

**ATHLETE GAMES FORMS**  
**2012 Paralympic Games**  
**United States Olympic Committee**

**PART I - INTRODUCTION**

The U.S. Delegation consists of a) Athletes, b) Guides, c) Coaches, d) Games Staff, e) USOC Employees, and f) Executives, Guests and Dignitaries. These forms are for Athletes. Completing these forms does not ensure that you will become part of the U.S. Delegation.

There are six parts to these Games Forms. They are:

**Part I** – Introduction

**Part II** – Code of Conduct

**Part III** – Grievance Procedures

**Part IV** – General Release

**Part V** – Signature Page

**Part VI** – Attachments

- Attachment A to the Code, which requests that you list all anti-doping rule violations or charges and all criminal convictions, indictments or charges.
- Attachment B to the General Release, which requests that you list all medical health insurance and beneficiary information.

Please read each Part thoroughly. You must complete Attachments A and B.

You will be completing these Games Forms electronically and by providing your electronic signature you are affirming that any responses given are truthful and accurate and that you have read and agree to the terms mentioned in each Part of these Games Forms

Thank you.

## **PART II - CODE OF CONDUCT**

### **INTRODUCTION**

Membership on the United States Paralympic Team (Team) competing in the 2012 Paralympic Games (Games) is an honor. It is a distinction few achieve and an accomplishment universally recognized. I understand that the United States Olympic Committee (USOC) sends the Team to the Games. It is in that context that I make the pledge set forth below to the USOC.

### **ATHLETE PLEDGE**

I pledge to uphold the spirit of this Code of Conduct (Code), which offers a general guide to my conduct as a member of the Team. I hereby acknowledge that I have been informed that the attached Grievance Procedures and the USOC Bylaws provide me with the right to a hearing if my opportunity to participate is denied for any reason or if I am charged with any violation of the Code.

By signing the Code, I (1) accept nomination and, if accepted, selection to the Team, (2) agree to abide by this Code and the attached Grievance Procedures, which will be used by the USOC to resolve any alleged violations of the Code, (3) agree to submit to the USOC any dispute that arises in relation to the submission of my name as an official entry by the USOC to the London Organizing Committee for the 2012 Olympic and Paralympic Games (LOCOG) which will be resolved pursuant to the Grievance Procedures, and (4) acknowledge that violations of the Code can be based on conduct occurring prior to my selection to the Team.

I have familiarized myself with the Code and understand that acceptance of its provisions as written is a condition of my selection to the Team. **THIS CODE OF CONDUCT MUST BE COMPLETED IN AN UNALTERED FORM IN ALL APPLICABLE PLACES IN ORDER FOR AN INDIVIDUAL TO BECOME A MEMBER OF THE TEAM.**

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

- have abided by all rules related to the Team selection procedures as determined by U.S. Paralympics, or by my Paralympic Sports Organization (“PSO”) or National Governing Body (“NGB”), as appropriate, and approved by the USOC;
- 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 submit to a physical examination by USOC medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team;
- will not commit a doping violation as defined by the International Paralympic Medical and Anti-Doping Code, World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA), my International Federation (IF) or International Sports Organization (ISO), as appropriate, or USOC rules;
- am not currently serving a suspension because of an anti-doping rule violation and have no pending or unresolved anti-doping rule violation, except as I have listed on Attachment A, and I understand that such suspension, or pending or unresolved anti-doping rule violation may be cause for my not being selected to the Team (Attachment A is located at the end of the Games Forms);
- 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;
- will not participate or assist in any gambling or betting activities associated with any event related to the Games;
- have never been convicted of violating a criminal law and have no pending indictment or a pending charge, except as I have listed on Attachment A (except for misdemeanors, which, if known, would not be a factor in my selection as a Team member or convictions as a minor which have been legally sealed), and I understand that such conviction, indictment or criminal charge may be cause for my not being selected to the Team;
- am eligible to compete under the rules of the International Paralympic Committee (IPC), my IF or ISO, as appropriate, and U.S. Paralympics, or my PSO or NGB, as appropriate;
- am in possession of a valid USA passport that will not expire prior to six months following the Closing Ceremony of the Games;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance, including, by way of example, violating established curfews;
- will respect the property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and will not engage in any form of discriminatory behavior or verbal, physical or sexual harassment or abuse;

