USA National Karate-do Federation

Code of Conduct and

Athlete Agreement

On this _____ day of _____, 20____, USA National Karate-do Federation, Inc. (USA-NKF) and _____, the undersigned Karate Athlete ("Athlete"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

ATHLETE PLEDGE

Athlete pledges to uphold the spirit of this Agreement (the "Code"), which offers a guide to his conduct as a member of the USA-NKF National Team (the "Team"). Athlete recognizes that this Code does not establish a complete set of rules which prescribes every aspect of appropriate behavior, but accepts these rules and further acknowledges that they will be held responsible for principles of humility, discipline and personal integrity which are the foundation of the Art of Karate. USA-NKF acknowledges that Athlete has a right to a hearing if Athlete believes that his opportunity to compete is denied or if Athlete is charged with a violation of this Code.

Athlete acknowledges that he has familiarized himself with the Code and understands that acceptance of its provisions is a condition of his selection to the Team.

TERM OF AGREEMENT

The term of this Agreement shall commence on the date first set forth above, and shall terminate upon the beginning of the immediate next relevant USA-NKF Team Trial.

AS A MEMBER OF THE TEAM, ATHLETE HEREBY PROMISES AND AGREES THAT ATHLETE:

- will abide by all rules related to the Team selection procedures and eligibility for The Team as set forth by USA-NKF;
- will act in a sportsmanlike manner consistent with the spirit of Karate-do, fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit Athlete to compete satisfactorily in USA-NKF training camps and National and International competitions designated by USA-NKF. Accordingly, Athlete agrees to train and compete as a member of the National Team and to fulfill the National Team training and competition program, including full-time participation in designated USA-NKF residency programs. Athlete agrees that (1) his unexcused failure to participate fully

in any designated training camp or competition or (2) his arrival at the official camp or competition weigh-in more than five (5) pounds overweight shall be cause for disciplinary action, which may include any or all of the following: (i) a reprimand; (ii) suspension from the Team; (iii) withholding of stipend payments; (iv) imposition of fines (including with respect to reimbursement of expenses incurred by USA-NKF); (v) removal of Athlete from the Team; (vi) termination of this Agreement; or (vii) any combination of the foregoing.

- will be responsible for apparel, protectors and equipment ("gear") issued to him by USA-NKF, and, to the extent that if replacement gear must be issued to Athlete because of Athlete's failure to properly maintain or account for previously issued gear, Athlete will pay USA-NKF's cost for providing such replacement gear and any fine imposed by USA-NKF;
  - Domestically – Athletes are able to choose their own protectors for competition as long as protectors are USA-NKF approved.
  - Internationally – Athlete may be required to utilize protectors provided by USA-NKF.
- will not commit a doping violation as defined by the International Olympic Committee (IOC), Pan American Sports Organization (PASO), World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA), the United States Olympic Committee (USOC) or the World Karate Federation (WKF) rules;
- is not currently subject to a doping violation penalty and does not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to Athlete, including, but not limited to, laws governing the possession and use of drugs and alcohol and provision or distribution of drugs to any person and of alcohol to minors;
- is eligible to compete under the WKF rules;
- will refrain from conduct detracting from Athlete's or Athlete's teammates' ability to attain peak performance;
- will respect the personal and public property of others;
- will respect members of the Team, other teams, spectators, coaches and officials, and will engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow the Team's rules, including, by way of example, dress codes and rules regarding curfew, required attendance at team meetings, practices or functions and other rules that may be imposed while Agreement is in effect, provided that these rules have been distributed to Athlete in advance in written form;
- is aware that USA-NKF's sponsors, suppliers and licensees provide critical support for the Team and, in recognition of this fact, will wear designated USA-NKF apparel at all official Team functions and events;
- will not conceal or cover-up any USA-NKF sponsor, supplier or licensee brand or other identification appearing on Athlete's USA-NKF apparel;
- agrees to be filmed and photographed by the official photographer(s) and network(s) of USA-NKF under conditions authorized by USA-NKF and to give event organizers and USA-NKF the right to use his name, picture, likeness, and biographical information before, during and after the period of Athlete's participation in these activities to promote USA-NKF, amateur karate or the success of any USA-NKF

team; provided that in no event may USA-NKF or the event organizers use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's written permission;

