

## ATHLETE AGREEMENT

This Athlete Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the United States Equestrian Federation, Inc. (“USEF”), a New York non-profit corporation designated by the United States Olympic and Paralympic Committee (“USOPC”) 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 as (the “Team”).

### RECITALS

WHEREAS, the vision of USEF is to bring the joy of horse sports to as many people as possible. In an effort to make this vision a reality, USEF selects and forms teams of internationally qualified athletes all of whom USEF helps, subject to available resources, 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, Paralympic Games, Pan American Games, World Championships, Nations 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 comply with the USEF Safe Sport Policy, including the training requirement and Background Check Policy, which adopts the USOPC minimum requirement.
- 1.6 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.
- 1.7 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 include clothing, saddle pads and blankets. With respect to the Olympic Games, Paralympic Games and Pan American Games, Athlete shall wear only attire provided by or approved by the USOPC 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 sponsoring manufacturer 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 (3cm<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 (50cm<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 Athletes agrees that USEF has category exclusivity with respect to those products and services listed in Exhibit 2 of 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 athletes.
- 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 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; (4) promotion of the United States Equestrian Team Foundation for purposes of fundraising for high performance equestrian sport programs; and (5) 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 or the United States Equestrian team Foundation 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 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 athlete 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 right 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, USOPC, FEI, PASO, and/or USEF regulations and restrictions and is responsible not to compromise the Athlete's competition eligibility.
- 2.13 The 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 USOPC Anti-Doping Policy all other policies and rules adopted by the FEI, USADA, and USOPC 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. USOPC Commercial Guidelines

- 3.1 The Athlete agrees that the USOPC Sponsors are the only parties that have been granted the right to use USOPC Marks commercially. Athlete's personal sponsors may not use Olympic, Paralympic, Team USA or Olympic Marks in any commercial context without the USOPC's permission. Further, they cannot create the false impression that they are a Sponsor of the Games and/or Team USA. In the event that the Athlete enters into an endorsement deal with a Non-USOPC Sponsor, the Non-USOPC Sponsor should make certain that advertising, websites, promotions, etc. focus on the Athlete and his/her achievements. In no event may a Non-USOPC sponsor use video or photography from Olympic or Paralympic Games, U.S. Olympic and Paralympic Team Trials, which includes, but is not limited to, photos or videos of Olympians or Paralympians with their medals or wearing U.S. Team apparel. This restriction applies at all times, not only for commercial activity surrounding the Games.
- 3.2 The Athlete agrees that they, nor third parties, may use the official broadcast footage of U.S. Team Trials or Games competition without the express consent of the USOPC. This requirement includes but is not limited to: use of footage on websites or public exhibition of any kind, whether for any personal, commercial, or charitable purposes. The Athlete must comply with IOC and IPC rules regarding video recording at official venues, including the athlete village.
- 3.3 The Athlete agrees, as per the IOC's Rule 40, ([~/link.aspx?\\_id=302E18AC47A649F8B61B8B4B1F940A98&\\_z=z](#)) and corresponding rules for the Paralympic and Pan American Games, that unless a waiver is sought from and granted by the USOPC, all commercial activity by U.S. Olympic and Paralympic Team members must cease during the blackout period of the respective Games. Commercial activity means the Athlete participating in the Olympic or Paralympic Games cannot allow his or her person, name, picture or sports performance to be used for advertising purposes. Violation of these IOC and IPC rules may affect the Athlete's eligibility to compete. Please see the USOPC's separate guidance ([~/link.aspx?\\_id=302E18AC47A649F8B61B8B4B1F940A98&\\_z=z](#)) on obtaining waivers for the IOC's Rule 40 and the corresponding provision for the IPC or PASO.
- 3.4 The Athlete agrees not to use Olympic, Olympian, Paralympic, Paralympian or other Marks, symbols or terminology that looks in any way like a trademark anywhere on fundraising letters, a web site, or on promotional merchandise. The Athlete may use Olympic or Paralympic terminology in text to describe their aspirations or accomplishments. These parameters apply to all Marks owned by

the USOPC, which include but are not limited to Team USA, Go For The Gold, Let The Games Begin, and other trademarks that specifically refer to the Games.

