

**USA WRESTLING**  
**ATHLETE SELECTION PROCEDURES**  
**2019 PAN AMERICAN GAMES**  
**MEN'S FREESTYLE**  
**January 22, 2019**

**1. SELECTION SYSTEM**

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

1.1.1. Nationality/Passport requirements:

Athlete must be a national of the United States at the start of the Tryout Events (1.2.1.).

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 Olympic Committee (IOC), International Paralympic Committee (IPC) and/or Pan American Sport Organization (PASO) (PAG and PPAG only) standards for participation:

Any competitor in the Olympic, Paralympic, Pan American or Parapan American Games must be a national of the country of the National Olympic Committee (NOC) or National Paralympic Committee (NPC) which is entering such competitor. For additional information regarding an athlete who is a national of two or more countries, has changed his or her nationality or acquired a new nationality, refer to the Olympic Charter (Rule 41), the IPC Handbook (Section 2, Chapter 3.1), or the PASO Statutes (Article XXII, Sections 4 and 5).

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

Eligibility for the 2019 Pan American Games in accordance with United World Wrestling Americas (UWWA) rules, requires that athletes must be at least 18 years of age by 2019 (born in or before 2001) and hold a current United World Wrestling license.

If the athlete will turn 18 after the first day of competition of the 2019 Pan American Games but before December 31, 2019 (i.e., he is still 17 years old once competition begins), he must provide a medical certificate and parental authorization to compete in the 2019 Pan American Games according to UWW rules.

1.1.4. Other requirements (if any):

Athletes must have successfully completed all Games Registration requirements by stated deadline.

Athletes must be in good standing of USA Wrestling at the time of nomination.

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:

**June 8, 2019 – Final X: Senior World Team Trials @ Piscataway, NJ**

Weight categories\*: Men's Freestyle: 65kg, 86kg, 125kg (plus 79kg and 92kg for naming the World Team)

**June 15, 2019 – Final X: Senior World Team Trials @ Lincoln, NE**

Weight categories\*: Men's Freestyle: 57kg, 74k, 97kg (plus 61kg and 70kg for naming the World Team)

Both Tryout Events will be referred to as "Final X" hereafter. Only two (2) athletes per weight will wrestle in the Final X in a best-of-three series.

\*NOTE: Only the six (6) Olympic weight categories will be contested in Lima, Peru, at the 2019 Pan American Games: 57kg, 65kg, 74kg, 86kg, 97kg and 125kg. When ten (10) weights are referenced in this document, it is because the Tryout Events listed above are also used to name the 2019 World Championships Team which includes the additional weight categories of 61kg, 70kg, 79kg, and 92kg.

- 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).

**World Team Trials Challenge Tournament – May 17-18, 2019 @ Raleigh, NC (all 10 weights\*)**

NOTE: There is no requirement to have a certain number of athletes entered to compete within any given weight category at the 2019 World Team Trials Challenge Tournament.

- 1) Wrestlers who meet the following criteria will qualify for the World Team Trials Challenge Tournament:
  - 2018 Senior Men's Freestyle World Team Member
  - 2018 U23 Men's Freestyle World Team Member
  - 2018 Junior Men's Freestyle World Team Member
  - 2019 NCAA Division I Champions
  - January 2019 Dave Schultz Memorial International - the highest placed Men's Freestyle USA athlete per weight category winning a medal who has not already qualified will earn a spot in the 2019 World Team Trials Challenge Tournament
  - 2019 Senior Pan American Championships medalist

