1. SELECTION SYSTEM

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

- **Nationality/Passport requirements:**

  An athlete must be a national of the United States at the time he/she enters the playoff process for the 2012-13 National Team Trials.

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

- **Minimum International Paralympic Committee (IPC) standards for participation:**

  Any competitor in the Paralympic 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 IOC Charter (Rule 42), the IPC Handbook (Section 2, Chapter 3.1), or the PASO Statutes (Article XXII, Sections 4 and 5).

- **Minimum International Federation (IF) standards for participation (if any):**

  Paralympic curling is limited to one classification – wheelchair curling – and the World Curling Federation (WCF) has established classification rules defining an individual’s eligibility to compete.
The WCF Classification Rules can be found on the WCF’s web site, www.worldcurling.org. WCF Rules of Play also state that each team must be comprised of male and female players, and each on-ice team must have four players delivering stones and must be comprised of both genders for all games.

- Other requirements (if any):

  Athletes must be members in good standing of the U.S. Curling Association (USCA), or pay an alternative fee, as defined below.

- Fees:

  There will be playdown entry fees for all individuals, which will be detailed on the USCA Event Registration web site (www.usacurl.org).

  Athletes must pay USCA dues, as a member of a USCA member club, or, alternatively, a one-time payment of a $100-per-athlete administrative fee.

1.2. Tryout Events:

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

  2014 Paralympic Curling Pre-Trials Selection Event
  March 16-18, 2012
  Madison, Wisconsin

  2012-13 National Team Trials
  October 18-21, 2012
  Madison, Wisconsin

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

  Eight (8) athletes will be directly invited to attend the 2012-13 National Team Trials to take place on October 18-21, 2012 in Madison, Wis. These eight (8) athletes will consist of the returning five (5) members of the 2011-12 National Team and three (3) additional athletes selected during the 2011-12 National Team Trials by the Player Selection Committee, based on an evaluation of skill,
game knowledge and strategy, team dynamics, leadership and potential. (See Assessment Form, Attachment B).

The 2014 Paralympic Curling Pre-Trials Selection Event will be held on March 16-18, 2012 in Madison, Wis. This event is open to all wheelchair curlers in the United States who have not already been directly invited to the 2012-13 National Team Trials. The top four (4) athletes at the 2014 Paralympic Curling Pre-Trials Selection Event will be invited to attend the 2012-13 National Team Trials.

Twelve (12) athletes in total will participate in the 2012-13 National Team Trials. However, the number of participating athletes may be increased if a waiver or waivers are granted by the Player Selection Committee. (See Waiver Petition Process below)

**For Petitions of Waiver for 2014 U.S. Paralympic Team Selection Process for Curling:**

The USCA recognizes that extraordinary and unforeseen circumstances may occur which would cause an athlete, otherwise deserving of an opportunity based on previous performances, to participate in one or more steps of the Paralympic selection process as described herein.

Procedures for petitioning into the 2014 U.S. Paralympic Team Selection process for curling are outlined below. Any such petitions will be considered by the Player Selection Committee, in consultation with the USCA President.

In order to be considered by the Player Selection Committee, petitions must be submitted in writing to the USCA National Office prior to the start of the 2012-13 National Team Selection Event, Oct. 18-21, 2012, in Madison, Wis.

The petition must state the specific injury, illness or unusual circumstances which prohibited the athlete from participating in the competitive process. In the case of a petition based upon an injury or illness, the petition must be accompanied by a physician’s statement.

The Player Selection Committee will notify those athletes who submitted petitions within 24 hours of receiving said petition, but no later than the commencement of the 2012-13 National Team Trials.
1.3. Provide a comprehensive, step-by-step description of the method that explains how athletes will go through the selection process to become Team nominees (include maximum Team size).

The maximum team size for the 2014 Paralympic Curling Team is five (5). Each team must be comprised of male and female players, and each on-ice team must have four players delivering stones and must be comprised of both genders for all games.

