

**U.S. SYNCHRONIZED SWIMMING
TEAM LEADER SELECTION PROCEDURES
2012 OLYMPIC GAMES
May 18, 2011**

These procedures provide for selection of U.S. Synchronized Swimming's ("USA Synchro") Team Leader for the 2012 Olympic Games. However, accreditation allocation is not guaranteed and will be based on final USOC credential allocation and overall team size.

1. What are the NGB's criteria for Team Leader position (attach a job description, if any)?

Team Leader must:

- i. Successfully pass a USOC approved background check.
- ii. Possess a valid passport that does not expire until at least six months after the conclusion of the Games.
- iii. Have the ability to work effectively with the USOC.
- iv. Have strong administrative, communication and organizational capabilities/skills.
- v. Be responsible for Team's adherence to all rules regarding discipline at the Games.
- vi. Fulfill all duties and requirements of the USOC including attendance at USOC Games related meetings.
- vii. Be available for entire duration of the Games, including team's arrival, training, competition and departure.
- viii. Have the NGB's approval to make financial decisions regarding the Team.
- ix. Be in good health and able to withstand the physical rigors of traveling with and working with the Team.
- x. Have proven ability and managerial or team leader experience leading teams at the national or international levels.
- xi. Have proven ability to establish harmonious relationships with athletes and team personnel.
- xii. Have proven ability to handle crisis management situations, as well as routine administrative duties.
- xiii. Have a comprehensive knowledge and understanding of FINA rules and regulations governing the sport.
- xiv. Be the currently employed National Team Director. Part of the duties of the National Team Director for USA Synchro is to serve as Team Leader as assigned by the Executive Director.

2. How will the NGB make known the Team Leader position and/or application process?

Position will not be open for applications as the position of Team Leader will be filled by the National Team Director (i.e., a full-time, USA Synchro staff member).

3. Describe the intended method of:

A. Identifying the pool of candidates to be considered for Team Leader position:

See #2 above.

B. Selecting the candidate(s) who best fits the job description for Team Leader:

The USA Synchro Executive Director will recommend the National Team Director to serve in the capacity of Team Leader.

4. Describe the removal of Team Leader:

An individual who is to be nominated as the Team Leader by the NGB may be removed as a nominee for any of the following reasons, as determined by the NGB.

- Voluntary withdrawal. Team Leader nominee must submit a written letter to the NGB CEO/Executive Director.
- Injury or illness as certified by an approved NGB physician (or medical staff). If the individual refuses verification of his/her illness or injury by an approved NGB physician (or medical staff), his/her injury will be assumed to be disabling and he/she may be removed.
- Violation of the USA Synchro National Team Agreement. (Attachment A)
- No longer employed as National Team Director.

Once a Team Leader nomination is accepted by the USOC, the Team Leader is subject to the USOC Code of Conduct and Grievance Procedures.

5. Describe the replacement of Team Leader:

In the event that the Nominated Team Leader is unable to perform the duties of Team Leader, for injury, illness, Code of Conduct violation or any other unforeseen circumstances that would result in the need to replace him/her, the replacement candidate must meet all of the criteria listed in #1 above.

6. Which group/committee will make the final:

A. Recommendation of the Team Leader?

The USA Synchro Executive Director will recommend the National Team Director to serve in the capacity as Team Leader.

B. Approval for the Team Leader?

The USA Synchro Executive Director will make the final approval for the Team Leader nominee for the 2012 Olympic Games.

7. Conflict of Interest:

An individual who is being considered for the Team Leader position and who is involved in the selection process shall recuse himself or herself from any discussion or decision involving selection of the Team Leader.

8. Publicity/Distribution of Procedures:

The USOC approved selection procedures (complete and unaltered) will be posted/published by the NGB in the following locations:

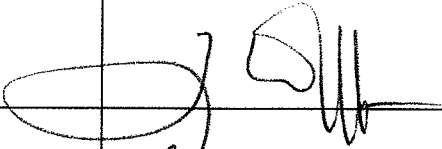

A. Web site: www.usasynchro.org

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

B. Official Publication (if any): N/A

C. Other

A notification email will be sent to all professional and athlete members within 5 business days following notice of approval by the USOC informing them that the selection procedures have been posted on www.usasynchro.org.