- April 2019 Senior Men’s Freestyle U.S. Open Championships - top 7 place finishes per weight class
    - i. Winners of each of the six (6) Olympic weight categories contested at the 2019 Senior Men’s Freestyle U.S. Open Championships will receive either an automatic berth to finals at the World Team Trials Challenge Tournament or to the Final X (see a. and b. below).
      - a. If there is no 2018 Senior Men’s Freestyle World Championship medalist at the weight being contested, the 2019 Senior Men’s Freestyle U.S. Open Champion will advance directly to the Final X.
      - b. If there is a 2018 Senior Men’s Freestyle World Championship medalist at the weight being contested, the 2019 Senior Men’s Freestyle U.S. Open Champion will advance to the World Team Trials Challenge Tournament finals.
  - May 2019 Northeast Regional - the highest placed Men’s Freestyle USA athlete per weight category winning a medal who has not already qualified will earn a spot in the 2019 World Team Trials Challenge Tournament
- 2) The finals of the World Team Trials Challenge Tournament is a best-of-three series.
  - 3) The winner of the World Team Trials Challenge Tournament will advance to the Final X.
  - 4) True Third: if the 2<sup>nd</sup> and 3<sup>rd</sup> place finishers from the World Team Trials Challenge Tournament did NOT meet each other in the challenge tournament, they will wrestle one match at the end of the World Team Trials Challenge Tournament.

**Final X: June 8, 2019 @ Piscataway, NJ (top 2 athletes: 65kg, 79kg\*, 86kg, 92kg\*, 125kg)**

**June 15, 2019 @ Lincoln, NE (top 2 athletes: 57kg, 61kg\*, 70kg\*, 74kg, 97kg)**

- 5) Automatic Berth to the Final X: athletes who medaled in the 2018 Senior Men’s Freestyle World Championships at the weight being contested will receive an automatic berth to the Final X. In weights without a 2018 Senior Men’s Freestyle World Championship medalist, the 2019 Senior Men’s Freestyle U.S. Open champion will receive an automatic berth to the Final X at that respective weight. Any athlete who receives an automatic berth will face the World Team Trials Challenge Tournament Champion in a best-of-three series for the 2019 Pan American Games Team spot.
- 6) Delays or Replacement Due to Injury or Illness
  - Only a 2018 world medalist who earned an automatic berth into the Final X may request a medical delay for competing in the final wrestle-off (that is, request their event/weight category in the Final X to be postponed).
    - i. If a delay is granted, the Men’s Freestyle National Coach with the two athletes involved shall determine the date for conducting the final wrestle-off in order to make the selection to the 2019 Pan American Games Team. If an agreement cannot be reached by the two athletes involved, then the Men’s Freestyle Sport Committee will determine the date and place for the final wrestle-off, which must be held prior to the sport entry deadline.

- The request for delay must occur at least 48 hours prior to the scheduled weigh-in time for the Final X. No request for delay will be allowed if requested after this time.
- The request must be submitted in writing to the respective Sport Committee Chair for review, to include a written certification of the injury or illness from a USA Wrestling-approved medical doctor. USA Wrestling’s approval of a medical doctor will not be unreasonably withheld.
- The request will be granted if a certified medical doctor’s note is provided within the appropriate timeframe.
- If a 2019 Pan American Games Team member at any weight is incapacitated after the World Team Trials and prior to the 2019 Pan American Games, the Sport Committee shall assign the Pan American Games Team spot to the next-ranked wrestler at the weight in question down to the fifth-ranked wrestler from the World Team Trials; provided the next-ranked wrestler is able to make the weight and is substantially completing the requirements of 2019 Pan American Games Team training (see Section 9).
  - i. For the purposes of this provision, the term ‘incapacitated’ shall mean an athlete has an injury or illness, as certified by USA Wrestling medical staff, which inhibits peak performance at the Pan American Games.

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

The 2019 Pan American Games Team will be comprised of a maximum of six athletes – one athlete within each of the six Olympic weight categories (57kg, 65kg, 74kg, 86kg, 97kg, 125kg). The 2019 Pan American Games Team will be determined based on results at the 2019 Final X world team trials events.

## **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 entry by name to the Local Organizing Committee by the USOC, USA WRESTLING has jurisdiction over potential nominees.

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

- 3.1.1. Voluntary withdrawal. Athlete must submit a written letter to USA WRESTLING 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. Failure to participate in Mandatory Training and/or Competition as defined in Section 9 of these procedures.
- 3.1.4. Violation of USA WRESTLING's Code of Conduct (Attachment A).

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per USA WRESTLING's Bylaws, Section 11 (<https://content.themat.com/forms/Bylaws.pdf>), and the USOC's Bylaws, Section 9.

