

**USA Wrestling**  
**ATHLETE SELECTION PROCEDURES**  
**2015 Pan American Games**  
**Greco-Roman**  
**February 5, 2015**

**1. SELECTION SYSTEM**

- 1.1. Provide the minimum eligibility requirements for an athlete to be considered for nomination to the Team:

- 1.1.1. Nationality/Passport requirements:

Athlete must be a national of the United States at the time of nomination.

Athlete must hold a valid U.S. passport that will not expire for six months after the conclusion of the Games.

- 1.1.2. Minimum International Federation (IF) and/or Continental Federation (CF) (PAG and PPAG only) standards for participation (if any):

Athlete must be 18 years of age or older on or before December 31, 2015.

- 1.1.3. Other requirements (if any):

Athlete must be a current Athlete member of USA Wrestling in good standing.

- 1.2. Tryout Events:

- 1.2.1. Provide the event names, dates and locations of all trials, events and camps to be used as part of the selection process.

2015 World/Pan Am Games Team Trials

- June 6, 2015 in Ithaca, NY (59kg, 66kg, 71kg\*, 75kg, 80kg\*, 85kg, 98kg, 130kg)

\* These two weight categories (71kg and 80kg) will not be contested at the 2015 Pan American Games.

- 1.2.2. Provide event names, dates, locations and description of how athletes qualify for the trials, events and camps listed above in 1.2.1. (if any).

Athletes must qualify for the 2015 World/Pan Am Games Team Trials through the following process:

**2015 U.S. Open/World Team Trials (Las Vegas, NV)      May 7-9, 2015**

The top two (2) finishers from each of the 8 weight categories at the 2015 U.S. Open/World Team Trials will qualify to the 2015 World/Pan Am Games Team Trials.

The final match held in Las Vegas at the 2015 U.S. Open/World Team Trials between the remaining two (2) wrestlers from each of the 8 weight categories is essentially the first match out of the best of three series that will be concluded in Ithaca, NY at the 2015 World/Pan Am Games Team Trials.

The tournament procedures for the 2015 U.S. Open/World Team Trials may be found at <http://www.teamusa.org/USA-Wrestling/Team-USA/Team-Selection-Criteria>.

- 1.3. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process to become Team nominees (include maximum Team size).

The 2015 Pan American Games Team will be comprised of a maximum of six athletes – one athlete within each of the six Olympic weight categories (59kg, 66kg, 75kg, 85kg, 98kg, and 130kg). The 2015 Pan American Games Team will be determined based on final results at the 2015 World/Pan Am Games Team Trials as described below.

**2015 World/Pan Am Games Team Trials**

**June 6, 2015**

The two individuals who wrestled in the final match held in Las Vegas at the 2015 U.S. Open/World Team Trials from each of the 8 weight categories will wrestle again at the 2015 World/Pan Am Games Team Trials in Ithaca, NY to finish their best of three series.

If the wrestler who won the final match in Las Vegas wins the first match in Ithaca at the 2015 World/Pan Am Games Team Trials, then he will be nominated to the 2015 Pan Am Games Team (from the six Olympic weight categories only) and the 2015 World Championships Team.

If the wrestler who won the final match in Las Vegas loses the first match in Ithaca at the 2015 World/Pan Am Games Team Trials, then he will wrestle in a third and final match. The winner of the third and final match will be

nominated to the 2015 Pan Am Games Team (from the six Olympic weight categories only) and the 2015 World Championships Team.

The tournament procedures for the 2015 World/Pan Am Games Team Trials may be found at <http://www.teamusa.org/USA-Wrestling/Team-USA/Team-Selection-Criteria>.

## **2. DISCRETIONARY SELECTION (if applicable)**

- 2.1. Provide rationale for utilizing discretionary selection (if any):

N/A

- 2.2. List the discretionary criteria and explain how they will be used (if any):

N/A

- 2.3. Provide the name of the committee that will be responsible for making discretionary selections, along with a complete list of the members' titles currently serving on the committee: N/A

- 2.3.1. Specify the process that will be used to identify and handle any potential conflicts of interest involving a member of the committee.

N/A

## **3. REMOVAL OF ATHLETES**

- 3.1. Prior to acceptance of nominations by the USOC, USA Wrestling has jurisdiction over potential nominees.

An athlete who is to be nominated to the Team by the USA Wrestling may be removed as a nominee for any of the following reasons, as determined by USA Wrestling:

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to the USA Wrestling CEO/Executive Director.
- 3.1.2. Injury or illness as certified by a physician (or medical staff) approved by USA Wrestling. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by USA Wrestling, his/her injury will be assumed to be disabling and he/she may be removed.
- 3.1.3. Violation of USA Wrestling's Code of Conduct (Attachment A).
- 3.1.4. Violation of the 2014-2015 National Team Agreement (Attachment B).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per USA Wrestling's Constitution and Bylaws per Article XI-XIV or the USOC's Bylaws, Section 9.

