

GAMES DELEGATION TERMS - ATHLETES

2019 Parapan American Games
United States Olympic Committee

PART I - OVERVIEW

The U.S. Delegation to the 2019 Parapan American Games (the “Games”) consists of athletes, guides, coaches, third-party Games staff and USOC employees, as well as executives, dignitaries, and guests. Each of these groups execute their own version of these Games Delegation Terms (the “Games Terms”). This version is for athletes only. Completing these Games Terms does not ensure that you will become part of the U.S. Delegation.

There are six parts to these Games Terms:

- Part I** – Overview
- Part II** – Athlete Behavior and Pledge
- Part III** – Grievance Procedures
- Part IV** – General Release
- Part V** – Background Check Requirement
- Part VI** – Signature Page

Please read each part thoroughly. In order to be eligible for participation as a part of the U.S. Delegation you will need to provide your electronic signature, affirming that you have read and agree to the Games Terms.

PLEASE NOTE:

As set out below, you must disclose all information about any criminal record you have, as well as any anti-doping suspension or pending or unresolved anti-doping rule violations, to the USOC and U.S. Paralympics at GamesGC@usoc.org and your National Governing Body (“NGB”)/Paralympic Sports Organization (“PSO”)/High Performance Management Organization (“HPMO”).

PART II - ATHLETE BEHAVIOR AND PLEDGE

INTRODUCTION

Membership on the United States Parapan American Team (the “Team”) competing in the Games is an honor. It is a distinction few achieve and an accomplishment universally recognized. You understand that the USOC sends the Team to the Games as part of the U.S. Delegation. It is in that context that you make the Pledge below (the “Pledge”) to the USOC.

ATHLETE PLEDGE

I will uphold the spirit of this Pledge, which governs my conduct as a member of the Team. I acknowledge that I have been informed of the attached Grievance Procedures and that 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 Pledge.

By signing these Games Terms, I (1) accept nomination and, if accepted, selection to the Team, (2) agree to abide by the Pledge and the attached Grievance Procedures, (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 Organizing Committee of the XVIII Pan American Games and Sixth Parapan American Games Lima 2019 (“COPAL”), which will be resolved pursuant to the Grievance Procedures and (4) acknowledge that violations of the Pledge can be based on conduct occurring prior to my selection to the Team.

I have read this Pledge and understand that acceptance of its provisions as written is a condition of my selection to 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 and my NGB/PSO/HPMO 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 me to perform at the maximum of my abilities;
- will notify my NGB/PSO/HPMO and the USOC if (i) I have a physical injury or illness that might compromise my ability to compete; (ii) will submit, if requested, to a physical/medical examination by medical personnel approved by the USOC and authorize the submission of the physical examination/medical information to my NGB/PSO/HPMO and USOC; and (iii) understand that such injury or illness 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 Committee (“IPC”), World Anti-Doping Agency (“WADA”), United States Anti-Doping Agency (“USADA”), my International Federation (“IF”), or USOC rules;
- understand that an anti-doping suspension, or pending or unresolved anti-doping rule violation may be cause for my not being selected to the Team;
- will immediately notify the USOC at GamesGC@usoc.org if I have an anti-doping suspension, or pending or unresolved anti-doping rule violation as of the date of my signing these Games Terms;
- 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;
- have never been convicted of violating a criminal law and have no pending indictments or pending charges (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);
- understand that such conviction, indictment or criminal charge may be cause for my not being selected to the Team;
- will immediately notify the USOC at GamesGC@usoc.org if I have a past conviction, indictment or criminal charge as of the date of my signing these Games Terms;
- will not participate or assist in any gambling or betting activities associated with the Games or any event related to them;
- am eligible to compete under the rules of the IPC, my IF, U.S. Paralympics and my NGB/PSO/HPMO;
- am in possession of a valid U.S. 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;
- will respect the property of others whether personal or public;
- will abide by all laws of the country in which the Games are held;
- will abide by the USOC Code of Conduct and the USOC Athlete Safety policy (available at TeamUSA.org) as well as my NGB/PSO/HPMO Code of Conduct;