Once athlete entries have been submitted to the Local Organizing Committee by the USOC, the USOC has jurisdiction over the Team, at which time, in addition to any applicable NGB/HPMO 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:

<https://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman/Games-Info/Athlete-Conduct>  
<http://www.teamusa.org/Footer/Legal/Governance-Documents>

- 3.2. 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:
  - 4.1.1. prior to submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

If a replacement athlete is needed, USA Wrestling will work down the final trials events results in rank order.
  - 4.1.2. after submission of Entries by Name to the Local Organizing Committee, including any applicable group or committee:

Refer to 4.1.1.

## **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 Pan American Games and are included as attachments:

2018-2019 USA Wrestling National Team Agreement (Attachment B)

## **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. NGB/HPMO Web site:

<https://www.teamusa.org/usa-wrestling/team-usa/team-selection-criteria>

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

## **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 17, 2019**

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

The date of the 2019 Pan American Games camp has yet to be determined. The Team will be required to attend and participate in the Team Training Camp as determined by the National Coach. The schedule will be worked out through the Men's Freestyle National Coach.

## **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:

### Men's Freestyle Sport Committee:

J.D. Bergman, OH – Athlete  
Jordan Burroughs, NE – Athlete  
Sam Julian, PA – USWOC  
Teague Moore, DC – JOWC  
Coleman Scott, NC – Athlete  
Kerry McCoy, MD – Elected

Sean Bormet, MI - Coaches Council  
Dave Foxen, NY - Federation of Clubs  
Jamill Kelly, CA – Appointed  
Mark Reiland, IA - Elected, 1st Vice President  
Greg Strobel, PA - Chairperson, Elected  
Bill Zadick, CO – National Team Head Coach

## 12. NGB/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USA WRESTLING Bylaws and Grievance Procedures can be found at:

<https://content.themat.com/forms/Bylaws.pdf>

## 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.

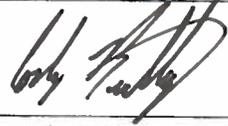
## 14. ATHLETE OMBUDSMAN

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 [ombudsman@usathlete.org](mailto:ombudsman@usathlete.org)
- <http://www.teamusa.org/Athlete-Resources/Athlete-Ombudsman>

## 15. NGB/HPMO 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
NGB/HPMO President or CEO/Executive Director	Rich Bender		2/11/19
National Teams High Performance Manager	Cody Bickley		2-11-19
USOC Athletes' Advisory Council Representative*	Anthony Ramos		2/12/19

\* 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/HPMO, 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/HPMO 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.

ATHLETE OMBUDSMAN
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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 \_\_\_\_\_ 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. BACKGROUND**

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 United World Wrestling (UWW), the international governing body of wrestling, and has agreed and is obligated to abide by the rules and regulations of UWW.

3. Wrestler is a wrestler who is eligible to compete in competitions sponsored and/or sanctioned by USA Wrestling or UWW. 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. COMMITMENT**

Wrestler agrees to train and compete as a member of the National Team by 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 2018 World Team Trials through 10:00 p.m. of the last day of the 2019 World Team Trials. Wrestler's eligibility for monthly stipends begins the month following the 2018 World Team Trials and ends the last day of the month when Wrestler's 2019 World Team Trials are contested, provided Wrestler is in compliance with the terms of this Agreement and continues to meet the requirements as set forth in Section IV below.

**IV. BASE ALLOWANCE:**

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.

The National Coach will provide athletes with monthly stipend 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 and Executive Director of USA Wrestling will approve and sign the National Team Wrestler Agreement.

For purposes of this Article on Base Allowance, as well as Article V on Performance and Participation Bonuses, it is understood that if Wrestler intends to maintain his or her eligibility to participate in NCAA wrestling activities (or any other wrestling activities, collegiate or otherwise, where eligibility rules may limit or prohibit Wrestler's receipt of financial benefits), then the ability of Wrestler to receive financial benefits described in this Agreement, and USA Wrestling's obligation to pay such financial benefits, may be limited or prohibited.

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

See Appendix A for performance bonus structure

\*All bonus payments are contingent on USA Wrestling obtaining adequate funding.