- 3.2. Once an athlete nomination is accepted by the USOC, the USOC has jurisdiction over the Team, at which time, in addition to any applicable USA Wrestling Code of Conduct, the USOC's Code of Conduct and Grievance Procedures apply. The USOC's Code of Conduct and Grievance Procedures can be found at:

<http://www.teamusa.org/For-Athletes/Athlete-Ombudsman/Games-Info>

- 3.3. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, PASO, IPC, WADA, IF, USADA and/or USOC anti-doping protocol, policies and procedures, as applicable.

#### **4. REPLACEMENT OF ATHLETES**

- 4.1. Describe the selection and approval process for determining replacement athlete(s) should a vacancy occur:

If a Pan Am Games Team member from any weight category needs to be replaced after the 2015 World/Pan Am Games Team Trials and before the final entry deadline for the 2015 Pan Am Games, the Greco-Roman Sport Committee shall assign the position to the other athlete who wrestled at the 2015 World/Pan Am Games Team Trials. If this athlete cannot accept his nomination to the Pan Am Games Team for whatever reason, the Greco Roman Sport Committee shall assign the position to the next ranked athlete from the 2015 U.S. Open/World Team Trials at the weight category in question up to and including the sixth ranked wrestler from the 2015 U.S. Open/World Team Trials. This is provided the next-ranked wrestler is substantially completing the requirements of being a National Team member as outlined in the 2014-2015 National Team Agreement as determined by the Greco-Roman National Coach.

- 4.1.1. Prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

See Section 4.1.

- 4.1.2. After submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Replacement athletes will be determined in accordance with UWW/Pan American Council of Associated Wrestling regulations.

## **5. SUPPORTING DOCUMENTS**

USA Wrestling will retain the approved Selection Procedures and all supporting documents, including scouting or evaluation forms, etc., and data from the selection process for six months past the date of the Closing Ceremony of the Games.

## **6. REQUIRED DOCUMENTS**

In addition to the USOC Code of Conduct, the following documents are required to be signed by an athlete as a condition of nomination to the Olympic, Paralympic, Pan American or Parapan American Games and are included as attachments:

USA Wrestling Code of Conduct (Attachment A)

## **7. PUBLICITY/DISTRIBUTION OF PROCEDURES**

The USOC approved Selection Procedures (complete and unaltered) will be posted/published by USA Wrestling in the following locations:

- 7.1. USA Wrestling Web site: <http://www.teamusa.org/usa-wrestling/>

These procedures will be posted as soon as possible, but not more than five business days following notice of approval by the USOC.

- 7.2. Other: USA Wrestling will send an e-mail to the National Coaching Pool and the athlete data base. A copy of the selection procedures will also be mailed to the top 8 ranked athletes at the Senior level of each weight category, the NCAA Div. I coaches and USA Wrestling registered senior clubs.

## **8. DATE OF NOMINATION**

The Nomination of Athletes form, including replacements, will be announced to all athletes and submitted to the USOC on or before:

June 15, 2015

## **9. MANDATORY TRAINING AND/OR COMPETITION**

Specify the location, schedule and duration of mandatory training and/or competition:

The 2015 Team Training Camp for the Pan Am Games Team will be in Colorado Springs the week prior to departure for the Pan Am Games in July, 2015. The team will be required to participate.

## **10. ANTI-DOPING REQUIREMENTS**

Athletes must adhere to all IOC, IPC, PASO, WADA, IF, USADA and USOC anti-doping protocols, policies and procedures, as applicable. This includes participation in Out-of-Competition Testing as required by the IOC, IPC, PASO, WADA, IF, USADA and USOC Rules, as applicable.

## **11. DEVELOPMENT OF SELECTION PROCEDURES**

The following committee/group (include names and titles) was responsible for creating these Selection Procedures:

Greco-Roman Sport Committee:

Greg Strobel – 1<sup>st</sup> VP

Van Stokes – Chair

Zac Dominquez – JOWC

Jordan Holm – Athlete

Rick Gumble – CC

Nate Engel – Athlete

Jay Antonelli – At Large

TBD – At Large

Aaron Sieracki – Athlete

Roy Scott – USWOA

Sonny Greenhalgh – Fed of Clubs

## **12. NGB BYLAWS AND GRIEVANCE PROCEDURES**

The USA Wrestling Bylaws and Grievance Procedures can be found at <http://www.teamusa.org/USA-Wrestling>. There is a link to the Bylaws on the Homepage. Copies of the Bylaws are also available upon request from the USA Wrestling Office.

## **13. INTERNATIONAL DISCLAIMER**

These procedures are based on IOC, IPC, PASO, as applicable, and/or UWW rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in IOC, IPC, PASO, as applicable, and/or UWW rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USA Wrestling. However, the selections are always subject to unforeseen, intervening circumstances, and realistically may not have accounted for every possible contingency.

If any force of nature, or force majeure, should cause the alteration or cancellation of any of the selection events listed in this document, these selection procedures will be revised, pursuant to their resubmission to the USOC.