- will not use or authorize the use of photographs, films or videos of Athlete in USA-NKF apparel or equipment or the use of the USA-NKF logo for the purpose of trade, without the prior written consent of USA-NKF, which consent shall not be unreasonably withheld;
- will represent USA-NKF in public relations and fundraising efforts as reasonably requested by USA-NKF;
- will abide by the constitution, by-laws, rules and regulations of USA-NKF, the USOC, the IOC, WKF, PASO and the United States Anti-Doping Agency;
- will act in a way that will bring respect and honor to Athlete, his teammates, USA-NKF and the United States; and
- will act in accordance with the knowledge that Athlete is an ambassador for his sport, his country and the International Karate and Olympic Movements.

DISCIPLINARY AND GRIEVANCE PROCEDURES

Athlete agrees that any violation of this Agreement by Athlete shall result in disciplinary action, which may include any or all of the following: (i) a reprimand; (ii) suspension from the Team; (iii) withholding of stipend payments; (iv) imposition of fines (including with respect to reimbursement of expenses incurred by USA-NKF); (v) removal of Athlete from the Team; (vi) termination of this Agreement; or (vii) any combination of the foregoing.

If Athlete receives a disciplinary penalty or otherwise has a grievance relating to this Agreement, Athlete has the right to file a written request within thirty (30) days of the action giving rise to Athlete's claimed grievance, to seek a review of the action in question pursuant to USA-NKF's Bylaws and Grievance Procedures. Notwithstanding the foregoing, nothing herein shall conflict with or curtail Athlete's rights with respect to disputes involving Athlete's right to participate in protected events as set forth in the Ted Stevens Olympic and Amateur Sports Act (section 220510 of the United States Code).

ACCIDENT OR INJURY

Athlete acknowledges and agrees that Karate is an activity that involves the risk of bodily injury, including possible paralysis or death, as well as the loss of or damage to property. Athlete knowingly and freely assumes all such risk for and on behalf of himself, his heirs, assigns, and next of kin. Athlete, for and on behalf of himself, his heirs, assigns and next of kin, releases, holds harmless and waives any claim or right to sue or hold responsible USA-NKF, the National Team, the National Team coaches, the organizers of the several Olympic, national or international trials events, the USOC, the IOC, the WKF, 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, except that which results from gross negligence or willful or wanton misconduct by any of the above.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement has been entered into in the State of Colorado and shall be governed by the laws of the State of Colorado.

The parties agree that except for disputes involving Athlete's right to participate in protected competitions, any disciplinary penalty, grievance or dispute not satisfactorily resolved or resolvable as set forth in this section, shall be subject to final and binding arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator, provided that, all applicable administrative remedies available within USA-NKF and the USOC have been exhausted. Any arbitration proceeding conducted pursuant to the terms of this agreement shall be conducted before an arbitrator in Colorado Springs, Colorado.

With respect to disputes involving Athlete's right to participate in protected competitions, the parties agree that any grievance or dispute shall be subject to final and binding arbitration in accordance with the rules of the American Arbitration Association and the provisions of the Ted Stevens Olympic and Amateur Sports Act (section 220510 of the United States Code and the USOC By-Laws.)

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 a 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.

ENTIRE AGREEMENT

This writing 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.

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, delivered overnight via reputable courier, or (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-NKF
USA-NKF
Luke St. Onge, Chief Executive Officer
Colorado Springs, CO 80906

ATHLETE

ACCEPTED AND AGREED:

ATHLETE **Date**

_____ _____

_____ _____
Guardian's Signature (if under 18)

_____
Guardian's Name

_____
Last 4 digits of Athlete's Social Security Number

USA-NKF

_____ _____

Chief Executive Officer