- will follow NGB rules pertaining to my sport, including by way of example, rules regarding curfew and required attendance at team meetings;
- will follow USOC Team rules, including by way of example, rules regarding consumption of alcoholic beverages;
- will abide by the rules governing my sport, including the technical and other rules of my IF, and accordingly authorize the USOC, including members of the U.S. Delegation, to file protests and appeals on my behalf at the Games (this authorization in no way obligates the USOC, or members of the U.S. Delegation, to file such protests or appeals on my behalf);
- will abide by the IPC Charter currently in force and, in particular, with the provisions of the IPC Charter regarding eligibility for the Games, and rules concerning allowable trademark identification (1) on clothing and equipment worn or used at the Games and (2) on my body such as visible tattoos;
- will in-process and out-process with the USOC in conjunction with my sport, and will attend any USOC pre-briefing or post-briefing sessions, unless granted written authorization by the USOC Chef de Mission, or his or her designee;
- am aware that USOC sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, I will wear designated USOC apparel at (1) all official Games functions and events, including Opening, Closing and Medal Ceremonies (with the understanding that, in instances where medals are awarded at the venues immediately following a competition, the USOC will consider waivers of this requirement on a case by case basis); and (2) at media events (including press conferences) hosted by the USOC, IPC or LOCOG; I also understand that the USOC strongly encourages me to wear designated USOC apparel whenever possible, and that I will be expected to wear designated USOC apparel at USOC hospitality functions;
- will not conceal or cover-up any USOC sponsor, supplier or licensee brand or other identification appearing on my delegation apparel during Opening, Closing or Medal Ceremonies or at any other function or event where designated USOC apparel is required;
- will not use, or authorize the use of my name, person, image, picture, voice, or any of my sports performances for advertising or promotional purposes during the Games period without the prior written consent of the USOC;
- will not use or authorize the use of the following items for the purpose of trade, without the prior written consent of the USOC (which consent shall not be unreasonably withheld) (1) photographs, films, videos, or other images of myself in the apparel or equipment provided by the USOC for the Games; (2) photographs,

films, videos, or other images of myself from the Games; (3) any Games medals; and (4) photographs, films, videos, or other images of myself with any Games medals;

- will not act as a journalist, media liaison or in any other media capacity during the period of the Games;
- will attempt to participate in media and sponsor-related activities if compatible with my training and competitive schedule, when requested by the USOC Chef de Mission, or his or her designee;
- will act in a way that will bring respect and honor to myself, my teammates, the USOC, U.S. Paralympics, my PSO or my NGB, as appropriate, the United States and the Games;
- understand that if I require legal representation because I am accused of a doping violation or am accused of criminal misconduct, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of all such legal fees and expenses;
- will cooperate with the USOC and my NGB in any proceeding involving my finish result or medal award in which the USOC is a party or is asked by IPC or my IF to provide information, but also understand that the USOC is not obligated to bring, become a party to or represent me in a proceeding involving my finish result or medal award, and further understand that if I wish to bring on my own proceeding or to participate individually in such a proceeding, I will be responsible for securing the services of an attorney and for payment of all legal fees and expenses involved; and
- will remember that at all times I am an ambassador for my sport, my country and the Paralympic Games Movement.

## **PART III - GRIEVANCE PROCEDURES**

### **INTRODUCTION**

These Procedures shall be followed in (1) disputes concerning the USOC's submission of official entries to the London Organizing Committee for the 2012 Olympic and Paralympic Games (LOCOG) and (2) grievances concerning Code of Conduct (Code) violations. These Procedures are a component of the Code and are established to ensure a fair and impartial procedure for the hearing of all such disputes and grievances. Disputes concerning an individual's selection and nomination to the USOC by an NGB for participation in the 2012 Paralympic Games (Games) shall be conducted pursuant to Section 9 of the USOC Bylaws.

### **JURISDICTION**

Any Complaint filed under these Procedures must be filed within 60 days of the Closing Ceremony of the Games.

An individual does not have standing to file a Complaint under these Procedures if the claim:

- 1) involves an anti-doping rule violation that has previously been adjudicated against the individual by the United States Anti-Doping Agency;
- 2) involves the final decision of a referee (any individual with discretion to make field of play decisions) during a competition regarding a field of play decision (a matter set forth in the rules of the competition to be within the discretion of the referee), unless the decision is (a) outside the authority of the referee to make or (b) the product of fraud, corruption, partiality or other misconduct of the referee;
- 3) involves an individual's selection and nomination to the USOC by an NGB for participation in the Games, which will be conducted pursuant to Section 9 of the USOC Bylaws;
- 4) involves a dispute concerning start rights at the Games, which will be addressed by the Games Administrative Board; or
- 5) involves an individual's finish result or medal award.