Athletes competing at the 2012-13 National Team Trials will participate in individual skill shots as well as game play. Throughout these Trials, participants will be assessed by the Player Selection Committee regarding their curling abilities via skill shot analysis and game play as well as other qualities including on- and off-ice behavior, team dynamics, and practice regimen. All athletes competing in the 2012-13 National Team Trials will be assessed and ranked by the Player Selection Committee. (See Assessment Form, Attachment B) The Player Selection Committee will select five athletes from the top ranked male and female athletes at the end of the competition and those athletes will be named to the 2012-13 National Team. These five (5) athletes will continue to be assessed and evaluated by the Player Selection Committee throughout the 2012-13 season and through training and competitions in the summer and fall of 2013, leading up to the 2014 Paralympic Team nomination deadline of December 9, 2013, as stated in Section 8. If the Player Selection Committee determines that an athlete is not performing at a level that best allows for competitive success of the 2012-13 National Team or 2014 Paralympic Team, then that athlete may be removed from the National Team. The Player Selection Committee will then name another athlete to the National Team. In removing an athlete from the National Team, and naming a replacement, in addition to those skills measured pursuant to the Assessment Form, Attachment B, the Player Selection Committee will consider the athlete’s curling abilities via skill shot analysis and game play as well as other qualities including, but not limited to, on- and off-ice behavior, team dynamics, and practice regimen and overall competitive readiness.

Prior to December 9, 2013, the Player Selection Committee will meet and nominate five (5) athletes to the 2014 Paralympic Team. The five (5) athletes who are on the 2012-13 National Team at the time of nomination will be the top candidates for consideration by the Player Selection Committee to be nominated to the 2014 Paralympic Team. However, the Player Selection Committee can nominate an athlete not on the National Team if the Committee determines that another athlete best allows for competitive success at the 2014 Paralympic Games. In making this determination, the
Player Selection Committee will consider, in addition to those skills measured pursuant to the Assessment Form, Attachment B, the athlete’s curling abilities via skill shot analysis and game play as well as other qualities including, but not limited to, on- and off-ice behavior, team dynamics, and practice regimen.

2. DISCRETIONARY SELECTION (if applicable)

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

Discretionary selection will be used to ensure USCA puts forth the most competitive team at the 2014 Paralympic Games.

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

The discretionary method and qualifications outlined in Section 1.3 will be used to select the 2014 Paralympic Team.

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:

**Player Selection Committee**

Steve Brown - National Wheelchair Team Development Coach  
Marc DePerno - National Wheelchair Program Dir. of Outreach & Dev.  
Wally Henry - Coach, 2010 U.S. Women's Olympic Curling Team  
Tracy Sachtjen - 2010 Olympian, 6-time National Champion  
Russell Schieber - National Wheelchair Team Assistant Development Coach

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

Any member of the selection committee that has a possible conflict of interest must disclose it. If such conflict exists, the selection committee member must recuse him/herself from committee discussions and voting. Further, the committee member should not otherwise influence other members of the committee in the nomination process. However, a committee member who recused him/herself, but who has relevant and necessary information with respect to athlete performance, for example a national team coach or high performance director, may, if requested by the selection
committee, provide such information to the committee so long as such information is provided in a fair and unbiased manner.

3. REMOVAL OF ATHLETES

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

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

- Voluntary withdrawal. Athlete must submit a written letter to the USCA COO/Executive Director.
- Injury or illness as certified by a physician (or medical staff) approved by the USCA. If an athlete refuses verification of his/her illness or injury by a physician (or medical staff) approved by the USCA, his/her injury will be assumed to be disabling and he/she may be removed.
- Violation of the USCA Athlete/Coach Agreement or the USCA Athlete/Coach Code of Conduct Agreement (Attachment A)
- Violation of IPC, WADA, WCF, USADA and/or USOC anti-doping protocols, policies and procedures.

An athlete who is removed from the Team pursuant to this provision has the right to a hearing per the USCA’s Bylaws (Article 13) and the USOC’s Bylaws, Section 9. The USCA bylaws can be found on the USCA web site: www.usacurl.org

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

http://www2.teamusa.org/For-Athletes/Athlete-Ombudsman/Games-Information.aspx
3.3. An athlete may be removed as a nominee to the Team or from the Team for an adjudicated violation of IOC, PASO, IPC, WADA, IF, USADA and/or USOC anti-doping protocol, policies and procedures, as applicable.