- 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 all NGB/PSO/HPMO Team rules pertaining to my sport;
- will follow all USOC Team rules as may be implemented at the Games;
- 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 Handbook currently in force and, in particular, with the provisions of the IPC Handbook regarding eligibility for the Games, and rules concerning allowable trademark identification on clothing and equipment worn or used at the Games and on my body (such as visible tattoos);
- will cooperate with the in-process and out-process of the USOC in conjunction with my sport, and will attend any USOC pre-briefing or post-briefing sessions, unless excused from such sessions, in writing, by the USOC Chef de Mission, or his or her designee;
- will wear designated USOC apparel at all official Games functions and events, including Opening, Closing and Medal Ceremonies and at media events (including press conferences) hosted by the USOC, IPC, or COPAL; I also understand that the USOC encourages me to wear designated USOC apparel whenever possible and that I must wear designated USOC apparel at USOC hospitality functions I attend;
- 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 sport performances for advertising or promotional purposes during the Games period without the prior written consent of the USOC;
- will not use or authorize the commercial use of the following items without the prior written consent of the USOC (which consent shall not be unreasonably withheld): (1) photographs, films, videos, or other images of me in the apparel or equipment provided by the USOC for the Games; (2) photographs, films, videos, or other images of me from the Games; (3) any Games medals; and (4) photographs, films, videos or other images of me 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/her designee;
- will act in a way that will bring respect and honor to me, my teammates, the USOC, U.S. Paralympics, my NGB/PSO/HPMO, the United States and the Games;
- will provide truthful and accurate information to the USOC and my NGB/PSO/HPMO concerning my activities at the Games;
- will be personally responsible for payment of all legal fees and expenses if I require legal representation because I am accused of a doping violation or criminal misconduct, or if for any other reason I require the services of an attorney;
- will cooperate with the USOC, U.S. Paralympics and my NGB/PSO/HPMO in any proceeding involving my finish result or medal award in which the USOC or U.S. Paralympics is a party or is asked by the IPC or my IF to provide information, but also understand that the USOC and/or U.S. Paralympics 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 participate individually in such a proceeding or I wish to bring a proceeding on my own, I will be responsible for securing the services of an attorney and for payment of all legal fees and expenses involved;
- understand, if for any reason the IPC and/or my IF determines that my result is disqualified or I am excluded from the Games (and my medal and diploma should be returned), then I agree to return such medal and diploma to the IPC. I will fully cooperate with the USOC and U.S. Paralympics and follow the USOC and U.S. Paralympics instructions in ensuring that any such medal and diploma are returned promptly to the IPC; and
- will remember that at all times, I am an ambassador for my sport, my country, and the Paralympic Movement.

PART III – GRIEVANCE PROCEDURES

INTRODUCTION

These Procedures shall be followed in disputes concerning the USOC's submission of official entries to COPAL and grievances concerning violations of the Pledge. These Procedures are a component of the Pledge and are established to ensure a fair and impartial procedure for the hearing of all such disputes and grievances.

JURISDICTION AND SCOPE

Any complaint filed under these Procedures must be filed within sixty days of the Closing Ceremony of the Games.

A matter will not be addressed using these Procedures if it:

- 1) involves an anti-doping rule violation that is being or has been adjudicated by USADA;
- 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 selection and nomination to the USOC by an NGB/PSO/HPMO for participation in the Games (such matters will be conducted pursuant to Section 9 of the USOC Bylaws);
- 4) involves a dispute concerning start rights at the Games, unless the decision is the product of fraud, corruption, partiality or other misconduct of the person making the decision; or
- 5) involves an individual's finish result or medal award.

FILING A COMPLAINT

A complaint under these Procedures can be filed by:

- 1) an athlete, coach, trainer, manager, administrator, or official who was not submitted by the USOC as an official entry to COPAL, 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 CEO, a team leader of the Team or any other member of the U.S. Delegation who believes that a violation of the Pledge has occurred.

A complaint filed pursuant to these Procedures shall be in writing. 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 or electronic mail.

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 Pledge;
- 4) the names of all persons that may be adversely affected by the complaint; and
- 5) the relief sought.

A person notified of a complaint being filed who may be adversely affected under these Procedures shall have the option to participate in an arbitration before the American Arbitration Association (the “AAA”) as a party. Such person 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/PSO/HPMO 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 parties must 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. A party may consult with the USOC Athlete Ombudsman at any time.

GAMES ADMINISTRATIVE BOARD HEARING

If the matter is not resolved pursuant to the previous section above, the Games Administrative Board (as described in Section 19.2 of the USOC Bylaws) 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. Any decision made by the Games Administrative Board can be appealed to the AAA.