## **14. ATHLETE OMBUDSMAN**



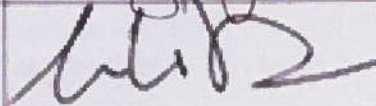
Athletes who have questions regarding their opportunity to compete that are not answered by USA Wrestling may contact the USOC Athlete Ombudsman by:



- Telephone at (719) 866-5000
- Email at [athlete.ombudsman@usoc.org](mailto:athlete.ombudsman@usoc.org)
- <http://www.teamusa.org/For-Athletes/Athlete-Ombudsman.aspx>

## 15. NGB SIGNATURES

I certify that I have read and understand the standards/criteria set by our IF and/or CF (PAG/PPAG only) and incorporated those standards/criteria into our Selection Procedures. I further certify that the information provided herein regarding Athlete Selection Procedures represents the method approved by USA Wrestling.

Position	Print Name	Signature	Date
USAW Executive Director	Rich Bender		2/10/15
USAW Associate Executive Director for Programs & Performance	Les Gutches		2/9/15
USOC Athletes' Advisory Council Representative*	Marcie Van Dusen		2/9/15

\* If the USOC AAC Representative has delegated authority to the Alternate AAC Representative to sign the Selection Procedures, attach a letter from the AAC Representative indicating the reason he/she has delegated authority.

\* Signature by the Athlete Representative constitutes that he/she has read and understands the Selection Procedures. If the Athlete Representative reads and does not agree with the Athlete Selection Procedures being submitted by the NGB, he/she may submit those reasons in writing to his/her Sport Performance Team.

\* If, for some reason, a sport does not have an elected USOC AAC Representative, the NGB must designate an athlete from that sport to review and sign the Selection Procedures.

- Telephone at (719) 866-5000
- Email at [athlete.ombudsman@usoc.org](mailto:athlete.ombudsman@usoc.org)
- <http://www.teamusa.org/For-Athletes/Athlete-Ombudsman.aspx>

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\* If, for some reason, a sport does not have an elected USOC AAC Representative, the NGB must designate an athlete from that sport to review and sign the Selection Procedures.



## USA Wrestling Code of Conduct

### ATHLETE PLEDGE

I pledge to uphold the spirit of the USA Wrestling Code of Conduct (the “Code”), which offers a guide to my conduct as a member of the National Team. I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my selection to the National Team.

**As a Member of the Team, I hereby promise and agree that I:**

- will abide by all rules related to the Team selection procedures as approved by USA Wrestling;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will not commit an anti-doping rule violation as defined by the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the United States Olympic Committee (USOC) or the FILA rules;
- am not currently serving a sanction for an anti-doping rule violation and/or do not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- am eligible to compete under the rules of FILA;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;

- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's rules, including by way of example, rules regarding curfew and required attendance at team meetings;
- am aware that USA Wrestling sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, I will wear designated USA Wrestling apparel at all official Team functions and events;
- will not conceal or cover up any USA Wrestling sponsor, supplier or licensee brand or other identification appearing on my USA Wrestling apparel;
- agree to be filmed and photographed by the official photographer(s) and network(s) of USA Wrestling under conditions authorized by USA Wrestling and give event organizers and USA Wrestling the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete; in no event may USA Wrestling or the event organizers use or authorize the use of my 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 my written permission;
- will not use or authorize the use of photographs, films or videos of myself in my USA Wrestling apparel or equipment or the use of the USA Wrestling logo for the purpose of trade, without the prior written consent of USA Wrestling (which consent shall not be unreasonably withheld);
- will act in a way that will bring respect and honor to myself, my teammates, USA Wrestling and the United States; and
- will remember that at all times I am an ambassador for my sport, my country and the Olympic Movement.

<p>ATHLETE OMBUDSMAN</p>
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I may contact the USOC Athlete Ombudsman  
at [719-866-5000](tel:719-866-5000) or [athlete.ombudsman@usoc.org](mailto:athlete.ombudsman@usoc.org)  
for further information regarding my rights under this Code  
that are not answered by USA Wrestling.

## **PARTICIPANTS' AFFIRMATION**

I have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being selected to participate as a member of the Team.

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Signature

Date

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**NGB Name**

**Sport**

<p><b>PARENT/GUARDIAN CERTIFICATION</b> <b>(For Participants Under the Age of 18 as of Date of Signature)</b></p>
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Signature

Date

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Relationship (Parent or Guardian)

**USA WRESTLING**  
**NATIONAL TEAM WRESTLER AGREEMENT**

This National Team Wrestler Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_ (please print name) ("Wrestler") and USA Wrestling. In consideration of Wrestler being named as a member of the National Team and of the various and respective promises set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USA Wrestling and Wrestler agree as follows:

**I. INDEPENDENT CONTRACTOR AGREEMENT**

1. USA Wrestling is the recognized national governing body for the sport of wrestling in the United States in accordance with the *Ted Stevens Olympic and Amateur Sports Act*, 36 U.S.C. 220501 *et. seq.* (the "Sports Act"). As such, USA Wrestling prescribes rules and standards for competition in the sport; provides financial and administrative assistance, training and other services and support to eligible wrestlers; generally promotes, regulates, governs and fosters wrestling in the United States; and sponsors and sanctions local, regional, sectional and national competitions, events and exhibitions in the sport.

2. USA Wrestling is a member of the Federation International de Luttres Associates (FILA), the international governing body of wrestling, and has agreed and is obligated to abide by the rules and regulations of FILA.