4. REPLACEMENT OF ATHLETES

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

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

  The athletes competing in the 2012-2013 National Team Trials will be assessed and ranked by the Player Selection Committee (Section 2.3). This ranking will serve as the initial guideline to determine replacement athlete(s) should a vacancy occur. However, the Player Selection Committee retains the discretion to select any athlete should it be determined that the next highest ranked athlete’s behavior, team dynamics, practice regimen and/or health has decreased to the point that it negatively impacts the overall team performance. The gender of the athlete being replaced must also be taken into consideration, as each team competing in the Paralympics must have both genders competing on the ice in every game.

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

  The athletes competing in the 2012-2013 National Team Trials will be assessed and ranked by the Player Selection Committee (Section 2.3). This ranking will serve as the initial guideline to determine replacement athlete(s) should a vacancy occur. However, the Player Selection Committee retains the discretion to select any athlete should it be determined that the next highest ranked athlete’s behavior, team dynamics, practice regimen and/or health has decreased to the point that it negatively impacts the overall team performance. The gender of the athlete being replaced must also be taken into consideration, as each team competing in the Paralympics must have both genders competing on the ice in every game.
5. SUPPORTING DOCUMENTS

USCA 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 Paralympic Games and are included as attachments:

- USCA Athlete/Coach Agreement (Attachment A)
- USCA Athlete/Coach Code of Conduct (Attachment A)

7. PUBLICITY/DISTRIBUTION OF PROCEDURES

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

7.1. USCA Web site: www.usacurl.org

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

7.2. Other: None

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 December 9, 2013.

9. MANDATORY TRAINING AND/OR COMPETITION

The athlete training and competition schedule between the 2012-13 National Team Trials (October 18-21, 2012) and the 2014 Paralympic Winter Games will be developed by the USCA National Wheelchair Curling Program coaches and team leader, with input from the Team and the Player Selection Committee.

The athletes selected for the 2012-13 National Team during the 2014 Paralympic Team Selection process will be subject to mandatory on- and off-ice training events and competitions between the 2012-13 National Team Trials and the commencement of the 2014 Paralympic Games. Team training will include a travel
and time commitment. The National Team Leader will work with the Team and coaches immediately after the 2012-13 National Team Trials to develop a custom and formalized training and competition plan to best meet the Team’s needs. The Team, including implementation of their Team Development Plan, will be held accountable to the National Program coaches and team leader. The Team Development Plan will include:

- Team, coach and team leader maintain constant and formal communication
- Team commits to an on- and off-ice training plan
- Team commits to work with their Paralympic Team Coach
- Team has a competition plan that includes international competition if available
- Team attends High Performance Clinics/Camps, if scheduled
- Team reports their training and competition results to the Team Leader
- Team will participate in the USADA Testing per USADA direction
- Team will adhere to all applicable anti-doping protocols
- Team cooperates to conclude all handicapped-related WCF documentation

Additionally, the National Team Leader and/or National Team Coach will make scheduled visits to the Team training and competition sites to facilitate their continued development, and will work with and advise the team and National Team Coach accordingly. In view of the high level of training and competition required to maximize a team’s chances to medal at the 2014 Paralympic Games, all athletes are advised to keep their schedules open and flexible between the conclusion of the 2012-13 National Team Trials and through the 2014 Paralympic Games.

Specify the location, schedule and duration of mandatory training and/or competition (unless athletes are excused in writing by the USCA):

- Canadian Open, Richmond, B.C., Nov. 7-10, 2012
- Cathy Kerr International Bonspiel, Ottawa, ON, Nov. 29-Dec. 2, 2012
- U.S. Open, Utica, N.Y., Dec. 7-9, 2012
- 2013 World Wheelchair Curling Championships, Feb. 16-23, Sochi, Russia
- Other training and event dates to be determined and athletes will be notified at least 30 days prior to the training or competition event

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:

Steve Brown, USCA Wheelchair Program National Development Coach
Rusty Schieber, USCA Wheelchair Program National Development Assistant Coach
Marc DePerno, USCA Wheelchair Program Outreach & Development Director
Richard Maskel, USOC AAC representative
Patrick McDonald, 2010 Paralympian
Rick Patzke, USCA COO

12. NGB/PSO/HPMO BYLAWS AND GRIEVANCE PROCEDURES

The USCA Bylaws and Grievance Procedures can be found at www.usacurl.org

13. INTERNATIONAL DISCLAIMER

These procedures are based on IOC, IPC, PASO, as applicable, and/or World Curling Federation 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 World Curling Federation rules and regulations will be distributed to the affected athletes immediately. The selection criteria are based on the latest information available to USCA. 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 USCA may contact the USOC Athlete Ombudsman, John W. Ruger, by:

- Telephone at (719) 866-5000
- E-mail at john.ruger@usoc.org
1. **NGB/PSO/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 USCA.

<table>
<thead>
<tr>
<th>Position</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NGB/PSO/HPMO President or CEO/Executive Director</td>
<td>Rick Patzke</td>
<td>[Signature]</td>
<td>10/12/12</td>
</tr>
<tr>
<td>Nat. Team Coach, Head Coach, or Nat. Program Director</td>
<td>Steve Brown</td>
<td>[Signature]</td>
<td>10/12/12</td>
</tr>
<tr>
<td>USOC Athletes' Advisory Council Representative*</td>
<td>Richard Maskel</td>
<td>[Signature]</td>
<td>10-12-12</td>
</tr>
</tbody>
</table>

* 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/PSO/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/PSO/HPMO must designate an athlete from that sport to review and sign the Selection Procedures.
Attachment A

USCA Athlete/Coach Agreement & USACA Athlete/Coach Code of Conduct

United States Curling Association (USCA) High Performance Program and National Team Athlete Agreement

THIS ATHLETE AGREEMENT, effective as of _____________ (the “Effective Date”), is by and between USCA, a nonprofit corporation having its principal office at 5525 Clem’s Way, Stevens Point, WI and the athlete signing below (“Athlete”), whose address is also set forth below. Athlete and USCA may be collectively referred to herein as the “Parties” and each individually as a “Party.”

Recitals

USCA is the national governing body for the sport of curling in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USCA is responsible for developing elite athletes with the goal of winning medals in the Olympic and Paralympic Games and other international competitions. As part of that mission, USCA has developed an Athlete Agreement program to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.

Athlete desires to participate in the Athlete Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Term.** This Agreement shall commence as of the Effective Date and shall continue through and including June 30th 2014 unless earlier terminated as set forth in Section 6.

2. **Obligations of USCA.** USCA agrees to perform the following duties and obligations:

   (a) **Respect for Athlete’s Training.** In carrying out its duties and activities under this Agreement, USCA shall be respectful of, and shall use reasonable efforts to avoid interfering with Athlete’s training and competition schedules.
(b) **Use of Image.** In no event will USCA 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 express written permission.

(c) **Corporate Sponsor Networking Events.** USCA shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

(d) **USCA Support Staff.** USCA, through its office staff, shall be available to Athlete to coordinate all USCA Athlete activities, including programs of the USOC and its training centers.

(e) **Personal Performance Gear.** USCA will not prevent athlete from using personal performance gear, as defined by the USOC, of his/her choice in competitions and training. Further, USCA shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear, as long as it complies with the relevant IOC or World Curling Federation (WCF) rules regarding size and placement.

(f) **Athlete’s Personal Endorsements.** USCA shall not require Athlete to reveal the details of any personal sponsorship agreement other than the name of the company. Athlete shall not be required to give USCA right of first refusal for any of USCA’s sponsors regarding a personal contract with individual Athlete.

(g) **Agents.** USCA shall not prevent Athlete from hiring or retaining an agent.

(h) **Logo Space on Uniforms or Equipment.** Athletes may promote personal or team sponsors on their uniforms as allowed within the general guidelines for all participants in USCA events. National Team Program athletes may not display personal sponsors on USCA-supplied uniforms or equipment, including for official USCA or USCA sponsor events, and domestic and international events in which athletes and/or teams are entered on behalf of the USA or USCA, without USCA approval. Such approval, if granted, will be limited to sponsors not in direct conflict with existing USCA or event-related sponsors.