Position	Print Name	Signature	Date
NGB President or CEO/Executive Director	Terry Harper		5/27/2011
USOC Athletes' Advisory Council Representative*	Sara Lowe		7/5/2011

*If 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 AAC Representative constitutes that he/she has read and understands the Selection Procedures and certifies that the Selection Procedures submitted represent the method approved by the NGB. If the AAC Representative reads and does not agree with the Selection Procedures being submitted by the NGB, he/she may submit those reasons in writing to his/her Sport Performance representative.

Attachment A

UNITED STATES SYNCHRONIZED SWIMMING NATIONAL TEAM AGREEMENT

United States Synchronized Swimming, Inc. ("USA Synchro") congratulates you on your selection as a candidate for our 2012 National Team! Because of the many privileges and responsibilities which National Team athletes, coaches, managers and other members of the official delegation receive and incur as representatives of the United States and USA Synchro in international and national competition, USA Synchro requires that you sign this Agreement as a condition of your becoming a member of the National Team. **This is a legally binding document, so please read it carefully before you sign it.**

AGREEMENT

In order to meet its obligations as the National Governing Body for the sport of synchronized swimming, including fielding teams to represent the United States in international competition, USA Synchro selects, trains, and funds National Teams. As part of that process, USA Synchro desires to provide the athletes, coaches and managers that comprise its National Team with various forms of support designed to assist the athletes in their training and competitive efforts.

I hereby accept USA Synchro's offer that I become a member of its National Team, and hereby agree to comply with each and all of the following terms and conditions. I recognize that, as a member of the Team, I am serving as a representative of the thousands of people participating in synchronized swimming throughout the United States who are members of USA Synchro, and I will conduct myself accordingly.

1. **Participation in Training Camps, Exhibitions and Competitions.**
 - a. If I am participating as an athlete, I will comply with all training requirements established by the coach, manager and/or USA Synchro's National Team Director. This includes, but is not limited to, requirements that I:
 - (1) participate in all National Team training camps for the full duration of those camps, unless excused by the National Team Director;
 - (2) attend all practices and events; and follow established procedures and present proper documentation when, under extenuating circumstances, I am unable to attend;
 - (3) adhere to training schedules and regimens provided;
 - (4) participate in all required psychological and physical testing;
 - (5) maintain myself in competition-ready physical condition, including that I will:
 - (a) condition myself properly and follow up with all physical therapy to maximize performance;

- (b) be prepared for simulated competition or verification of physical conditioning at any time. I will communicate my need for training alterations due to injury or illness to the Head Coach or National Team Director prior to workout;
 - (c) develop and maintain my stamina and endurance, and be able to perform the entire routine and any other training task without signs of fatigue; this includes that I will maintain all elements of performance at same levels throughout (e.g., height out of the water, extension, power, presentation, etc.);
 - (d) demonstrate proper levels of strength output as well as ability to generate power (strength and speed) throughout any skill or performance;
 - (e) develop and maintain high levels of joint flexibility in stationary positions and throughout a range of motion on all basic land and water positions. Target areas are: hips, shoulders, lower back, ankle/toe, neck, and wrist; and
 - (f) be able to move with ease and precision while exhibiting fully stretched and tight positions in any skill or performance.
- (6) Use my best efforts to keep myself in good health, and will:
- (a) practice a safe and proactive approach to prevent illness and injury. I will promptly report any illness and/or injury to the National Team Director; and
 - (b) maintain appropriate and healthy nutrition habits to sustain my ability to train and compete at the high intensity levels required for elite athletes.

b. As an athlete, I will make every effort to be available to:

- (1) participate in national or international competitions and exhibitions when requested to do so by USA Synchro, and
- (2) perform to the best of my ability whenever participating in any competition or exhibition.