3. Wrestler is a wrestler who is eligible to compete in competitions sponsored and/or sanctioned by USA Wrestling or FILA. Wrestler has been selected to represent USA Wrestling for the term of this Agreement as a member of the USA Wrestling National Team (the "National Team") and in various programs, competitions and events sponsored and/or sanctioned by USA Wrestling and, in consideration therefore, will receive financial assistance from USA Wrestling described in this Agreement.

4. Wrestler is an independent contractor providing service to USA Wrestling on a contract basis. Nothing herein shall be construed to create an employer/employee relationship between USA Wrestling and Wrestler. Wrestler shall be responsible for withholding and payment of all applicable taxes.

**II. FULL-TIME COMMITMENT**

Wrestler agrees to train and compete as a member of the National Team on a full-time basis. Full-time basis in this context is defined as fulfilling the National Team training and competition program as established by USA Wrestling.

**III. TERM OF AGREEMENT**

The term of this Agreement shall be from 12:01 a.m. the day after the 2014 World Team Trials through 10:00 p.m. of the last day of the 2015 World Team Trials. Wrestler's eligibility for monthly stipends begins July 31, 2014 and ends June 30, 2015, provided Wrestler is in compliance with the terms of this Agreement and continues to meet the eligibility requirements as set forth in Section IV below.

#### **IV. FINANCIAL CONSIDERATION:**

Wrestler shall be paid a base allowance as a member of the National Team so long as Wrestler is in compliance with the terms of this Agreement \*\*.

##### **National Team #1 in weight class:**

Current World Champion:	\$16,000, payable over <b>8 months</b> (\$2,000 per month)
Current World Silver Medalist:	\$12,000, payable over <b>8 months</b> (\$1,500 per month)
Current World Bronze Medalist:	\$10,000, payable over <b>8 months</b> (\$1,250 per month)
All other #1 Athletes:	\$8,000, payable over <b>8 months</b> (\$1,000 per month)

(For the purposes of calculating stipend amounts above, an athlete's 2013 World Championships result will determine July and August stipends; the 2014 result will determine stipend amounts from September forward)

**National Team #2 in weight class:** \$4,400, payable over **8 months** (\$550 per month)

**National Team #3 in weight class:** \$2,200, payable over **8 months** (\$275 per month)

If additional specific funding is raised, National Team athletes will be eligible for stipend support from March-June of 2015.

See Appendix B for additional stipend and monthly eligibility requirements.

Athlete support will be paid by USA Wrestling and/or the USOC.

A wrestler may not receive more than one base allowance.

\*\* The National Team Coach and Staff will work with each National Team wrestler prior to signing the National Team Wrestler Agreement to determine any adjustments based on commitment to the National Team training and competition plan. The athlete, National Coach and Executive Director will approve and sign the National Team Wrestler Agreement.

#### **V. PERFORMANCE AND PARTICIPATION BONUSES**

See Appendix A for performance bonus structure

#### **VI. NATIONAL TEAM CODE OF CONDUCT**

1. Wrestler agrees to the following:
  - (a) To abide by USA Wrestling sponsorship contracts and to any wrestler publicity agreements to which he or she is a party.
  - (b) To comply with USA Wrestling and National Team Code of Conduct.
  - (c) To immediately inform USA Wrestling of any change of address and telephone number.

## ATTACHMENT B

- (d) To notify USA Wrestling when Wrestler's training or competition schedule needs adjustment.
- (e) To abide by USA Wrestling, USOC, IOC, WADA, USADA, and FILA constitutions, bylaws, rules and regulations.
- (f) To represent USA Wrestling in a manner of good sportsmanship in all domestic and international competitions. Behavior by athletes that is determined to be detrimental to the image of USA Wrestling, fellow teammates, or coaches will be addressed by USA Wrestling. Sanction could include loss of financial support and/or suspension from current and future competitions.

2. Forfeitures. If Wrestler chooses not to participate in any of the following, or fails to provide adequate notification to reschedule his or her participation in any of the following, Wrestler will forfeit stipend money as follows:

- (a) Failure to participate in World Team Training Camp - forfeiture of remaining payments earned at the World Team Trials and possible removal from the National Team.
- (b) Exceptions may be made for medical reasons or by agreement with the National Coach.

### 3. Fines.

- (a) Missed National Team Camp will result in possible loss of monthly stipend and USA Wrestling funded international competition.
- (b) Failure to make the assigned weight at Olympic Games or World Championships - repayment of tour cost (includes camp expenses, air travel, and room and board), loss of monies earned at the World/Olympic Team Trials, loss of \$2,500 participation bonus, and possible removal from the National Team.
- (c) Failure to make the assigned weight on other tours/competitions: repayment of trip cost (includes camp expenses, air travel, and room and board) or \$500, whichever is more.
- (d) Failure to wear proper promotional apparel in regards to USA Wrestling's equipment sponsorship agreement - fine to be established by appropriate USA Wrestling Sport Committee.
- (e) Failure to make appearance at agreed upon clinics/camps/promotional appearance or to adequately notify USA Wrestling of a potential conflict: Actual expenses incurred.
- (f) Failure to inform USA Wrestling of a withdrawal from a dual meet once athlete has confirmed participation: \$200 plus cost of travel.