3. **Obligations of Athlete.** Athlete agrees to perform the following duties and obligations:
(a) **USCA Membership and Eligibility.** Athlete is and shall remain a member in good standing with USCA throughout the term. Athlete shall remain eligible to compete in international competition for the USA.

(b) **Administrative Deadlines.** Athlete shall comply with any and all applicable deadlines established by the USCA.

(c) **Anti-Doping.** Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), World Curling Federation (WCF), World Anti-Doping Agency (WADA) and United States Olympic Committee (USOC).

(d) **Code of Conduct.** Athlete shall sign and abide by USCA Code of Conduct attached as Addendum B. The Code of Conduct is incorporated into this Athlete Agreement.

(e) **Use of Image.** Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USCA’s official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USCA, under the conditions specified by the USCA (the “Footage”).

Athlete grants to USCA 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 specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion the sport of curling, provided that, in no event may the USCA use or authorize the commercial use of the Footage in any manner that would imply Athlete’s endorsement of any company, product, or service, without Athlete’s express written permission.

(e) **Participation in Media Sessions.** Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USCA, to promote a competition in which Athlete is participating.

(f) **Appearances for USCA.** Athlete agrees to make two (2) personal non-commercial appearances for USCA without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete’s training, preparation or competitions.
(g) **Autographed Items.** Athlete shall autograph up to 25 non-sponsor branded items, provided by USCA at its expense, which USCA may use to promote the sport and its mission, such as for thank you gifts, auctions, etc.

(h) **Promotional Efforts.** Athlete shall, on his/her personal web site and on social media sites (including without limitation Facebook and Twitter), promote USCA collaboratively and in good faith. With respect to Facebook, Twitter and other social media applications that may develop, Athlete agrees to list USCA as a friend and to include the USCA logo in appropriate places.

(j) **Training.** Unless otherwise agreed by USCA in writing, Athlete shall train for peak performances at key national and international events held during the Term. Athlete’s training shall be in accordance with his/her Athlete Training Plan as identified in Addendum A.

(k) **Commitment to Train for and Participate in 2014 Paralympic Games.** Athlete commits to USCA that it is his/her intention to train for the 2014 Paralympic Games and, barring injury or other unforeseen circumstances, and provided that Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete in the 2014 Paralympic Games.

(l) **Camps and Competition.** Unless excused in writing by USCA, Athlete shall attend the events identified in Addendum A.

(m) **NCAA Eligibility.** If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete’s responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.

(n) **Athlete Personal Sponsors.** Athlete may not use or authorize the use of the USCA’s intellectual property, including use of photographs, films or videos of Athlete in USCA apparel or equipment, or the marks and logos of the USCA, or terms containing national team without the express written permission of USCA.

(o) **Team Apparel.** Athlete will wear designated USCA apparel at all official Team USA functions and events, and will not conceal or cover-up any USCA sponsor, supplier or licensee brand or other identification appearing on USCA apparel.

(p) **No Other Logos on Team Uniform.** Athlete is not permitted to add to the official National Team uniform any trade name, trademark, name, logo or any other
identification of any person, company or business unless expressly provided for in this Agreement or a written waiver.

4. **Compensation.**

(a) *Travel and Training Expenses.* Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOC, USCA shall reimburse the athlete under the terms of the USCA’s Expense reimbursement policy attached at Addendum C. Payments shall be made by USCA check.

(b) *Taxes.* Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USCA shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

5. **Suspension of Activities.** USCA acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than four (4) weeks, Athlete acknowledges and agrees that USCA may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USCA to continue the benefits while Athlete is not training.

6. **Dispute Resolution.** The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws of USCA.

7. **AAA.** In the event that the Parties cannot resolve a dispute under 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.

8. **Miscellaneous.**

(a) *Nature of the Parties Relationship.* It is expressly understood and agreed that, in the performance of this Agreement, USCA and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

(b) *Intellectual Property and Ownership.* Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to
USCA’s trademarks, or in or to any copyright or other right in and to USCA’s materials. Likewise, nothing contained herein will be construed as an assignment or grant to USCA of any right, title or interest in or to Athlete’s image and personality rights.