Upon arrival for a competition or exhibition I will report immediately to the team coach or manager for information regarding workout times, meals and other activities related to my participation.

c. If I am participating as a team coach or manager, I will comply with all requirements established by USA Synchro, including that I will:

- (1) participate in all National Team training camps for the full duration of those camps, unless excused by the National Team Director;
- (2) prepare and implement training schedules and regimens for athletes;
- (3) voice all concerns within the coaches/team meetings;
- (4) refrain from any conversations or activities which could be construed as inappropriate or divisive;
- (5) support the decisions of, and be responsive to, the National Team Director and/or Head Coach; and

- (6) not voice concerns, selection/competition results, or other information from training/preparation or selection camps to non-national team members via phone, e-mail or other method.
- d. As a team coach, manager or other member of a delegation, I will make every effort to be available to:
 - (1) participate as such at national or international competitions and exhibitions when requested to do so by USA Synchro, and
 - (2) perform my duties to the best of my ability whenever participating in any competition or exhibition.

2. **Reimbursement of USA Synchro and the USOC Upon Withdrawal.** I hereby acknowledge that if I voluntarily withdraw from any training camp, competition or exhibition for which my participation is expected as a National Team member, if requested, I shall reimburse USA Synchro for all costs incurred on my behalf for travel, lodging and all other expenses reasonably and customarily associated with the National Team training camp, competition, or exhibition from which I withdrew.

I understand and agree that any premature departure by me from the expected activities of the National Team shall be deemed to be a voluntary withdrawal, except a departure necessitated by my injury or illness certified by a USOC or USA Synchro physician, or an extreme personal or family emergency. In case of a dispute, I agree that the USA Synchro International Relations Review Subcommittee shall determine whether the withdrawal is voluntary.

3. **Compliance with Rules.** I will abide by the rules for synchronized swimming events and participants as established by USA Synchro and/or Fédération Internationale de Natation Amateur (FINA).
4. **Code of Conduct.** I will comply at all times and in every respect with the “Code of Conduct for United States Synchronized Swimming Inc.,” a copy of which is attached hereto as "Exhibit A," when attending USA Synchro-sponsored training camps or participating in a competition or exhibition as a National Team athlete, coach, manager, or other member of the National Team delegation.
5. **Eligibility Rules.** As an athlete, I will comply at all times and in every respect with the eligibility rules established by FINA and USA Synchro.
6. **Banned Substances.** As an athlete, I will not commit an anti-doping rule violation as defined by the International Olympic Committee (IOC), the World Anti-Doping Agency ("WADA"), FINA, the U.S. Anti-Doping Agency ("USADA") or the USOC.

I understand that it is my sole responsibility to provide to USADA information concerning my whereabouts whenever my contact information changes, and that my failure to do so may result in sanctions being imposed upon me by USADA, the USOC, WADA or FINA.

I AGREE TO SUBMIT TO PERIODIC, UNANNOUNCED DRUG TESTS AS CONDUCTED BY THE IOC, WADA, FINA, USADA OR THE USOC.