## **VI. WRESTLER COMMITMENT AND CONSEQUENCES FOR VIOLATION**

1. Wrestler agrees to the following:

- (a) To comply with the USA Wrestling, National Team, and any applicable USOC Code(s) of Conduct.
- (b) To abide by USA Wrestling Contractual Agreements (as referred to in Article X of this Agreement) and any Wrestler Contractual Agreements to which Wrestler is a party (as referred to in Article XI of this Agreement).
- (c) To abide by applicable constitutions, bylaws, rules, regulations, and policies and procedures of USA Wrestling, USOC, IOC, and UWW, as well as of WADA and USADA pertaining to anti-doping and of the U.S. Center for SafeSport pertaining to safe sport.
- (d) To immediately inform USA Wrestling of any change of address and telephone number.
- (e) To notify USA Wrestling when Wrestler's training or competition schedule needs adjustment.
- (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. Failure to abide by any of the foregoing commitments shall be grounds for removal of Wrestler from the National Team, withholding payments pertinent to this Agreement, termination of this Wrestler Agreement, or other disciplinary action by USA Wrestling. Contractual obligations of USA Wrestling to Wrestler shall terminate upon the date of such removal.

3. 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.

4. 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 apparel as a member of the National Team - 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.

5. 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 standards, then a special wrestle-off for the World Team/Olympic Team will be conducted.

**VII. TRAINING, COMPETITION, AND TRAVEL POLICY**

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 shall maintain a training and competition log and submit a copy to USA Wrestling upon request.

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.

4. In situations that USA Wrestling is to pay the travel costs for Athlete, the following policies will apply:
- (a) The maximum amount paid for travel will be the cost of lowest available airfare with all applicable discounts and stayovers considered, or the round-trip mileage at prevailing IRS guidelines, whichever is less.
  - (b) All travel arrangements are to be requested no less than 21 days prior to departure, unless circumstances do not reasonably allow such advance notice.
  - (c) In all cases, it is expected that Athlete will provide departure and return information within 24 hours of request by USA Wrestling travel coordinators. Athlete's failure to respond in a timely manner may result in Athlete responsibility for increased ticket prices.
  - (d) If Athlete wishes to choose a flight that exceeds the lowest available airfare, Athlete may pay the difference in fare for the desired flight.

#### **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. The schedule and terms for appearance(s) shall be arranged by the National Team Staff or designated USA Wrestling official and communicated in advance to Wrestler.

#### **IX. RETIREMENT**

Once Wrestler determines his or her retirement, Wrestler 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. RELEASE AND GRANT OF PERMISSION: LICENSING, SPONSORSHIP, FUNDRAISING, APPEARANCES, AND PROMOTIONAL ACTIVITIES**

1. **Definitions.** For the purposes of this section, the following terms have special meaning and the definitions indicate below:

**“Athlete-Featuring”** means an image in which a particular athlete is identifiable and prominently depicted, in the context of whatever else is depicted in the image. Such an image might depict the athlete alone or with one or more other people. When used in connection with the brand of a company, product, or service, a reasonable person may infer that the athlete endorses or is affiliated with that company, product or service.

**“Team-Featuring”** means an image depicting an athlete or athletes, which is not Athlete-Featuring but represents the National Team in any fashion. When used in connection with the brand of a company, product, or

service, a reasonable person may infer that USA Wrestling and/or the National Team (rather than any particular athlete) endorses or is affiliated with that company, product or service.

2. 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, media, 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 such use is of a Team-Featuring image and not an Athlete-Featuring image unless USA Wrestling has the prior written permission of Wrestler for use of the Wrestler's Athlete-Featuring image – i.e., 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 that are Team-Featuring. Wrestler acknowledges that footage from all USA Wrestling events is the exclusive property of USA Wrestling or any broadcast 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 XI of this Agreement.

3. Wrestler designates USA Wrestling as the exclusive bargaining agent for all purposes contemplated in paragraph 2 of this Article X. 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 in the form of Team-Featuring images as a member of the National Team (such third-party agreements shall hereinafter be referred to as "USA Wrestling Contractual Agreement(s)"). Subject to applicable limitations on use of Wrestler's image, 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 and/or for Athlete-Featuring Images of Wrestler).