- (g) Failure to provide a medical reason from doctor on doctor's letterhead in case of illness or injury: cost of ticket.
4. World Championships/Olympic Games.
- (a) All members of the USA Wrestling World/Olympic Team are required to follow the training schedule as established by the National Coach. Failure to do so may result in fines and sanctions including removal from the National Team and the World/Olympic Team.
  - (b) Weight Control Plan. All members of the USA Wrestling World/Olympic Team may be required to maintain a proper weight management plan that is developed with the National Coach and medical staff. Failure to maintain and follow the plan may result in removal and replacement of the athlete up to the deadline of the final athlete registration for the World Championships/Olympic Games.
  - (c) Injury Removal Process. In the process of training and competing between the World/Olympic Team Trials and the World Championships/Olympic Games, if a Team member sustains an injury or is unable to train consistently due to medical reasons, the National Coaching Staff with the designated Medical Staff may remove a wrestler from the World Team and replace them with the next highest ranked National Team member, provided the replacement individual is meeting the training requirements as determined by the National Team Coaching Staff. If the second or third ranked athletes do not meet the training standard then a special wrestle-off for the World Team/Olympic Team will be conducted.
5. Failure to abide with any part of the Code of Conduct shall be grounds for removal of Wrestler from the National Team, withholding payments pertinent to this agreement, or other disciplinary action by USA Wrestling. Contractual obligations of USA Wrestling to Wrestler shall terminate upon the date of such removal. Per the Sports Act, USOC Bylaws and USA Wrestling Bylaws, wrestler may have rights to certain due processes, including hearing(s), before being declared ineligible.

## **VII. TRAINING AND COMPETITION**

1. Wrestler will participate in all National Team activities, which shall include, but not be limited to; training, practices, competitions, meetings, clinics, World Cup Camp, Olympic/World Team training camps, developmental camps and appearances for promotional and sponsorship activities arranged by USA Wrestling or the National Team coach.
2. Training and competition schedules shall be prepared by the National Team coach or designated official of USA Wrestling. Each wrestler is encouraged to maintain a training and competition log and submit a copy to USA Wrestling each month.
3. Each National Team Member is required to maintain an attitude conducive to a positive team atmosphere. Wrestler is required to follow the structure of the camps and competitions as established by the National Coaching Staff. Failure to follow these requirements

may result in forfeiture of athlete payment and possible removal from team, including World, Pan Am, and Olympic Teams.

### **VIII. USA WRESTLING CAMPS/PROMOTIONAL PROGRAMS**

1. Wrestler acknowledges that USA Wrestling may request that wrestler work as a National Camp instructor. The schedule, payment, and terms for instructors shall be arranged by the National Team Staff or designated USA Wrestling official.

2. Wrestler agrees to make a minimum of one, non-paid, promotional appearance on behalf of USA Wrestling and/or USA Wrestling State Associations. These activities include, but are not limited to: clinics, camps, speaking engagements, and fundraising. Expenses of such appearances are the responsibility of USA Wrestling and subject to its approval.

### **IX. RETIREMENT**

Once Wrestler determines his or her retirement, he or she is required to immediately notify USA Wrestling. Bonuses earned to that point, ***which are paid by USA Wrestling***, will be paid in one lump-sum payment. ***Payments as part of the National Team Wrestler Agreement that are paid by the USOC may have different requirements than that of USA Wrestling with regards to retiring athletes. Athletes must meet USOC standards for the part of the National Teams Wrestler Agreement that is paid by the USOC.***

### **X. FINANCIAL MANAGEMENT SYSTEM**

[Intentionally omitted]

### **XI. RELEASE AND GRANT OF PERMISSION - LICENSING, SPONSORSHIP, FUNDRAISING, APPEARANCES, AND PROMOTIONAL ACTIVITIES**

1. Wrestler hereby releases and grants to USA Wrestling the right to use (and to license others to use), in connection with any matter associated with promotion, publicity, licensing, sponsorship, fundraising, commercial ventures or other activities relating to the affairs of USA Wrestling (such matters shall hereinafter be referred to as "USA Wrestling Fundraising or Promotional Activities"), use of Wrestler's name, initials, likeness, identity, signature, facsimile and biographical sketch, as well as film, photograph or sketched image of Wrestler and/or Wrestler's wrestling performances, as a member of the National Team ("Wrestler Identifications"); provided, however, that no such use of Wrestler Identifications may be for the purpose of any association of Wrestler, individually, with any specific products, goods or services, or for any direct or implied endorsement of any products, goods or services by Wrestler, without the prior written permission of Wrestler. USA Wrestling and its licensees shall be entitled to make such use of Wrestler Identifications in film, video, photographs, tape recording, radio, television, commercial presentation, posters, calendars or any other reproductions in which members of the National Team appear on a group basis, meaning applications involving the images of three or more athletes in a group engagement or collage (still or video). Wrestler acknowledges that footage from all USA Wrestling events is the exclusive property of USA Wrestling or any T.V. network to which USA Wrestling may grant rights therein. Duplication or use for commercial gain without the written permission of USA Wrestling is prohibited. It is understood that the release and grant of rights by Wrestler to USA Wrestling under this paragraph does not include Wrestler Contractual Agreements of Wrestler as contemplated by Article XII of this Agreement.