7. **Travel and Lodging.** I agree to travel with the National Team and use the food and lodging services provided for the National Team. If for any reason I cannot do so, I hereby assume any and all additional costs resulting from my decision not to take advantage of (or to change) the transportation, food and/or lodging services provided by USA Synchro while traveling with the National Team.
8. **Passport.** I will have in my possession at all times a valid and current passport when attending USA Synchro-sponsored training camps or participating in a competition or exhibition as a National Team athlete, coach, manager, or other member of the National Team delegation. I will provide additional passport-style photos for use in visa applications. I will notify the USA Synchro National Office of my passport number, place of issue and date of issue, and, as an athlete, I will notify the team coach or manager of my passport number, place of issue and date of issue.
9. **Appearance.** I will dress in appropriate National Team apparel provided by USA Synchro's national suppliers and sponsors, as required, including warm-up, competitive and travel apparel. With the exception of "competitive gear" as determined by the USOC, I will refrain from wearing apparel manufactured by or displaying the logo of a competitor of USA Synchro's national suppliers and sponsors when:
 - a. I attend USA Synchro-sponsored training camps, participating in competitions or exhibitions; or
 - b. I participate in public or media appearances as a member of the National Team.
10. **Promotional Activities.** I will participate in promotional events arranged to publicize USA Synchro, the sport of synchronized swimming and competitions in which the National Team will participate. I further understand and agree that USA Synchro has the sole and exclusive marketing rights to the name of the National Team, and that in arranging for my participation as part of such exhibitions USA Synchro is acting as the owner of those intellectual property rights and not as an agent for me as an athlete.
11. **Media Activities.** I will submit to reasonable requests for media interviews arranged by or through USA Synchro. (USA Synchro will consider your time commitments, previous obligations and specific training requirements when scheduling such interviews).
12. **Use of Image.** I grant to USA Synchro the non-exclusive right to use, license, assign, sell or otherwise use my name, image likeness, voice or performance as an athlete, coach or manager of the National Team (in accordance with NCAA regulations if applicable) indefinitely for the purposes of:
 - a. promoting the sport of synchronized swimming, my achievements as a synchronized swimmer, and the work of USA Synchro (including sponsorship solicitation materials).
 - b. promoting events sponsored or sanctioned by USA Synchro, provided, however, that this right shall not extend to events which have a title or presenting sponsor that is a competitor of a company with which I have an endorsement relationship;

- c. producing educational or safety materials;
 - d. producing television broadcasts, recordings or other factual accounts of the performance of the National Team or its members;
 - e. raising funds for USA Synchro through the sale of merchandise (including photographs, posters and prints) featuring images of the Team or any images or collection of images featuring more than one member of the Team;
 - f. allowing a company to identify itself as a national sponsor or official supplier of USA Synchro in advertising or promotions approved by USA Synchro. The permission given in this Subsection 12(f) is subject to the following limitations:
 - (1) that the use of my name, picture, image or performance by a national sponsor or official supplier be used only in connection with that company's reference to its status as a sponsor or supplier of USA Synchro or its National Team, and not to represent that I personally endorse the company's product or service; and
 - (2) any use, license or assignment made by USA Synchro pursuant to this Subsection 12(f) and prior to the expiration of this Agreement may continue for the duration of calendar year 2012 and for the duration of any contract entered into by USA Synchro which exceeds the 2012 calendar year.
 - g. As part of this commitment, I agree to pose for National Team pictures.
 - h. This license shall survive the expiration of the Term of this Agreement.
 - i. USA Synchro agrees to advise National Team athletes when it plans to use their images for the purposes set forth in Section 12 (f) (1).
13. **Medical Attention.** I give my consent to USA Synchro to provide, through a medical staff of its choice, customary medical care and athletic training, transportation and emergency medical services as warranted in the course of my participation as an athlete, coach, manager or other official member of the National Team.
14. **Waiver and Release.** I AM FULLY AWARE OF THE RISK OF CATASTROPHIC INJURY, PARALYSIS, AND EVEN DEATH, AS WELL AS OTHER DAMAGES AND LOSSES, ASSOCIATED WITH PARTICIPATION IN SYNCHRONIZED SWIMMING. I FURTHER AGREE THAT UNITED STATES SYNCHRONIZED SWIMMING INC., AND ITS SPONSORS, SUPPLIERS, EMPLOYEES, AGENTS, ATHLETES, COACHES, MANAGERS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OCCURRING AS A RESULT OF MY PARTICIPATION IN SYNCHRONIZED SWIMMING, EXCEPT FOR THAT WHICH RESULTS DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE ABOVE.
15. **Term.** This Agreement is effective from the date of the Athlete's / Parent's, Coach's or Manager's signature to Dec. 31, 2012.