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

5. 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.

6. No use as contemplated in subparagraph 2 above shall be made which is not in conformity with the eligibility requirements of the Sports Act or the UWW, IOC or USOC constitution, bylaws, rules or regulations.

7. 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.

8. 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.

9. 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 X, paragraphs 2 through 7, of this Agreement.

## **XI. 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 and for Athlete-Featuring images (such third-party agreements shall hereinafter be referred to as "Wrestler Contractual Agreements").

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) Wrestler may not use or authorize the use of USA Wrestling's name, design, uniform, or logo for purposes of trade, including any use in a manner that would express or imply an endorsement of any company, product, or service by USA Wrestling or the National Team, without USA Wrestling's express written permission.
- (c) 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.
- (d) Wrestler Contractual Agreements must be in compliance with any applicable requirements of the Sports Act or the UWW, 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.

## **XII. UNIFORMS AND EQUIPMENT**

1. **Definitions.** For the purposes of this section, the following terms have special meaning and the definitions indicate below:

**"National Team Member"** and **"Wrestler"** means an athlete who: (a) is ranked in the top three of his or her respective weight category; (b) has signed the National Team Wrestler Agreement; and (c) is in good standing with regard to said Agreement.

**"National Team Events"** and **"Appearances where Wrestler is representing the National Team"** means the following events and/or activities:

- (a) World Championships, Olympic Games, Pan American Championships, and Pan American Games.
- (b) Tours, dual meets, and events where USA Wrestling pays all or part of Wrestler's expenses. This may include travel expenses, entry fees, lodging or other costs associated with participation in the event.
- (c) Domestic and International Tours, dual meets, and other events where Wrestler travels as part of the official USA Wrestling delegation.
- (d) Any activity for which USA Wrestling provides an honorarium to Wrestler for participation. This includes speaking engagements, clinics, fundraising engagements, and other paid appearances.

- (e) Promotional or fundraising events where Wrestler is representing USA Wrestling or the National, World, or Olympic Team. This may include post- or pre-Championship and post- or pre-Olympic tours, donor functions, or other promotional activities.
- (f) Press conferences and media interviews in conjunction with National Team Events listed in a through e, above.

Examples of **“Non-National Team Events”** and **“Appearances where Wrestler is not representing the National Team”** are:

- (a) Self or club-funded international events (e.g. Bill Farrell International, Dave Schultz Memorial International, or overseas tours) where Wrestler is not traveling as part of the official USA Wrestling delegation **and** USA Wrestling has not funded all or part of the expenses associated with participation in the event.
- (b) Self or club-funded domestic events (e.g. U.S. Open, USA Wrestling Regional Competitions, or local wrestling competitions).

**“Duration of the National Team Event”** means the time between arrival at and departure to / from the competition site, venue, or location of the National Team Event or Appearance where Wrestler is representing the National Team (e.g. upon leaving and arriving back at the team bus or the team hotel if traveling on foot).

**“USA Wrestling provided equipment and apparel”** is equipment and apparel provided by USA Wrestling or its suppliers to National Team Members, including but not limited to: uniforms, warm-up suits, hats, duffel bags, travel and casual wear, and luggage.

**“Specialized Equipment”** means items of apparel and equipment, approved by the United States Olympic Committee (USOC) used by an athlete in the course of participation in a competition, which have a material effect on the performance of the athlete due to the specialized characteristics of the item.

**“Wrestling shoes”** means footwear used for wrestling practice and competition that are considered Specialized Equipment under policies adopted by the USOC.

## 2. **National Team Member Equipment and Apparel Requirements**

National Team Members are required to wear equipment and apparel provided by USA Wrestling for the duration of all National Team Events and Appearances where Wrestler is representing the National Team and may not wear any other such equipment or apparel during these periods. This requirement is not in place at non-National Team events or appearances where Wrestler is not representing the National Team.