### **FILING A COMPLAINT**

The following individuals shall have the authority to file a complaint under these Procedures:

- 1) an athlete, coach, trainer, manager, administrator or official who was not submitted by the USOC as an official entry to LOCOG, but who believes that he or she should have been; and
- 2) the USOC Chef de Mission, the USOC Chair of the Board, the USOC Chief Executive Officer (USOC CEO), a team leader of the Team, an athlete member of

the Team, or a coach of the Team who believes that a violation of the Code has occurred.

A Complaint filed pursuant to these Procedures shall be in writing and signed by the Complainant. It shall be filed with the USOC CEO, or his/her designee, with a copy to the USOC General Counsel. The Complaint may be filed by hand, mail, overnight courier, facsimile or electronic mail. To ensure delivery and have proof of filing, the Complainant must request and receive a written notice from the USOC CEO, or his/her designee, confirming receipt of the Complaint.

The Complaint shall set forth:

- 1) the names of the parties (the Complainant and Respondent);
- 2) the jurisdictional basis of the Complaint;
- 3) a concise statement of the factual allegations, including the basis upon which (a) the Complainant was denied selection to or participation in the Games, or (b) the Respondent has violated the Code;
- 4) the names of all persons that may be adversely affected by the Complaint; and
- 5) the relief sought.

A person notified of a filing of a Complaint who may be adversely affected under these Procedures shall have the option to participate in an arbitration before the American Arbitration Association (AAA) as a party. A person so notified shall be bound by the decision of the Arbitrator regardless of the person's decision to participate.

### **PROCESSING THE COMPLAINT**

Upon receipt of the Complaint, the USOC CEO, or his/her designee, shall promptly:

- 1) send the Complainant written notice confirming receipt of the Complaint;
- 2) send to any individual or organization who is named by the Complainant, or that the USOC determines may be adversely affected, a copy of the Complaint, an invitation to respond in writing to the Complaint, and a copy of these Procedures; and
- 3) notify the USOC Chef de Mission, the Chair of the USOC Athletes' Advisory Council, all affected NGB Team Leader(s), the USOC Delegation Director, and the USOC Athlete Ombudsman of the Complaint and provide them with a copy of the Complaint.

### **INVESTIGATION OF THE COMPLAINT**

Upon receipt of the Complaint, the USOC CEO, or his/her designee, shall cause an investigation to be made as to the allegations set forth in the Complaint.

The undersigned hereby agrees to fully cooperate in the investigation described above, including by facilitating the collection of all relevant documents and participating in

interviews. Failure to cooperate may be commented upon, and form the basis for an adverse determination, at any hearing.

### **RESOLUTION OF THE COMPLAINT**

Following submission of the Complaint, the USOC CEO, or his/her designee, shall attempt to resolve the dispute to the satisfaction of the parties. Any agreed-upon resolution must include the written acknowledgment by the parties of that resolution. An athlete may consult with the USOC Athlete Ombudsman at any time.

### **GAMES ADMINISTRATIVE BOARD HEARING**

In disciplinary matters arising out of the Code, the Games Administrative Board shall hear the Complaint. In such cases, the USOC shall notify the parties of the hearing date, time and place. The Complainant shall be afforded an opportunity to be heard and to present any evidence or argument in support of the Complaint. The Respondent shall be afforded an opportunity to be heard and to present any evidence or argument in the Respondent's defense. The Games Administrative Board shall inform the parties of its decision in writing. The Games Administrative Board may impose any penalty it considers appropriate, including those penalties listed in these Grievance Procedures. The Respondent may appeal any decision made by the Games Administrative Board to the AAA.

Notwithstanding the above, the Respondent may bypass the Games Administrative Board hearing and file a demand immediately with the AAA.

### **AAA HEARING**

A party to the dispute may at any time file a claim with the AAA for resolution, except that in disciplinary matters, only the Respondent may file a claim with the AAA. An Arbitration brought pursuant to these procedures shall be conducted according to the Commercial Rules of the AAA, as modified, if at all, in accordance with the Ted Stevens Olympic and Amateur Sports Act. The AAA Rules shall be readily available from the USOC Chef de Mission, the USOC CEO, or his/her designee, the USOC Athletes' Advisory Council athlete representatives at the Games and the USOC Athlete Ombudsman. If notified, the undersigned hereby agrees to appear and testify at any hearing conducted pursuant to these Procedures. Any hearing before the AAA shall be de novo.