16. **Discipline.** I understand and acknowledge that, in the event that I do not fully discharge each of the above responsibilities that I have undertaken as part of this Agreement (except for paragraph 12 above), I will be subject to any or all of the following disciplinary actions which may be taken by USA Synchro:
- a. **Private Action:** I may be counseled individually and in private by members of the National Team staff, USA Synchro officers or their designees.
 - b. **On-Site Action:** After a meeting with the National Team coach or his/her designee, the National Team staff or USSS officers may recommend temporary or indefinite suspension from all National Team activities, including, if I am an athlete, that I may be suspended from competitions in which I am entered and if I am a coach or manager, I may be precluded from participating in competitions, and may be sent home. I acknowledge that I have a right to a hearing prior to any suspension or loss of opportunity to participate in any competition with full due process.
 - c. **Delayed Action:** USA Synchro may recommend that its International Relations Review Subcommittee investigate my actions. If the Subcommittee requires my attendance at/or participation in one or more hearings, I may attend at my own expense.
 - d. **Final Action:** Upon recommendation of the International Relations Review Subcommittee, disciplinary proceedings before the USA Synchro National Board of Review may be convened against me.
 - e. **Commercial Action (for paragraph 12 above):** Remedies for an Athlete's violation of any Commercial Terms are strictly limited to commercial remedies, and cannot include denying the Athlete access to Protected Competitions, USOC-provided benefits (including but not limited to funding), access to Olympic Training Centers or Olympic Training Sites, membership on national teams, or Basic Services.
17. **Governing Law.** This Agreement is governed by the laws of the State of Indiana.

The signatures of the parties below indicate their willingness to be bound by the terms of this agreement.

I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

 Name of athlete,
 Coach, or manager

 Date

I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT AND MY CHILD'S ACKNOWLEDGEMENT AND AGREE THAT MY MINOR CHILD WILL ABIDE BY THE AGREEMENT.

Signature of Parent if athlete, coach
or manager is under 18

Date

Representative of
United States Synchronized Swimming Inc.

Date

CODE OF CONDUCT
UNITED STATES SYNCHRONIZED SWIMMING, INC.

Purpose

The purpose of the Code of Conduct is to provide a means of assisting the National Team, which consists of the team managers, coaches, and athletes of USA Synchro, to identify ethical conduct and to promote the best possible performance of United States synchronized swimmers in international, state games and USA Synchro-sanctioned events. Adherence to the Code of Conduct is intended to promote a favorable image and ensure the highest level of performance of United States Synchronized Swimming National Team representatives as ambassadors of their sport, sponsors of their programs, and of their country. Failure to comply with this Code of Conduct shall result in disciplinary proceedings as established by the National Team Agreement.

General Conduct

1. This Code of Conduct applies to the National Team, which consists of the athletes, team coaches, managers and other members of the official delegation when representing USA Synchro in all domestic and international events and at training camps for such events.
2. Except where the USOC has designated equipment as “competitive gear,” the National Team shall comply with USA Synchro uniform and equipment requirements. The team manager or coach shall detail the uniform and equipment requirements at the beginning of each training camp or competition.
3. The irresponsible use of alcohol is prohibited throughout the duration of the training camp or competition. The operator of any motor vehicle shall not consume alcohol if the motor vehicle has National Team members as occupants.
4. The use of controlled substances is prohibited, except controlled substances prescribed as medication by a physician and approved by a member of the medical staff responsible for the National Team in compliance with the WADA and USADA standards.
5. To prevent inappropriate posting of photos and/or statements on the Internet, National Team members shall take reasonable steps to avoid unnecessarily exposing themselves to compromising situations. The National Team members should, first and foremost, act in a way that does not detract from the image of the team, USA Synchro and the United States.
6. The National Team members shall monitor their own websites (including Facebook, Myspace, Twitter) on a regular basis to ensure inappropriate photos and/or statements are not posted that may tarnish the image of the team, USA Synchro and the United States. Athletes should take immediate action to have the photos and/or statements removed from their website(s).
7. The National Team shall adhere to curfews established by the team managers or coaches each day of training camp or competition.

8. The National Team shall not violate any laws or regulations of the country in which the training or competition takes place.
9. Any additional guidelines required for a particular competition or training camp for the USA Synchro National Team shall be established in writing by the team manager or coaches.