2. Wrestler designates USA Wrestling as the exclusive bargaining agent for all purposes contemplated in paragraph 1 of this Article XI. As such, USA Wrestling shall have the right to contract, solicit or negotiate agreements for USA Wrestling Fundraising or Promotional Activities, with third parties for the use of Wrestler's Identifications as a member of the National Team (such third party agreements shall hereinafter be referred to as "USA Wrestling Contractual Agreement(s)"). USA Wrestling Contractual Agreements may grant the contracting third party the right to state that Wrestler is a member of the National Team. Wrestler shall have no right to compensation from properly executed USA Wrestling Contractual Agreements, although USA Wrestling will exert its best efforts to gain additional benefits for Wrestler if such opportunities arise. For the avoidance of any doubt, it is understood that the designation herein does not include any bargaining authority or rights pertaining to endorsements, licensing, sponsorships, personal appearances, and business development activities by or on the part of Wrestler as an individual (i.e., not as a member of the National Team).

3. Wrestler will participate in USA Wrestling Fundraising and Promotional Activities as reasonably determined by the National coach or USA Wrestling designated official.

4. So long as Wrestler is a member of the National Team, Wrestler will use best efforts to positively support USA Wrestling Contractual Agreements and USA Wrestling Fundraising and Promotional Activities, and will not make any private or public negative statements about such agreements, the parties thereto, or any product affected thereby. Furthermore, Wrestler will abide by all reasonable requirements of Wrestler caused by such agreements, treating all parties thereto with courtesy and respect, and not exploiting the arrangement for individual benefit to the exclusion of USA Wrestling or the National Team.

5. No use as contemplated in subparagraph 1 above shall be made which is not in conformity with the eligibility requirements of the Sports Act or the FILA, IOC or USOC constitution, bylaws, rules or regulations.

6. The release and grant of rights given by Wrestler will continue for the term of any promotional contract which is entered into by USA Wrestling during the term of this Agreement.

7. In the event Wrestler is no longer a member of the National Team, USA Wrestling shall be entitled to leave all fundraising, promotional, advertising and commercial materials in place and will not be required to withdraw existing materials from circulation as a result of this Agreement having expired or having been terminated.

8. USA Wrestling shall indemnify, hold harmless and defend (including paying the cost of all reasonable attorney's fees) Wrestler from any and all liability, loss or damage Wrestler may suffer as a result of claims, demands, costs, or judgments against Wrestler arising out of USA Wrestling's use of Wrestler's Identifications as contemplated by Article VIII, paragraph (2) and Article XI, paragraphs 1 through 6, of this Agreement.

## **XII. WRESTLER CONTRACTUAL AGREEMENTS**

1. It is acknowledged that Wrestler has the exclusive right to contract, solicit or negotiate sponsorships, endorsements or marketing agreements with third parties for the use of Wrestler's Identifications as an individual, but not as a member of the National Team (such third party agreements shall hereinafter be referred to as "Wrestler Contractual Agreements"). For the avoidance of any doubt, it is understood that such rights do not include any authority or

rights pertaining to endorsements, licensing, sponsorships, personal appearances, business development activities of fundraising activities by or on the part of Wrestler as a member of the National Team).

2. Wrestler Contractual Agreements must meet the following conditions:

- (a) The Wrestler Contractual Agreement shall not include the right to photographic film, video, sketch, or other likeness of Wrestler wearing National Team equipment or logo or referring to Wrestler as having worn such without explicit written approval in advance from USA Wrestling.
- (b) A Wrestler Contractual Agreement shall not be detrimental to the image of the National Team or USA Wrestling, or place demands upon Wrestler which would seriously interfere with Wrestler's performance with the National Team or fulfillment of Wrestler's obligations under this Agreement.
- (c) Wrestler Contractual Agreements must be in compliance with any applicable requirements of the Sports Act or the FILA, IOC or USOC constitution, bylaws, rules or regulations.

3. USA Wrestling shall have no right to compensation from properly approved, executed and administered Wrestler Contractual Agreements.

### **XIII. UNIFORMS AND EQUIPMENT**

1. Wrestler shall only wear equipment and apparel provided by USA Wrestling at all USA Wrestling events. Wrestler will also be required to wear equipment and apparel provided by USA Wrestling at appearances where Wrestler is representing the National Team. Equipment and apparel provided by USA Wrestling or its suppliers to Wrestler as a member of the National Team, including but not limited to: uniforms, warm-up suits, hats, duffel bags, travel and casual wear and luggage, is and shall continue to be the property of USA Wrestling. Such equipment, under no condition, may be sold, commercially exploited, traded, gifted or loaned. This equipment must be returned to USA Wrestling when and if requested by USA Wrestling. Notwithstanding any of the foregoing, traditional trading of such equipment between National Team members and other national teams is permissible. Wrestlers are responsible for maintaining uniforms and equipment in good repair.

