

USAAI Contract

This contract ("Contract") is entered into, effective as of the date entered below (the "Effective Date"), by and between USA Athletes International ("USAAI") and Traveler. USAAI has invited Traveler to participate in an international sports program ("Program"). Traveler hereby accepts that Invitation and agrees to participate in the Program subject to the following conditions:

USAAI has full television, video, and photographic rights in and to any and all of the Program and/or events affiliated with the Program.

USAAI reserves the right, at its own discretion, to accept or decline approval of any individual as a member of USAAI.

1. Services

USAAI will arrange for Traveler to participate in the Program. These arrangements will consist of the following:

Roundtrip air transportation from the team's gateway city airport to the international destination(s) listed on the Program Itinerary;
Hotel accommodations at international destination(s) listed on the Program Itinerary;
Meals as outlined in the Program Itinerary;
Tours as outlined in the Program Itinerary;
Uniforms and USAAI apparel;
International and USA Sports sanctioning approvals;
Tour manager; and
Coaching staff.

USAAI acts only in the capacity as agent for the owners and contractors providing transportation, hotel accommodations, and/or other services. All Program services, tickets, and vouchers are subject to any and all terms and conditions provided by the issuers. The Traveler's acceptance of any service provided as part of the Program or of any ticket or voucher shall be deemed to be acceptance of and consent by the Traveler to these conditions. All services are subject to the law of the country in which the services are provided. Traveler is responsible for the accuracy of the information on Traveler's travel reservations for the Program and releases USAAI to discuss with any person/persons named in the registration materials regarding information concerning the completion of services, payments, cancellation policy, changes to travel plans, publicity rights, member acceptance, fund raising, injury, or additional provisions of this agreement.



2. Payments

Participant accepts the Invitation to participate in the Program and agrees to make all payments stated therein in full on or before the final payment deadline. The final payment deadline for any trip is set at 60 days prior to departure for the trip the participant has agreed to be a part of and completed this online registration. In the event of a change in trip departure date, the final payment date will be adjusted to 60 days prior to the departure date for the trip.

Payments Based on Effective Date

If the Effective Date is on or before January 31 of the scheduled travel year, Participant's first \$300.00 deposit must be submitted with a completed registration to list Participant's name in the travel group and for Participant to attend the Program. USAAI may only hold Participant's position in the travel group for 21 days after Effective Date, but the expiration of 21 days does not relieve Participant from Participant's payment obligations. The second \$300 deposit payment must be received by USAAI within 30 days of the Effective Date. See the Cancellation Policy in § 3 below.

If the Effective Date is after January 31 of the scheduled travel year, Participant's first \$600.00 deposit must be received by USAAI with a completed registration to list Participant's name in the travel group and for Participant to attend the Program. The second \$300 deposit payment must be received by USAAI within 30 days of the Effective Date. In addition, Participant's payments to USAAI must total \$1,850.00 45 days before the Final Payment Due Date in order for USAAI to hold Participant's position in the travel group and for Participant to attend the Program.

If the Effective Date is within 30 days of the Final Payment Due Date, USAAI must receive full payment within five days of the Effective Date for Participant to be included in the travel group and attend the Program. If USAAI has not received full payment on or before the Final Payment Due Date, Participant will be assessed a \$100.00 late fee. If USAAI has not received full payment 45 days prior to the departure date listed in the Invitation, Participant's reservation will be cancelled, and Participant shall be subject to the Cancellation Policy outlined in § 3 below.

Rates are subject to change without notice. Prices are in U.S. dollars and are based on the current rate of exchange as of September 1 of the previous year. Rates may change due to currency fluctuations, airline fuel surcharges, or for other reasons.

Traveler is responsible for any costs associated with damage that Traveler may do to hotels, ground transportation, athletic facilities, or other real or personal property while participating in the Program.



3. Cancellation Policy

DATE CANCELLATION FORM RECEIVED BY USAAI	CANCELLATION FEE
More than 120 days prior to departure	If paid, Traveler forfeits \$600 deposit. If unpaid, Traveler pays \$600 or any unpaid portion thereof.
Between 120 and 90 days prior to departure	50% of the total trip cost.
Between 89 and 65 days prior to departure	75% of the total trip cost.
Between 64 and 36 days prior to departure	100% of the total trip cost.
Between 35 days prior to departure and departure date	100% + \$425.00 roommate private accommodations surcharge
If Traveler is absent for departure flight from gateway city	100% + \$425.00 roommate private accommodations surcharge

All cancellations must be in writing using the Cancellation Form and mailed to USAAI at:

USA Athletes International, 12819 S. Navaho Dr, Olathe, KS 66062 or sent via facsimile to (913) 782-5556. Traveler's first \$300 deposit is not refundable. Traveler's second \$300 deposit is not refundable 30 days after the Effective Date.

If Traveler cancels or otherwise elects not to participate in the Program, Traveler shall pay a Cancellation Fee that is a percentage of the total Program cost and is based on the date that USAAI receives Traveler's Cancellation Form. The Cancellation Fees are outlined in the table above.

All Traveler funds, payments and or donations, become the property of USAAI. Any funds exceeding the total trip costs, will be applied toward the USAAI Scholarship fund for future awards or may be escrowed toward future travel with USAAI. Escrowed funds not used within a 12 month period will be applied toward the USAAI Scholarship Fund.

All airline tickets are non-refundable and non-transferable. USAAI strongly recommends that Traveler separately purchase travel insurance.