### **DECISION**

The AAA Arbitrator shall provide a written decision setting forth the reasons for the Arbitrator's decision. The Arbitrator shall send the decision to the parties and to the USOC CEO. The decision may be made public and be published on the USOC's website.

The decision of the Arbitrator shall be final and binding on all parties.

The USOC Athlete Ombudsman shall be available to answer questions regarding athlete rights.

### **PENALTIES**

The Arbitrator, after consulting with the USOC or others of the Arbitrator's choosing, may impose any penalty deemed appropriate for a Code violation, including, but not limited to:

- 1) expulsion from the Team and mandated return home or away from official Team areas, regardless of whether or not the Team member's competition has taken place;
- 2) recommendation to U.S. Paralympics, or my Paralympic Sports Organization (PSO) or National Governing Body (NGB), as appropriate, and the USOC of the loss of privilege to participate in future Olympic, Paralympic, Pan American, and Parapan American Games, as well as other USOC sponsored events;
- 3) denial of funding from the USOC Athlete Support Programs or other USOC sponsored programs for which the Team member may be eligible;
- 4) restriction of the Team member to his/her room or other controlled area(s);
- 5) return of the Team member's equipment, uniform and all other attire provided as a part of the Team;
- 6) performance of a specified task or tasks, such as a formal written and/or oral apology or restitution;
- 7) denial of the privilege to march or otherwise participate in Opening and/or Closing Ceremonies; and
- 8) revocation of Athletes' Village visitor privileges.

## **PART IV - GENERAL RELEASE**

**This General Release Form must be read and agreed to in unaltered form before the participant is allowed to participate at the 2012 Paralympic Games or to take part in any travel, training, competition, meeting or testing sessions as a member of the U.S. Delegation. By signing Part V (Signature Page) of the Games Forms, I affirm that I have read, understand and am bound by this General Release Form.**

### **AUTHORIZATION FOR SERVICES**

I hereby give consent for the United States Olympic Committee (USOC) to provide me with medical care and treatment and emergency medical services associated with participation in the 2012 Paralympic Games. Additionally, I hereby agree if I elect to obtain any of these services or treatments from any sources other than those provided, or approved by the USOC, I shall accept full and complete responsibility, including any financial obligations.

I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating as a member of the U.S. Delegation at the 2012 Paralympic Games.

### **INSURANCE**

The USOC maintains an accident policy that provides accidental medical and accidental death and dismemberment benefits (subject to policy terms and conditions) for all registered athletes and members of the U.S. Delegation. All benefits are payable on an EXCESS BASIS. This means any other insurance – your personal policy, an employer policy, a parent’s policy, etc. – under which you have coverage must first pay or deny payment on each bill before the USOC insurance will consider payment. The maximum benefit amount for accidental medical benefits is \$25,000 subject to a \$250 per incident deductible; the maximum benefit amount for accidental death and dismemberment is \$250,000.

Coverage under this accident policy commences at the time the person leaves his/her residence, place of employment, training site, or such similar location, whichever occurs last, for the immediate purpose of joining the U.S. Delegation. Coverage continues until such time as an individual returns to his/her residence, place of employment, training site, or such similar location, provided that the individual proceeds directly from the Games site to such destination. Otherwise, coverage is terminated once an individual’s responsibilities at the Games are concluded.

The USOC also secures travel insurance for most members of the U.S. Delegation including Athletes, Guides, NGB Coaches, USOC Board members, Games staff and USOC employees. Coverage does not apply to spouses and guests. However, such coverage is offered through USOC’s insurer, FrontierMedex at a rate of \$3 per day. Coverage is valid while traveling more than 100 miles away from your permanent residence and provides medical and travel assistance services, as well as coverage for

emergency medical evacuation and repatriation of remains (subject to policy terms and conditions).

Benefits in the event of death will be paid to the insured person's estate, unless the below beneficiary information designating a beneficiary and his/her relationship to the insured person is filed with the USOC. Information concerning insurance coverage and beneficiary designation must be provided on Attachment B. Attachment B is located at the end of the Games Forms.

