obligation will be borne by USEF.

1.6 The Athlete shall wear and cause to be worn only USEF provided attire, if applicable, or approved attire, if not provided, during Designated Competitions while in the competition ring, schooling area and field of play/competition area except as noted below. Attire includes clothing, saddle pads and blankets. With respect to the Olympic Games and the Pan American Games, Athlete shall wear only attire provided by or approved by the USOC or USEF. With respect to World Championships, Nations Cups or USEF funded tours and events, Athlete shall wear only attire provided by or approved by USEF. In the field of play/competition area, the Athlete may choose his or her own personal performance gear as it is deemed specialized equipment that has a material effect on the performance of the Athlete during the actual competition. For purposes of this Agreement, specialized equipment is identified in Exhibit 1 attached hereto. However, while present in the field of play/competition area and during the prize-giving ceremonies names or logos identifying a non-USEF sponsoring manufacturer "manufacturer mark" of the clothing, equipment (not including saddle pads which may not display or have affixed a non-USEF sponsorship manufacture name or logo) and/or vehicles (including but not limited to carriages) may appear only once per item of clothing, equipment and/or vehicle and solely on a surface area not exceeding:

- (i) Three square centimeters (3 cm<sup>2</sup>) (maximum one centimeters – 1 cm-high, maximum three centimeter – 3 cm – wide) for clothing and equipment except for the harnesses during Driving Events;
- (ii) Fifty square centimeters (50 cm<sup>2</sup>) on each side of vehicles during the Driven Dressage and Obstacle -Cone Driving Phases of Driving Events;
- (iii) The size of the strap on which the identification of the



manufacturer appears, and no longer than ten centimeters (10cm), only once on each harness during the Driving Events.

## 2. Marketing Rights

The Athlete understands and agrees that in order to provide benefits to athletes, USEF must raise funds through the sale of corporate sponsorships. In order to further this endeavor:

2.1 The Athlete agrees that USEF has category exclusivity with respect to those products and services listed in Exhibit 2 to this Agreement. This list shall be subject to modification from time to time and the Athlete expressly agrees to permit USEF to make such modification. This Agreement does not preclude the Athlete from signing his own sponsorship and/or endorsement agreements but the Athlete agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any Designated Competition at which the Athlete appears as a member of the Team, without the prior written consent of USEF. The Athlete also agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any time while wearing any attire that designates or denotes the Athlete as a member of the Team without prior written consent of USEF.

2.2 USEF agrees that in its pursuit for corporate sponsorships it will endeavor to secure additional benefits (i.e. discounts on goods or services or VIK) for eligible athletes.

2.3 USEF agrees to exert best efforts to promote the USA teams and their riders.

2.4 Athlete has the right to use his own individual image from Designated Competitions where he earned an individual medal. This use may be exercised by Athlete for commercial purposes, with the prior written consent of USEF, provided that no conflicts exist between Athlete's commercial purpose and USEF official sponsors.

2.5 USEF and Athlete agree that in the interest of the overall betterment of equestrian sport they will each use their own sponsor opportunities to attempt to create a beneficial opportunity for the other party.

2.6 The Athlete hereby agrees to be filmed, videotaped, and photographed and to have his image and voice otherwise recorded in any media by the USEF's official photographer(s), film crew(s), and video crew(s) and by any other entity authorized by USEF. Furthermore, the Athlete hereby grants to USEF the irrevocable, fully paid up, worldwide right and license to use, and to authorize third parties to use, in all internet, media, new media, and media yet to be invented,



the Athlete's name, likeness, picture, voice, and biographical information for: (1) news and information purposes; (2) promotion of the Team and the specific competitions in which the Athlete competes; (3) promotion of USEF; and (4) to support USEF's educational and philanthropic efforts through the production of educational and training videos, DVDs and other media. In no event may USEF authorize the use of the Athlete's name, picture, likeness, voice, and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product or service, without the Athlete's written permission other than pursuant to the group license described more fully below. This provision shall survive termination of this Agreement.

2.7 The Athlete specifically grants to USEF the irrevocable, fully paid up, worldwide right and license to use the Athlete's image in any USEF group licensing promotion. The Athlete understands that USEF will exercise this right only in a group basis, i.e. applications involving the use of images of three or more athletes without reference to any individual athletes name or identity. As such, when exercising this license, USEF shall not imply that any individual athlete endorses any product and/or service. USEF may license this right to a third party.