3.5 The Athlete agrees to not knowingly allow, permit, or encourage philanthropic organizations to use Olympic or Paralympic themed materials, or photos/videos of the Athlete from the Games or with their Olympic/Paralympic medals in their fundraising efforts, operations or activities. Such organizations may use Olympic and Paralympic biographical references that are specific to the Athlete and balanced with other non-Olympic/Paralympic accomplishments.

3.6 The Athlete agrees that their websites will follow the general rules regarding permissible uses of the Marks and the restrictions on Non-USOPC Sponsors. The Athlete must separate the Non-USOPC Sponsors from all Olympic or Paralympic references (including photographs from the Games) on the website. If the Athlete seeks donations or other financial support on his/her website, to the extent possible the fundraising portion of the site should be separate from Marks and imagery, including Games photos. Factual Olympic and Paralympic references should be made in small type, rather than used in banner headlines.

4. Term and Termination

4.1 Term.

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

4.2 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 in the event that 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 WADA or 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 SafeSport Policy, the U.S. 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 and Paralympic movement.

5. Miscellaneous

5.1 Nothing in this Agreement is intended to nor should it be construed to create an employer/employee relationship between USEF and the Athlete.

5.2 Preservation of Competition Eligibility. The Athlete shall not violate any provision or rule promulgated by the IOC, IPC, FEI, USOPC, PASO or USEF governing eligibility of athletes to compete in IOC, IPC, FEI, PASO or USEF

sanctioned events. The Athlete agrees to maintain his membership in USEF in good standing at all times.

- 5.3 Governing Law. This Agreement shall be construed pursuant to the laws of the Commonwealth 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 as well as the USOPC Bylaws, which are incorporated herein by reference.
- 5.4 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.
- 5.5 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.
- 5.6 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, INC.

By: \_\_\_\_\_

William J. Moroney

Its: Chief Executive Officer

\_\_\_\_\_

Athlete

## US Equestrian Sponsors

The list of US Equestrian sponsors is constantly changing. This list represents the current sponsors at the time of publication. For the most up-to-date list of sponsor please reach out to USEF Director of Sponsorship & Sales, Layson Griffin, at [lgriffin@usef.org](mailto:lgriffin@usef.org).

<b>Sponsor</b>	<b>Designation(s)</b>
American Regent, Inc. – makers of Adequan	<p>Official Partner &amp; Joint Therapy Product of US Equestrian</p> <p>Title Sponsor of the US Para-Dressage Team and National Championships</p> <p>US Equestrian Annual Meeting Sponsor of the Pegasus Dinner</p> <p>Title Sponsor of the Junior Hunter Championships</p> <p>Title Sponsor of the Brentina Cup and Junior Dressage National Championship at Festival of Champions</p> <p>Title Sponsor of the Eventing Futures Team Challenge</p>
Ariat	Official Footwear and Apparel
BarnManager	Official Barn Management Software and MemberPerk
Big Ass Fans	<p>Official Sponsor and MemberPerk Partner</p> <p>Competition ManagerPerks Program</p>
Charles Ancona	<p>Official Tailcoat Supplier</p> <p>Official Pinque Coat Supplier</p> <p>Official Show Coat Provider of US Equestrian Teams</p>
Charles Owen	<p>Official Helmet Supplier</p> <p>Official Safety Partner</p>



	Learning Center Content Partner
Communications Direct	Official Sponsor Competition ManagerPerks Program
Dalman Jump Co.	Official Jump Company Competition ManagerPerks Program
The Dutta Corp.	Official Sponsor of US Equestrian Title Sponsor of the U.S. Dressage Team Official Sponsor of the US Dressage Team Official Partner of the US Dressage Team Official Equine Air Transport of the US Dressage, Eventing and Jumping Teams Official Equine Air Transport of US Equestrian Title Sponsor of the CCI3* and CCI4* Eventing National Championships
Dover Saddlery	Title Sponsor of the USEF Hunter Seat Medal Final MemberPerk Partner
EquiFit	Official Performance Horse Boot and Leg Wear
Flexi Equine Tack Lockers	Official Tack Locker of USEF Official Supplier of US Equestrian Teams
GumBits	An Official Supplier of US Equestrian Teams Official Training Treat of US Equestrian
Hagyard Pharmacy	Official Equine Pharmacy
Hagyard Equine Medical Institute	An Official Education Partner