In the event I am not selected to be a part of the U.S. Delegation, I understand that I DO NOT have insurance afforded to the U.S. Delegation, even though I have completed these Games Forms.

### **MEDIA RELEASE AND LICENSE**

I hereby agree to be filmed, videotaped and photographed, and to have my name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, during the Games by the USOC, by the USOC's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USOC, under the conditions specified by the USOC, the International Paralympic Committee (IPC), or the London Organizing Committee for the 2012 Olympic and Paralympic Games (LOCOG) (the "Footage").

I hereby grant the USOC the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the Games and the specific competition(s) in which I compete, (3) promotion of the Team, and (4) promotion, of the USOC and the Olympic and Paralympic Movement (including an Olympic Network) in the United States, provided that, in no event may the USOC use or authorize the commercial use of the Footage in any manner that would imply my endorsement of any company, product, or service, without my written permission.

### **WAIVER AND RELEASE**

In consideration of my involvement at the 2012 Paralympic Games under the auspices of the United States Olympic Committee, I acknowledge, appreciate and agree that:

I risk bodily injury, including paralysis, dismemberment, disability and death, and while particular rules of the sport, equipment, and discipline may reduce this risk, this risk of injury does exist, as well as the risk of damage to or loss of property.

I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of the releasees or others.

I willingly agree to comply with the stated and customary terms and conditions for participation.

I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, hold harmless and promise not to sue the USOC, U.S. Paralympics, my Paralympic Sports Organization (PSO) or National Governing Body (NGB), and their respective sponsors, officers, volunteers, staff, and/or agents (all referred to as “releasees”), with respect to any and all such injury and loss arising from my participation, whether caused by the negligence of the releasees or otherwise, except that which is the result of gross negligence or willful misconduct of the releasees, to the fullest extent permitted by law.

READ ONLY

## **PART V - SIGNATURE PAGE**

**I have read the Code of Conduct, Grievance Procedures and General Release Forms and have completed Part VI Attachment A and Part VI Attachment B located at the end of the Games Forms. I attest that my responses to Part VI Attachment A and Part VI Attachment B are truthful and accurate. I fully understand and accept my responsibilities as a participant in the 2012 Paralympic Games. By providing my electronic signature below, I agree to the rules, guidelines, jurisdiction, procedures and releases stated in these documents. I further understand and agree that my electronic signature is my legal and binding signature.**

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Participant's Signature

Sport or Affiliation

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Participant's Name (Printed)

Date of Signature

### **PARTICIPANTS OF MINORITY AGE (Participants Under the Age of 18 as of Date of Signature)**

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Parent/Guardian's Signature

Relationship to Participant

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Parent/Guardian's Name (Printed)

Date of Signature

### **PARENT/GUARDIAN CERTIFICATION (For Participants Under the Age of 18 as of Date of Signature)**

This is to certify that I, as parent/guardian of \_\_\_\_\_, participating in the sport of \_\_\_\_\_ at the 2012 Paralympic Games, give my consent to the United States Olympic Committee and its medical representatives to obtain medical care from a licensed physician, hospital or clinic for the above mentioned athlete for injury or illness that could arise during activities at the 2012 Paralympic Games.

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Parent/Guardian's Signature

Relationship to Participant

I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an illness or injury incurred while my son/daughter/ward is participating as a member of the U.S. Delegation for the 2012 Paralympic Games.

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Parent/Guardian's Signature

Relationship to Participant

**PART VI**  
**ATTACHMENT A – CODE OF CONDUCT**

Name: \_\_\_\_\_

\_\_\_ I attest that I have no anti-doping rule violations or charges and no criminal convictions, indictments or charges to report.

\_\_\_ I am reporting the following i) anti-doping rule violations and charges and/or ii) criminal convictions, indictments and charges.

A. List of anti-doping rule violations or charges for which I am currently serving a suspension or which are pending or unresolved.

B. List of criminal convictions, indictments or charges

READ ONLY

**PART VI  
ATTACHMENT B – GENERAL RELEASE**

Name: \_\_\_\_\_

**PARTICIPANT'S MEDICAL/HEALTH INSURANCE:**

None  Personal  Parent or Spouse  Employment

\_\_\_\_\_  
Insurance Company Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Policy Holder's Name

**PARTICIPANT'S BENEFICIARY:**

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

(\_\_\_\_) \_\_\_\_\_  
Phone

READ ONLY