2. National Team Athletes are encouraged to wear the wrestling shoes of the National Team Sponsor; however, it is recognized that an athlete has the right to select his or her Specialized Equipment (also known as Personal Competitive Gear) for use in competitions and that wrestling shoes constitute Specialized Equipment under commercial terms policies adopted by the USOC.

3. **Number one ranked wrestlers who wear the wrestling shoes of the National Team Sponsor will receive \$1,000, divided into monthly payments from September through June.**

4. Regardless of any shoe contract that a National Team Member may have, that individual is required to wear the apparel provided by USA Wrestling at all events where that

individual represents the National Team. Failure to follow requirements listed in this section will cause action to be taken in accordance with Section VI.3.d. of this Agreement

\_\_\_\_\_ Initial the line provided if you WILL be wearing the shoes of the National Team Sponsor for the length of the Agreement.

\_\_\_\_\_ Initial the line provided if you WILL NOT be wearing the shoes of the National Team Sponsor for the length of the Agreement.

#### **XIV. SUBSTANCE ABUSE**

Wrestler acknowledges, understands and agrees that "Substance abuse", as that term is commonly defined, or as that term may now or hereafter be defined under applicable rules, regulations and/or protocols of USA Wrestling, FILA, the USOC, USADA, WADA, or the IOC, whether relating to alcohol, drug or other substances, is grounds for immediate termination of the financial benefits afforded to Wrestler under the terms of this Agreement and immediate dismissal of Wrestler from the National Team, as well as disciplinary proceedings under the USA Wrestling Athlete Code of Conduct and/or Bylaws. In consideration for financial benefits under this Agreement, Wrestler agrees to submit to such tests for drug or other substance usage as required from time to time by applicable rules and regulations of USA Wrestling, FILA, the USOC, USADA, WADA and the IOC. Wrestler further acknowledges that Wrestler may also be the subject of termination of financial benefits afforded to Wrestler under the terms of this Agreement for conduct not in accordance with the USA Wrestling Athlete Code of Conduct and the USOC Code of Conduct.

#### **XV. CITIZENSHIP REQUIREMENT**

Wrestlers on the National Team must be eligible for competition in the World Championships, Pan Am Games and the Olympics as determined by USOC and FILA guidelines. National Team wrestlers must be citizens of the United States and must be eligible to represent the USA in FILA recognized international competitions.

#### **XVI. MEDICAL ATTENTION AND TESTING**

Wrestlers who require medical attention, physiotherapy, special conditioning, testing or rehabilitation programs must do so without exception. Schedules shall be arranged with the National Team coach and medical staff.

#### **XVII. RANKING OF WRESTLER**

Wrestler agrees that the retirement or dismissal of a higher ranked National Team wrestler in Wrestler's style and weight class shall not result in the automatic elevation of Wrestler in the National Team rankings.

#### **XVIII. DISCIPLINARY AND GRIEVANCE PROCEDURES**

1. Subject to any grievance or dispute resolution procedures that may be available to Wrestler under the By-Laws of USA Wrestling, the Bylaws of the USOC, or the Sports Act, any Wrestler who violates any term of this Agreement or National Team rules is subject to disciplinary action which may include: a reprimand; suspension from the National Team;

withholding of stipend, support or payments; dismissal from the National Team; or a combination of such actions.

2. Wrestler agrees that any disciplinary penalty, grievance or dispute that is resolved through available administrative procedures of USA Wrestling or the USOC shall be final and binding, subject to the right, if available under the circumstances, to go to arbitration in accordance with the rules of the American Arbitration Association once Wrestler has exhausted all of the administrative remedies available within USA Wrestling and/or the USOC, or as available under the Sports Act. Wrestler waives his or her right to bring suit in any court of competent jurisdiction regarding any disciplinary sanction, grievance or dispute regarding this Agreement or any part hereof.

#### **XIX. INJUNCTIVE RELIEF**

If a Wrestler violates or threatens to violate the limitations of Article XI and XII, Wrestler acknowledges that such violation shall result in immediate damage to USA Wrestling and the National Team and that USA Wrestling has the right to seek immediate injunctive relief to prevent a violation or breach of the terms of Article XI and XII, of this Agreement.

#### **XX. ACCIDENT OR INJURY**

Wrestler acknowledges and agrees that wrestling is an activity which involves the risk of bodily injury, including possible paralysis or death, as well as the loss of or damage to property. Wrestler knowingly and freely assumes all such risk and for and on behalf of Wrestler, Wrestler's heirs, assigns, and next of kin. Wrestler, for and on behalf of himself / herself, Wrestler's heirs, assigns and next of kin, releases, holds harmless and waives any claim or right to sue or hold responsible USA Wrestling, the National Team, the National Team coaches or officials, the organizers of the several Olympic, national or international trials events, the USOC, the IOC, FILA, and all of the directors, officers, members, sponsors, officials, agents and/or employees of any of the above-named organizations, with respect to any and all such injury, paralysis, death and/or loss of damage to property or any liabilities, damages, costs and expenses therewith, except that which has resulted from gross negligence and/or willful or wanton misconduct by any of the above.