4. Changes to Travel Plans

There may be circumstances beyond the control of USAAI and/or its suppliers that necessitate revisions of the Program Itinerary, including tour date changes. In that event, USAAI will make a good-faith effort to maintain the intent of the original Program Itinerary. USAAI reserves the right to alter any part of the Program it deems necessary or advisable. Any additional cost resulting from such change(s) shall be paid by Traveler. USAAI shall not be or become responsible or liable in any way whatsoever for any loss, injury, or damage due to sickness, weather, strikes, war, quarantine, injury or arising in any other way during the Program.



If Traveler changes his/her flight or ground itinerary, Traveler shall incur a \$300 change fee and pay the difference in the fare. Changed flight and/or ground itineraries must be re-ticketed within one year of the original issue date. If Traveler changes the name(s) on his/her travel reservations, Traveler shall incur a \$200 change fee.

5. Publicity Rights

6. Member Acceptance

7. Fundraising

If Traveler elects to raise funds to pay all or part of the costs associated with the Program, Traveler is responsible for knowing and complying with rules that his/her school, team, conference, and/or athletic association might have with respect to fundraising.

Funds raised by Traveler above and beyond the cost of the Program become the property of USAAI.

8. Injury

Participation in athletics, and the Program generally, carries with it the risk of injury and/or illness. Traveler acknowledges that the danger of injury and/or illness is open and obvious to him/her. Traveler assumes the risk of such injury and/or illness. Traveler waives any claim that Traveler, or anyone associated with Traveler, might have against USAAI for any injury and/or illness that Traveler might sustain while participating in, or in any way related to, the Program.

In the event that Traveler is injured between the Effective Date and the Program's departure date, Traveler is still welcome to attend the Program and participate as much as Traveler is able. Sustaining an injury, however, does not change Traveler's rights and obligations under this Contract. If, due to injury, Traveler wishes to change or cancel Traveler's participation in the Program, then Traveler must follow the procedures outlined in §§ 3 or 4 above.

9. Additional Provisions

This Contract shall be construed, interpreted and enforced according to the laws of the State of Kansas. The failure of USAAI to complain of any action or non-action on the part of Traveler or to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option, right, or remedy contained herein shall not constitute or be construed as an approval or waiver of such action, non-action, term, provision, option, right or remedy with respect to the existing situation or any future situations, unless USAAI expressly approves or waives such action, non-action, term, provision, option, right, or remedy in writing and then only to the extent of such approval or waiver.

If for any reason any one or more portions, terms, provisions, or conditions of this Contract are declared or



determined by a court of competent jurisdiction to be invalid or unenforceable, the validity, effectiveness and enforceability of remaining portions of this Contract shall not be affected thereby but shall continue in full force and effect.

This Contract, together with the documents explicitly referred to herein, constitute the entire agreement between USAAI and Traveler and supersedes all prior negotiations, representations, statements, understandings, and agreements between the parties. USAAI and Traveler acknowledge that no representations, inducements, promises, or agreements have been made, orally or otherwise, by a party, or anyone acting on behalf of a party, which are not set forth in this Contract. Traveler shall not have the right to assign this Contract.

Except as otherwise expressly provided herein, this Contract may be amended, supplemented or terminated, in whole or in part, only by a written instrument signed by both parties hereto or sent via electronic mail by one party with confirmation sent via electronic mail by the other party.

If Traveler fails to pay any fee outlined herein or in Traveler's Invitation, USAAI may initiate a collection action against Traveler in a Kansas State Court or any other court of appropriate jurisdiction. If USAAI is awarded a judgment against Traveler, Traveler shall pay USAAI's legal fees and costs, including all reasonable attorneys' fees, associated with securing and executing that judgment.

Section 9F notwithstanding, any dispute between any of the parties hereto or claim by a party against another party arising out of or in relation to this Contract or in relation to any alleged breach thereof must be finally determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings will take place in Olathe, Kansas or such other location as the parties in dispute later agree upon. The proceedings will be governed by the laws of the State of Kansas as such laws are applied to agreements between residents of the State entered into and to be performed entirely within the State. There will be one arbitrator who must be an individual skilled in the legal and business aspects of the subject matter of this Contract and of the dispute. The arbitrator will be appointed by the American Arbitration Association. The decision rendered by the arbitrator will be final and binding upon the parties in dispute without right of appeal, it being the intent of the parties that such decision, and, irrespective of any contrary provision of the laws of Kansas respecting rights of appeal, such decision may not be appealed. In no event may the arbitrator or arbitrator's award consequential, punitive, exemplary or treble damages, irrespective of the laws of the Kansas, including any law of Kansas that may not permit the waiver of such type of damages. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision and an order of enforcement. Costs of the arbitration will be assessed by the arbitrator against the party against whom the decision is rendered, and will be paid promptly by that party.

To accept your Invitation to participate in the USAAI tour, Traveler must enter today's date and Traveler's name below and select "I accept" to acknowledge Traveler's consent to the terms of this Contract. If Traveler is under eighteen (18) years old, Traveler's legal guardian must enter the legal guardian's name below and select "I accept" on behalf of Traveler. If either Traveler or Traveler's Legal Guardian selects "I accept" without reading this Contract, Traveler and/or Traveler's Legal Guardian are still agreeing to be bound by all of the Contract terms, without limitation. Please print a copy of this Contract for your records.