2.8 The Athlete shall have no right to use the name, trademarks or other intellectual property of USEF, nor to advertise any affiliation with the same, without the express written permission of USEF. The Athlete understands and agrees that he must obtain the prior written consent of USEF for any individual endorsement program in which the following would occur: the Athlete wears any attire that designates or denotes the Athlete as a past, present or future member of the Team or otherwise openly identifies the Athlete with a USEF Team or any other USEF controlled entity or program. This provision shall survive termination of this Agreement. Provided there are no conflicts with USEF sponsors, USEF and sponsor of Athlete may enter into an arrangement whereby such sponsor obtains access rights to certain names, trademarks or intellectual property owned by USEF.

2.9 The Athlete agrees that when appearing live, for any still photo, film or video intended to depict the Athlete as a member of the Team, the Athlete shall wear attire that designates or denotes the Athlete as a member of the Team.

2.10 The Athlete shall not remove, alter, conceal or part conceal any logo, flag or writing, on Team attire.

2.11 The Athlete, upon prior written permission from USEF, may add the logo of a private sponsor as long as it conforms to the requirements of the FEI rules. USEF will advise the Athlete as to the placement of the logo. Permission will not be granted to add logos to Team Riding Coats and supplied Team human attire.

2.12 Except for those rights specifically granted to USEF, the Athlete shall retain sole and exclusive ownership of his individual publicity rights. The Athlete agrees to exercise those rights in such a manner as to not violate IOC, IPC, USOC, F E I , P A S O and/or USEF regulations and restrictions and is responsible not to



compromise the Athlete's competition eligibility.

2.13 Athlete understands and agrees that the FEI Anti-Doping Rules, U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol), and the USOC Anti-Doping Policy all other policies and rules adopted by the FEI, USADA, and USOC apply to Athlete and that it is Athlete's responsibility to comply with those rules. Athlete agrees to submit to drug testing at any time and understands that the use of methods or substances prohibited by the applicable anti-doping rules would make Athlete subject to penalties including, but not limited to, disqualification and suspension. If it is determined that Athlete may have committed a doping violation, Athlete agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the FEI and/or USEF, if applicable or referred by USADA.

2. 14 USEF agrees that it will consult with the Athlete before reproducing or publishing any depiction of the Athlete. If the Athlete is nonresponsive after seven (7) days USEF will assume the rights are approved.

### 3. Term and Termination

#### 3.1 Term.

This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_

#### 3.2 Termination.

This Agreement shall be terminable by either party at any time, and for any reason upon thirty (30) days written notice to the other party of the intent to terminate.

This Agreement, and all benefits and services provided hereunder, shall immediately terminate shall the Athlete plead guilty or be adjudicated guilty of a doping offense or if the Athlete pleads guilty to a crime involving the use, possession, or distribution of a controlled substance, whether or not the same is included on the FEI list of banned substances.

Notwithstanding the above paragraphs, USEF may terminate this Agreement at any time for Athlete Misconduct. The term Athlete Misconduct shall refer to conduct that violates the terms of this Agreement, the USEF Code of Conduct, the USEF Safe Sport Policy, the US Center for SafeSport Code, the laws of any jurisdiction in which the Athlete is present, or any conduct which might bring disrepute to, or otherwise harm USEF, FEI, or the Olympic movement.

### 4. Miscellaneous

4.1 Nothing in this Agreement is intended to nor should it be construed to



create an employer/employee relationship between USEF and the Athlete.

4.2 Preservation of Competition Eligibility. The Athlete shall not violate any provision or rule promulgated by the IOC, IPC, FEI, USOC, PASO or USEF governing eligibility of athletes to compete in Olympic, IPC, FEI, PASO or USEF sanctioned events. The Athlete agrees to maintain his membership in USEF in good standing at all times.

4.3 Governing Law. This Agreement shall be construed pursuant to the laws of the State of Kentucky without reference to principles governing choice or conflicts of laws. It is the intent of USEF and the Athlete that this Agreement be construed in accordance with the Ted Stevens Amateur and Olympic Sports Act of 1978, as amended as well as the USOC Bylaws, which are incorporated herein by reference.

4.4 Superseding Law or Regulation. Should this Agreement or any provision hereof violate any federal, state or local law or regulation, or, as a result of amendment or revision to the Ted Stevens Olympic and Amateur Sports Act or the Olympic Charter, this Agreement or any provision hereof violates such amendments, the parties shall then negotiate in good faith to modify this Agreement to the extent reasonably necessary to bring about compliance with such law, charter, and/or rules and regulations; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, or the parties are unable to reach agreement after negotiating in good faith, either party may terminate the Agreement.

4.5 Headings. The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

4.6 Entire Agreement. This Agreement, together with all exhibits, shall constitute the entire agreement between the parties and shall supersede all prior agreements between the parties relating to the subject matter, written, oral or otherwise.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written:

UNITED STATES EQUESTRIAN FEDERATION

By: \_\_\_\_\_  
William J. Moroney

Its: Chief Executive Officer

ATHLETE \_\_\_\_\_