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

AAA HEARING

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 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 parties agree 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 these Grievance Procedures.

PENALTIES

The Arbitrator, after consulting with the USOC or others of the Arbitrator's choosing, may impose any penalty deemed appropriate for a Pledge 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 the NGB/PSO/HPMO, U.S. Paralympics, 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 and U.S. Paralympics 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 participate in Opening and/or Closing Ceremonies; and
- 8) revocation of Athletes' Village visitor privileges.

PART IV - GENERAL RELEASE

You must read and complete this General Release in order to potentially join the U.S. Delegation or take part in any travel, training, competition, meeting or testing sessions as a member of the U.S. Delegation. By signing Part VI (signature page) of the Games Terms, you affirm that you have read, understand and are bound by this General Release.

AUTHORIZATION FOR MEDICAL SERVICES

I consent to the USOC's provision of medical care and treatment and emergency medical services associated with my participation in the Games. Additionally, I 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 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 Games.

PRIMARY MEDICAL/HEALTH INSURANCE

I understand that the USOC will not furnish me with personal medical/health insurance coverage and that in order to participate in the Games as a U.S. Delegation member, I must be covered by Elite Athlete Health Insurance ("EAHI") or must carry my own personal medical/health insurance.

ACCIDENT AND TRAVEL INSURANCE

I understand that 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, that all benefits are payable on an EXCESS BASIS, that this means any other insurance (my personal policy, an employer policy, a parent's policy, etc.) under which I have coverage must first pay or deny payment on each bill before the USOC insurance will consider payment, and that the maximum benefit amount for accidental medical benefits is \$25,000 subject to a \$250 per incident deductible.

I understand that coverage under this accident policy commences at the time I leave my residence, place of employment, training site, or such similar location, whichever occurs last, for the immediate purpose of joining the U.S. Delegation, and continues until such time as I return to my residence, place of employment, training site, or such similar location, provided that I proceed directly from the Games site to such destination (otherwise, coverage is terminated once my responsibilities at the Games are concluded.)

I understand that the USOC also secures travel insurance for most members of the U.S. Delegation including athletes, guides, NGB/PSO/HPMO coaches, USOC Board members, third-party Games staff and USOC employees, that coverage does not apply to spouses and guests, but I may purchase such coverage through USOC's insurer United Healthcare Global, and this coverage is valid while traveling outside the United States 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).

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

MEDIA RELEASE AND LICENSE

I 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 IPC or COPAL (collectively the "Footage").

I 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 without limitation the Olympic Network) throughout 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 Games under the auspices of the USOC, I acknowledge, appreciate and agree that:

Participation in sport and travel at the Games entails inherent and other risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and property damage, including lost and stolen property. I voluntarily accept and assume full and complete responsibility for all such risks, both known and unknown. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby waive, release, and promise not to sue the USOC, U.S. Paralympics or my NGB/PSO/HPMO or their respective directors, employees, sponsors, officers, volunteers, staff, and/or agents (collectively the "Releasees"), for any and all claims, liabilities, actions, demands, expenses, and attorneys' fees arising out of 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.

I will obey all laws, rules and safety procedures relating to the Games and my participation. These Games Terms will be governed by and construed in accordance with the laws of the State of Colorado. The invalidity or unenforceability of any provision in these Games Terms will in no way affect the validity or enforceability of any other provision.

I understand that I am giving up substantial rights by signing below and have signed the Games Terms freely and voluntarily without any inducement, assurance or guarantee. I intend my acceptance of these Games Terms to be a complete and unconditional release of liability to the greatest extent allowed by law.

PART V- BACKGROUND CHECK REQUIREMENT

INTRODUCTION

In order to ensure a safe team environment at the Games, the USOC requires that all members of the U.S. Delegation, except for dignitaries, shall undergo a background check. Additionally, the USOC may require that other individuals undergo background checks, as determined by the USOC in its sole discretion. All background checks will be conducted by the National Center for Safety Initiatives (“NCSI”).

AGREEMENT

In order for a background check to be conducted, I agree to follow all procedures for authorizing NCSI to conduct the check. These procedures include going to NCSI’s website, www.ncsisafe.com, and filling out my name, social security number and other required information. If I do not have access to the internet, I may provide the necessary information and authorization to NCSI in writing. NCSI’s telephone number is (866) 833-7100. I agree to submit all information to NCSI by the established timeline. Failure to do so may result in my not being able to participate in the Games and may delay the issuance, or result in the non-issuance, of my Games accreditation.