### 3. **Wrestling Shoes and Specialized Equipment**

- (a) National Team Members 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 for use in practice and competitions.
- (b) Regardless of any shoe contract that a National Team Member may have, that Wrestler is required to wear the equipment and apparel provided by USA Wrestling at all events where that Wrestler represents the National Team. Failure to follow requirements listed in this section will cause action to be taken in accordance with Section VI.4(d) of this Agreement.

### 4. **Number one ranked wrestlers who wear Nike wrestling shoes and socks provided by APS in the 2018 Senior World Championships will receive a bonus, based on performance at the World Championships. This bonus structure is outlined in Appendix A and will be paid on a schedule determined by USA Wrestling and National Team Sponsor.**

**This bonus does not apply to athletes under contract with APS or Nike.**

### 5. **Prohibition on Alterations of Images and Video**

National Team Members (or anyone the National Team Member authorizes to post on their behalf), may not alter the images and video they collect, or provided to them, at National Team Events with regard to corporate signage, athlete uniforms, and other graphic elements in the field of play and within the arena. Athlete understands

and acknowledges that such alteration is a violation of this Agreement, and may constitute a violation of the federal Lanham Act.

### **XIII. ABUSIVE BEHAVIOR**

1. Anti-Doping Standards. 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, policies, regulations and/or protocols of USA Wrestling, UWW, 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 National Team Code of Conduct and/or By-Laws. In consideration for financial and other 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 protocols, policies, rules and regulations of USA Wrestling, UWW, the USOC, USADA, WADA and the IOC, including the results management authority and processes of those organizations. 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 National Team Code of Conduct and the USOC Code of Conduct.

2. Safe Sport Standards. Wrestler acknowledges, understands and agrees that (a) he or she will adhere to and be bound by all applicable safe sport rules, policies and procedures established by USA Wrestling and the U.S. Center for SafeSport and that (b) engaging in "Abuse and Harassment", as those terms are now or hereafter defined under applicable codes, policies, rules, and/or protocols of USA Wrestling and the U.S. Center for SafeSport, 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 National Team Code of Conduct and/or By-Laws of USA Wrestling and/or the policies and procedures of the U.S. Center for SafeSport. In consideration for financial and other benefits under this Agreement, Wrestler submits to the jurisdiction of the U.S. Center for Safe Sport for the resolution of any alleged violations of the rules, policies and procedures of the U.S. Center for SafeSport, as may be amended from time to time. 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 National Team Code of Conduct and the USOC Code of Conduct.

### **XIV. 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 UWW guidelines. National Team wrestlers must be citizens of the United States and must be eligible to represent the USA in UWW recognized international competitions.

### **XV. 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.

### **XVI. 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.

### **XVII. 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, procedures of the U.S. Center for SafeSport, or the Sports Act, including notice and opportunity to be heard before any declaration of ineligibility, and subject to any other provisions of this Agreement pertaining to discipline of Wrestler, if Wrestler violates any term or provision of this Agreement or National Team rules, Wrestler 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, the USOC, USADA or the U.S. Center for SafeSport shall be final and binding, subject to the rights of Wrestler, if available under the circumstances, under Section 9 of the USOC Bylaws and the Sports Act, to go to arbitration in accordance with the rules of the American Arbitration Association. 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.

#### **XVIII. INJUNCTIVE RELIEF**

If a Wrestler violates or threatens to violate the limitations of Articles X and/or XI of this Agreement, 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 Articles X and/or XI of this Agreement.

#### **XIX. 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, UWW, 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.

#### **XX. 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 XII terminate on the date of release.

#### **XXI. 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.

#### **XXII. 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 or agents (including the USOC Athlete Ombudsman).

#### **XXIII. 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.

**XXIV. 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.

**XXV. 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.

**XXVI. 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 DR  
Colorado Springs, Colorado 80918

Wrestler:  
Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**XXVII. RIGHT TO REVIEW**

Wrestler acknowledges that he or she has had adequate opportunity and time to review this Agreement prior to signing it.

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

\_\_\_\_\_  
Wrestler (Printed Name)

\_\_\_\_\_  
Wrestler (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director (Signature)

\_\_\_\_\_  
Date