(c) **Notices.** Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete’s address set forth below.

(d) **Force Majeure.** If for any reason outside a Party’s reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party’s control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(e) **Entire Agreement.** This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(f) **Waiver.** A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

(g) **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

(h) **Governing Law.** The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

USCA: 

By: ______________________________

Rick Patzke, COO

ATHLETE: 

___________________________________

Athlete

Date

Print Name
Address

City  State  Zip

PARENT/GUARDIAN CERTIFICATION
(For Participants under the Age of 18 as of Effective Date)

Signature  Date

Print Name & Relationship (Parent or Guardian)
ATTACHMENT A - ADDENDUM A

FURTHER OBLIGATIONS of ATHLETE and/or USCA

NGB inserts further obligations if there are any. The following list has been culled from other NGB Athlete Agreements and serves as a guide.

1. Athlete shall work with the National Team coaches and his/her personal coach in putting together an annual Competition Schedule and Athlete Training Plan. USCA reserves the right to require Athlete to revise an Athlete Competition Schedule and Training Plan that USCA deems to be incomplete or insufficient.

2. Athlete shall attend the following USCA funded camps:
   *TBD, but will be given a minimum 30 days’ notice*

   Any waivers to not attend a camp must be in writing from Steve Brown, National Development Program Coach
ATHLETE PLEDGE

I pledge to uphold the spirit of the USCA Code of Conduct (the “Code”), which offers a guide to my conduct as a member of the USA National Team (the “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 Team.

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

- will abide by all published rules related to the Team selection procedures as approved by USCA;

- 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 USCA 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 an anti-doping violation as defined by the International Olympic Committee (IOC), the World Curling Federation (WCF), the World Anti-Doping
Agency (WADA), the United States Anti-Doping Agency (USADA) or the United States Olympic Committee (USOC) rules;

• am not currently serving a doping 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;

• understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, or if for any other reasons I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;

• will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;

• am eligible to compete under the rules of the USCA and the WCF;

• am in possession of a valid USA passport, that will not expire prior to six months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;

• 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 written rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;

• will abide by the rules of the USCA and the WCF concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos.

• will act in a way that will bring respect and honor to myself, my teammates, the USCA 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

I may contact the USOC Athlete Ombudsman, at 719.866 5000 or John.Ruger@usoc.org for further information regarding my rights under this Code that are not answered by USCA.

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.

_________________________________________  __________________________
Signature                                      Date

_________________________________________
Print Name
PARENT/GUARDIAN CERTIFICATION
(For Participants Under the Age of 18 as of Date of Signature)

_________________________  _______________________
Signature                  Date

_________________________
Print Name and Relationship (Parent or Guardian)
USCA policy and procedures related to cash advances, expense reimbursements and United Value-in-kind (VIK)

GENERAL:

1. In general, the USCA will reimburse expenses in the following categories:
   a. **Airfare**: Reimbursement will be provided for round-trip coach airfare. Whenever possible or less expensive, flying shall be the preferred mode of transportation.
   b. **Use of Personal Vehicle**: Reimbursement shall be made to staff, volunteers and athletes on USCA administrative business under grants that include transportation for the authorized cost of using a personal vehicle at the IRS standard mileage reimbursement rate. … The reimbursement for approved travel by automobile shall not exceed the travel expenses incurred by flying as an alternative. *Note: We encourage travelers to compare the cost using a rental vehicle with mileage reimbursement, as vehicle rental can sometimes be a more economical option.*
   c. **Meals and Incidentals**: The USCA shall pay up to $40.00 per diem for food expenditures and incidental expenses for authorized travel in the U.S and Canada. For travel outside of the U.S. or Canada, per diem reimbursement shall be up to $75.00. Per diems will be reduced for meal(s) provided, according to the following schedule: breakfast: 15% of per diem rate; lunch: 25% of per diem rate; dinner: 60% of per diem rate. Receipts must be provided for meal expenses not covered by per diems.
   d. **Entertainment**: The USCA should pay for entertainment only in rare circumstances and only as necessary to conduct official USCA business. All such expenses are subject to the review and approval of the Chief Operating Officer and President (Chairman of the Finance Committee in the case of expenses incurred by the President) prior to reimbursement.