#### **XXI. ACKNOWLEDGEMENT**

Selection to the National Team shall be controlled by the procedures of USA Wrestling. Upon release from the National Team pursuant to USA Wrestling procedure, all financial support considerations, including payments under Articles IV, V and XIII terminate on the date of release.

#### **XXII. HEADINGS**

The paragraph headings contained herein are for convenient reference only. They shall not be used in any way to govern, limit, modify or construe this Agreement and shall not be given any legal effect.



**XXIII. CONFIDENTIALITY**

Wrestler warrants to keep the terms and conditions of this Agreement strictly confidential and not to divulge or disclose the terms and conditions to any third party other than legal counsel and athlete representatives.

**XXIV. GOVERNING LAW**

This Agreement has been entered into in the State of Colorado and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of Colorado.

**XXV. WAIVER**

The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants of conditions set forth herein shall not be construed as continuing waiver or relinquishment thereof, and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

**XXVI. ENTIRE AGREEMENT**

This writing and the attached addendum constitutes the entire Agreement between the parties hereto and may not be changed or modified except in writing signed by the party or parties to be charged thereby.

**XXVII. NOTICES**

All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or four (4) days after mailing by United States certified or registered mail, postage prepaid, addressed to the following parties, or their successors in interest or such other addresses as the parties may designate by written notice in the aforesaid manner:

USA Wrestling:

Rich Bender, Executive Director  
6155 Lehman Drive  
Colorado Springs, Colorado 80918

Wrestler:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[Signatures appear on following page.]**

ATTACHMENT B

Signed by USA Wrestling and Wrestler as of the date first appearing above.

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Wrestler - Print Name

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Wrestler Signature

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Date

---

Executive Director Signature

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Date

**APPENDIX A – PERFORMANCE AND PARTICIPATION BONUSES:****NYAC Tournament:**

Champion	\$1,000
2 <sup>nd</sup> place	\$500
3 <sup>rd</sup> place	\$250

**Minnesota Holiday Tournament**

Champion *	\$1,000
2 <sup>nd</sup> place *	\$250

\* Bonus will only be paid if there are six or more athletes in the weight class.

**Dave Schultz Memorial International Tournament:**

Champion	\$1,500
2 <sup>nd</sup> place	\$1,000
3 <sup>rd</sup> place	\$500

**USA Beat the Streets Dual**

Participation	\$1,000
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**World Cup:**

World Cup Team Member (must wrestle at least one match)	\$1,000
World Cup Team Alternate (must wrestle at least one match)	\$500

**International Tour Bonuses:**

USA Wrestling will establish bonuses based on level of competition and will communicate this to the athletes prior to the competition. Bonuses will fall in the following ranges:

Champion	\$1,000 to \$4,000
2 <sup>nd</sup> Place	\$500 to \$2,500
3 <sup>rd</sup> Place	\$250 to \$1,250

**Pan American Championships:**

Champion *	\$1,500
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\* No bonus will be paid if developmental athletes are used

**U.S. Open National Championships**

Champion	\$3,000
2 <sup>nd</sup> Place	\$1,500
3 <sup>rd</sup> Place	\$750

**World Championships/Olympic Games:**

USA representative in the World Championships/Olympic Games	\$2,500
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(Wrestler must complete all matches of the competition unless otherwise approved by the National Coaching Staff.)

**World Championship Performance Bonus:**

Champion *	\$50,000
2 <sup>nd</sup> Place *	\$25,000
3 <sup>rd</sup> Place *	\$15,000
5 <sup>th</sup> Place	\$2,000
7 <sup>th</sup> Place	\$1,000
8 <sup>th</sup> -10 <sup>th</sup> Place	\$500

\* Includes all payments combined from USA Wrestling and the USOC

All payments will be made by USA Wrestling or the USOC. **The USOC may have different standards for payments to athletes who are retiring from competition.** Some competitions may be considered developmental without bonuses for performance.

## **APPENDIX B – MEN’S GRECO-ROMAN ADDITIONAL STIPEND REQUIREMENTS:**

The following criteria will determine eligibility for the additional four months of stipend support in the case additional specific funding is secured:

- Compete in six international Greco-Roman tournaments from July 1, 2014 to April 1, 2015 (at least one of the international tournaments must take place outside of the United States); or
- Compete in 14 Greco-Roman international matches.

### **Please note the following with regard to additional stipend support requirements:**

- Matches and tournaments must be on the FILA or USA Wrestling calendar
- Matches against U.S. competitors at domestic international competitions do not count towards match requirements (e.g. wrestling an American at the NYAC does not count)
- Matches against U.S. competitors at overseas international competitions count towards match requirements (e.g. wrestling an American at the Poddubny tournament does count)
- Matches at the 2015 World Championships count toward the international match requirements, but the event itself does not count towards the requirement that at least one of the international tournaments must take place outside of the United States.
- If the 2015 World Cup falls after April 1<sup>st</sup>, 2015, it will count towards these requirements
- There will be no exceptions for athletes who are unable to complete these requirements due to injury or illness.
- There will be no special considerations for those who have collegiate wrestling or other career obligations which prevent completion of these requirements.