I will submit all information to NCSI myself, and will not ask, authorize or allow any other person to submit information on my behalf. In providing information to NCSI, I certify that all of the statements on my application and all of the information that I provide are true and complete to the best of my knowledge. Further, I will cooperate in any way necessary to ensure that NCSI can conduct a complete and accurate background check.

BACKGROUND CHECK

All full background check screens will include at least the following search components:

- 1) Social Security Number validation;¹
- 2) Name and address history records;
- 3) Two independent Multi-Jurisdictional Criminal Database searches covering 50 states plus DC, Guam, and Puerto Rico;
- 4) Federal District Courts search for each name used and district where you currently live or have lived during the past seven years, going back the length of time records are available and reportable;
- 5) county Criminal Records for each name used and county where you currently live or have lived during the past seven years, going back the length of time records are available and reportable for each county searched;
- 6) Two Sex Offender Registry (“SOR”) database searches of all available states, plus DC, Guam and Puerto Rico;
- 7) Multiple National Watch Lists;

¹ Or suitable alternative identification verification process as determined by NCSI.

- 8) SafeSport Disciplinary Records;²
- 9) Comprehensive International Records search if you have lived outside of the U.S. for six consecutive months in any one country, during the past seven years;³
- 10) Motor Vehicle Records of at least 3-year history in the state of licensure (if driving is required for position; and
- 11) Professional License/Certification Verification for certain medical roles.⁴

All supplemental off-year background check screens will be conducted using at least the following search components:

- 1) Multi-Jurisdictional Criminal Database covering 50 states plus DC, Guam, and Puerto Rico
- 2) Sex Offender Registry database searches of all available states, plus DC, Guam, and Puerto Rico; and
- 3) SafeSport Disciplinary Records.

NCSI will provide a “Red Light/Green Light” determination for each background check to the USOC. A “Green Light” indicates that no reportable criteria-related convictions or pending dispositions were found in the screening process and information needed to complete the background check was received. A “Red Light” means one or both of the following: 1) information is required to complete the screening process (“RL-I”) and/or 2) criteria-related convictions or pending convictions were found and verified in the screening process (“RL-Review”). If a question arises concerning a background check, you will be contacted directly by NCSI and given the opportunity to correct potential discrepancies in your records or to provide additional information prior to NCSI issuing a Red Light determination. In “RL-I” situations the USOC may also be contacted.

A reportable record or disclosure that contains a disposition or resolution of a criminal proceeding, other than an adjudication of not guilty,⁵ for any of the below criminal offenses will be flagged as a Red Light, meaning it does not meet the initial screening criteria and the individual will be subject to the USOC’s policies and procedures to determine the individual’s level of access and involvement with regard to the Games:

² Until the process is automated, this shall be accomplished through the USOC by conducting individualized searches of the SafeSport Disciplinary Records on the SafeSport website for individuals covered under the Background Check Policy.

³ International record checks vary from country to country. NCSI will provide comparable search components depending on the laws of that specific country.

⁴ License and/or certification verifications will be required for individuals in the following medical roles: Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Chiropractor (DC), Physician Assistant (PA), Acupuncturist, Massage Therapist, Physical Therapist, and Certified Athletic Trainer.

⁵ For purposes of these procedures, a “disposition or resolution of a criminal proceeding, other than an adjudication of not guilty” shall include, but is not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an *Alford* or *Kennedy* plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement, or the existence of an ongoing criminal investigation, a warrant for arrest, or any pending charges.

- 1) Any felony;⁶ and
- 2) Any misdemeanor involving:
 - a. all sexual crimes, criminal offenses of a sexual nature to include but not limited to; rape, child molestation, sexual battery, lewd conduct, possession and distribution of child pornography, possession and distribution of obscene material, prostitution, indecent exposure, public indecency, and any sex offender registrant;⁷
 - b. any drug related offenses;
 - c. harm to a minor, including, but not limited to, offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a minor, and DUI with a minor;
 - d. violence against a person (including crimes involving firearms and domestic violence);
 - e. stalking, harassment, blackmail, violation of a protection order, and/or threats;
 - f. destruction of property, including arson, vandalism, and criminal mischief; and
 - g. animal abuse, cruelty, or neglect.

I understand that when my background check is conducted and there is a Red Light as to the criteria listed above, the USOC may determine that my Games participation shall be limited or that I am not suitable to serve at the Games.