2. In the situation where team members are paid cash from an advance – or when teams or individuals are being reimbursed – a Project Expense Report Form is to be maintained by the Team Administrator or Leader, or designated responsible party, and filed with the receipts.
   a. Within four weeks after the date of the event or such other period as the Treasurer or Chief Operating Officer may specify, the payee must submit a detailed report of the funds expended including all receipts. If there are expenses not yet known at the time the report is due, the holder of the advance must submit in writing a partial report of the known expenses and an estimate of the expenses due,
together with a return of such funds remaining. All expenses due after the report shall be authorized by the Team Administrator or Leader and paid by the National Office.

b. Please use a new form for each event, i.e., one form/one event.

3. Submission of Receipts: To be reimbursed for approved expenditures as described in this procedure, you must submit receipts for airfare, hotels and meals, as well as miles driven. These receipts must be submitted within sixty days of the end of the event. If no receipts are received, the Controller will remind the individual that receipts must be received before reimbursement will be made. The individual then has thirty days to submit receipts to the USCA office. If these receipts are not received in this time period, the individual assumes full financial responsibility for the expenses.

a. **The USCA requires a receipt for every expense that’s being charged to a team’s cash advance or being reimbursed.** If a receipt isn’t available (perhaps for a bus ride, some tolls, and so on), the team must keep a record of these expenses (see item #2, above). We encourage everyone, whenever possible, to provide receipts for all of their expenses, large and small. This includes (but is not limited to) airline baggage fees, local transportation, rental car fuel, tolls. Please note that USCA policy provides for the possibility of limited reimbursement without receipts for expenses under $25.00.

b. **The USCA requires original receipts.** This is a USOC Audit Department requirement.

c. **Receipts should show date and amount of payment, what the payment was for, and the name of the payee.** If the name of the payer is also included, so much the better.

d. **Not all documents qualify as receipts.**
   i. A photocopy of a check the team or individual has written to cover an expense does not qualify as a receipt.
   ii. In most cases, credit card statements do not qualify as receipts (evidence of credit card foreign transaction fees is an exception).

d. **Credit card statements can be used to document some specific expenses,** including the U.S. cost to the team for foreign transactions (and foreign transaction credit card fees that were assessed), but credit card statements alone are not sufficient for everything – we will still need an original receipt for the foreign transaction (entry fee, hotel, car rental, trains, etc.).

e. **Per diems and meal reimbursements**
   i. **We do not require receipts for meals covered by per diems, but receipts are needed for any meals that are reimbursed.**
a) The devil is in the details when it comes to per diems. Per diems are intended to cover the meals that individuals pay for out-of-pocket. Any meals that are covered either by full reimbursement or other means (breakfasts that are included, for example, with the cost of a hotel room) should not also be per diem'd.

b) If a USA Curling staff member pays for a group meal that will be covered by reimbursement, we will need the names of everyone whose meal was covered, as well as the receipt. Anyone in the group meal should not request per diem for that meal.

c) We may fully reimburse for items such as event banquet tickets that cost more than a per diem would cover – again, we’ll need receipts.

ii. **The USCA does not cover the purchase of alcoholic beverages.** There are exceptions – but those exceptions are limited to specific events and are most often borne by a staff person who is hosting a group meal.

**USCA Policy related to use of United Value-in-Kind (VIK)**

Because a percentage of all U.S. Olympic Committee resources allocated are given to us as United VIK, either we use it fully, or we have to reduce available cash in other program/project areas.

Our National Team/Staff Program VIK Policy is:

1. All National Team program travel/training funding will be allocated as 90% cash and 10% United VIK. So there’s no misunderstanding, if your team was advised that it has been allocated $10,000, this will be recorded in our budget as $9,000 in cash and $1,000 in United VIK.

2. All National Team Program staff budgets are also being recorded as 90% cash, 10% VIK, and this is based both on expense budgets and salaries/stipends.