Haygain	<p>Official Hay Steamer of US Equestrian</p> <p>An Official Supporter of Equine Respiratory Health of US Equestrian</p> <p>MemberPerk Program Partner</p>
Hodges Badge Company	<p>Official Ribbon Supplier</p> <p>Competition ManagerPerks Program</p>
Horseware Ireland	<p>Official Blanket of the U.S. High Performance Teams</p>
Horse and Country TV	<p>Official Sponsor, Official Media Partner and MemberPerk Partner</p>
Land Rover	<p>Official Vehicle</p> <p>Title Sponsor of the U.S. Eventing Team</p> <p>Title Sponsor of the Land Rover Kentucky Three Day Event</p> <p>MemberPerk Partner</p>
Markel	<p>Markel/USEF Young and Developing Horse Dressage Championships</p>
Mars Equestrian	<p>Official Partner of US Equestrian</p> <p>Presenting Sponsor of the Land Rover Kentucky Three-Day Event</p>
Marshall & Sterling Equine Insurance	<p>Title Sponsor of the USEF Pony Medal Finals</p>
Move N See	<p>Official Training Support Device of US Equestrian and MemberPerk Partner</p>
NetJets	<p>Official Title Sponsor of the US Show Jumping Team</p> <p>Silver Level Sponsor of the Learning Center</p>
NIGHTWATCH	<p>Official Sponsor and MemberPerk</p>

	MemberPerk
Neue Schule	Title Sponsor of the USEF Junior Jumper National Championship Official Bit Sponsor MemberPerk Partner
Platinum Performance	Official Sports Nutrition Supplement Company Title Sponsor of the USEF Talent Search Finals
Prestige Italia	Official Saddle, Official Partner and MemberPerk Partner
PulseVet	Official Shock Wave Therapy Equipment of the US Equestrian Team Vets
Rolex Watch	Official Timepiece
Sallee Horse Transportation	Official Horse Transportation Company and MemberPerk Partner
SmartPak	Official Gold Level Learning Center Sponsor and MemberPerk Partner
Toklat Originals	Official Saddle Pad and MemberPerk Partner
Triple Crown Feed	Official Feed of US Equestrian and MemberPerk Partner
Upper Echelon Academy	Official Academics Partner
W.F. Young – Makers of UltraShield products	Official Fly Control Products and MemberPerk Partner

### MemberPerks

Company	Brief Perk Description
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BarnManager	Receive 15% off an Active or New BarnManager Subscription
Big Ass Fans	25% discount on products
Choice Hotels	Discounted rates on hotels
Dover Saddlery	10% off items online and in store
Equisure – Insurance	\$18 (Junior) and \$25 (Senior) Excess Personal Liability Insurance
Flexi Equine Tack Lockers	5% discount on lockers
GEICO	Additional savings on auto insurance
Goodyear	20% off tires at Goodyear.com
Haygain	Save 5% on Haygain Hay Steamers
Horse and Country TV	15% off annual subscription service
John Deere	Up to 28% off equipment
Land Rover	Private Offer
Move N See	10% discount of Pixem and Pixio cameras and complimentary 6-month Live Lesson subscription packages
Neue Schule – Horse Bits	Free bit bag with purchase
NIGHTWATCH	\$50 savings on purchase of a Smart Halter
Office Depot – Office Supplies	Up to 70% off
Prestige Italia	5% off Prestige Saddles
Ride TV	10% discount of subscription packages
Sherwin Williams	Up to 40% off paint & painting supplies
SmartPak	5% discount and free shipping <i>*exclusions apply</i>
Triple Crown Feed – Horse Feed	Buy 12 bags of Triple Crown Feed, get \$25

UltraShield	\$3 off any 32 oz. bottle of fly
Uncle Jimmy's	Save 20%
US Rider – Horse Trailer Roadside Assistance	\$15 dollars off 1 <sup>st</sup> year membership fee
Wall Street Greeting/Horseshoe Greetings	15% of card sales from equestrian themed cards comes back to US Equestrian