DRIVING PRIVILEGES

For purposes of being authorized to transport people in any motor vehicle for business purposes, a record that contains the following information will be flagged as a Red Light and subject to review in accordance with the USOC's policies and procedures:

- 1) no valid driver's license (expired or lack of license);
- 2) suspended or revoked driver's license;
- 3) more than two moving violations and/or accidents in the prior two years;
- 4) conviction for a major moving violation within the prior two years, including, but not limited to: DUI/DWI, possession of an open container, any drug-related motor vehicle incident, leaving the scene of an accident, assault (in any form) by use of a motor vehicle, and reckless driving (willful or wanton disregard for safety of persons or property in any form);
- 5) pending traffic offenses; and
- 6) the individual being under 21 years of age.

If following the review, the determination is that you are not approved for driving privileges, then you are not authorized to drive or operate any vehicle (personal, rental, or

⁶ For purposes of these procedures, the term "felony" shall refer to any criminal offense punishable by imprisonment for more than one year.

⁷ Any covered individual that has been convicted of, received an imposition of a deferred sentence for, or any plea of guilty or no contest for any sexual crime, criminal offense of a sexual nature, and/or is a sex offender registrant must be reported to the U.S. Center for SafeSport.

USOC fleet vehicle) to transport athletes, Delegation members, volunteers, or members of the organizing committee.

APPEAL TO NCSI

You have the right to dispute what you consider to be erroneous findings of the criminal background check directly with NCSI. The USOC is required by the Background Check Policy to accept the findings of NCSI as to the accuracy of the records. However, the USOC Background Check Review Panel (“Review Panel”) shall exercise their discretion and may take all relevant information into consideration to determine the eligibility status of individuals with Red Light findings.

RIGHT TO A HEARING

The Review Panel will initially review the Red Light finding to determine if and to what degree you will be permitted to participate as a U.S. Delegation member in accordance with the Background Check Policy and these procedures. Should the USOC determine that more information is needed to make a determination on your level of access and involvement as a U.S. Delegation member then you will have the right to a hearing before the Review Panel (as set forth in the USOC Background Check Policy). If you disagree with the finding of the Review Panel, you may file a demand for arbitration with the AAA. A decision rendered by the AAA shall be final and binding on all parties.

ONGOING OBLIGATION

I understand and agree that from the time I self-register for my background check through the Closing Ceremony of the Games, I am obligated to notify both the USOC’s Chief Executive Officer and the USOC’s Legal Division, in writing and within 72 hours, if I am arrested, charged, and/or convicted of any illegal or criminal activity. The USOC Chief Executive Officer’s telephone number is +1 (719) 866-4701 and fax number is +1 (719) 866-4141. The USOC’s Legal Division telephone number is +1 (719) 866-4563 and fax number is +1 (719) 866-4839.

PART VI - SIGNATURE PAGE

By checking "I agree" below, I acknowledge and agree that:

- I have read the above Athlete Behavior and Pledge, Grievance Procedures, General Release, and Background Check Requirement sections;
- I have read the above Authorization for Medical Services;
- I fully understand and accept my responsibilities as a participant in the Games;
- I understand that I am agreeing to the rules, guidelines, jurisdiction, procedures and releases stated in these Games Terms;
- I understand that the USOC will provide my accreditation information, including certain personal data (such as first name, last name, date of birth, domicile, nationality, passport number and gender), to COPAL and give my free and expressed consent for the USOC to do so. I also understand and acknowledge that COPAL may share this information with the IPC, La Superintendencia Nacional de Aduanas y de Administración Tributaria (SUNAT - Immigration) and other relevant government agencies in Peru, including service providers acting on their behalf;
- My electronic confirmation is the legal equivalent of my manual signature on these Games Terms; and
- I am providing consent to the use of electronic documents and signatures in all of my transactions with the USOC and U.S. Paralympics and will keep the USOC and U.S. Paralympics informed if my email address changes or if I wish to withdraw my consent for electronic signature.

Amanda June Kloepper

Paracycling

I agree ☒

Sport or Affiliation

Amanda

Kloepper

2019-06-10T23:06:46

Name (Printed)

Date of Signature

FOR PARTICIPANTS OF MINORITY AGE

(Participants under the Age of 18 as of Date of Signature)

I agree _____

Relationship to Participant

Parent/Guardian's Name (Printed)

Date of Signature