3. You are not required to have non-United flights pre-approved as long as they are within the approved funding budget.

We keep a constant eye on the United VIK balance. We receive our VIK allocation from the USOC on January 1. However, if we are able to secure United VIK before then, we will alert you immediately so that you can begin using it. We will review where each team and staff person stands around January or February, so that we can do everything to help you obtain the full value of the resources allocated to you.

Even if the USCA is not able to begin drawing against our United VIK allocation until January 1, we ask that you look into flying United to see if it is a viable option. The USCA accrues benefit (as bonus VIK) when we purchase tickets for curling flights. Again, we
will provide regular VIK status reports to you, and will keep you apprised as to whether or not more cash can be made available to teams and staff who have not yet met the 10% minimum VIK usage requirement. This will be based on the overall VIK balance and projections for the months remaining in this fiscal year.

We understand that United is not always an option, but the bottom line is that a percentage of the funding provided to you is in the form of United VIK, so everyone either helps use it or the funding gets reduced.

You should be aware that all staff (including in the National Office), as well as any directors flying on USCA business make United VIK their first priority when traveling, so that we can help turn this VIK into cash to support the high performance programs. We even have directors and others who will book personal flights using United VIK and then pay the USCA for these tickets to help convert the VIK to cash.

Lastly, the 10% is only a minimum. You are welcome to go as far above and beyond this as your budget allows. In past seasons a number of teams have realized the benefits of using the United Olympic Desk and VIK (lower ticket fares because they don’t charge the fees and taxes, and another non-public United resource to call when things go wrong during your travels).

If you have any questions, please contact Sandy Robinson or Rick Patzke at the National Office (888-287-5377). Thank you.

**Instructions for accessing United VIK:**

1. Call the USOC United Travel Desk: 800-841-0460 to arrange your itinerary (“coach airfare,” per USCA Financial Policies).

2. Tell the Travel Desk that the travel is to be charged to U.S. Curling’s Performance Pool VIK.

3. Alert Sandy Robinson (sandy.robinson@usacurl.org) and Rick Patzke (rick.patzke@usacurl.org) that you have an itinerary waiting for USCA approval.

4. The Travel Desk will send a copy of your itinerary to the USCA via email and/or fax. Per protocol established with the USOC, Sandy and Rick are authorized to approve use of the VIK, and one of them must call the Travel Desk with final approval before the ticket will be issued.

5. The USOC then reviews and approves the ticket order.

6. Once the approval and ticketing processes are completed, the ticket will be forwarded to you via email.
During times when VIK is not available, we can cover United flights booked through the Travel Desk using the USCA credit card. You would follow the same basic procedure to contact the USOC United Travel Desk, but instead of asking them to charge the ticket to VIK you would indicate payment is to be made using the credit card.

Thank you again!
Attachment B
U.S. Paralympics Wheelchair Curler Assessment Form

Players will be assessed in the following areas during the 2014 Paralympic Team Selection process. Players will be ranked using the scale below. The Player Selection Committee shall have the discretion to design additional skills tests as may be deemed necessary.

The scale for numerical assessment is:

1 - Deficient
2 - Needs improvement
3 - Nationally capable
4 - Internationally capable
5 - Internationally exceptional

**Shot Execution:**

**Draws** (In-Turns and Out-Turns Assessed Separately):
- Accuracy to Broom
- Weight Consistency

**Takeouts** (In-Turns and Out-Turns Assessed Separately):
- Accuracy to Broom
- Weight Consistency

**Shot Variety:**
- Promotion
- Hit and Roll
- Guard
- Ability to make different shots consecutively (i.e. guard followed by take-out)

**Skipping:** (Assessed primarily for players trying out for Skip and Third Position)
- A variety of game situations will be designed to test knowledge of strategy and reading of ice conditions. Also included would be ability to read delivery releases and adjust ice accordingly.

**Game Situations:** for all athletes
- Understanding of strategy and shot making skills under pressure.

**Personal Interview and evaluation:**
- Evaluation of team compatibility
- Ability to handle adverse situations and remain a strong team player
- Commitment and goals