

**USA SWIMMING
ATHLETE SELECTION PROCEDURES
2008 FINA WORLD CHAMPIONSHIPS
Manchester, England**

DEFINITIONS – The following common definitions shall apply to this Team Selection Procedure:

- A. Competition: The “Competition” shall mean the 2008 FINA Short Course World Championships, to be contested April 9-13, 2008, in Manchester, England.
- B. Available Swimmer: "Available Swimmer" shall mean a swimmer who (i) qualifies for the Team in an Event according to this Procedure and remains available through the Competition, (ii) satisfies all the FINA, World Anti-Doping Agency (WADA), United States Anti Doping Agency (USADA) and USA Swimming applicable eligibility requirements, (iii) accepts the invitation to become a member of the Team when that invitation is offered by USA Swimming, and (iv) agrees to swim in the Event for which he/she qualifies. If a swimmer does not satisfy these requirements, then he or she is not considered an Available Swimmer.
- C. World Ranking: “World Ranking” shall be determined in accordance with Section I.b.3.
- D. Doubles: “Doubles” shall refer to the instance when one swimmer qualifies to compete in two or more different swimming Events at the Competition.
- E. Finals: “Finals” shall mean the heats that are conducted in the Qualifying Competition from which the top finishers are determined (A, B and C finals).
- F. Event: “Event” shall refer to the individual races held at the Qualifying Competition in the 25-yard pool and the individual races held at the Competition.
- G. Head Coach: Unless otherwise indicated, "Head Coach" shall refer to the head coach of the Team.
- H. Initial Team: The "Initial Team" shall refer to the Team announced by USA Swimming on December 10, 2007.
- I. National Team Head Coach: "National Team Head Coach" shall refer to the USA Swimming National Team Head Coach, or his/her designee.
- J. Qualifying Competition: “Qualifying Competition” shall mean the 2007 USA Swimming Short Course National Championships, November 29 – December 1, 2007, held at Georgia Tech University. For the National Championships, only swims from the finals (A, B, and C) will be considered for the Team. Preliminary heats, relay lead offs and time trials shall NOT be considered for selection, but may be considered in making other determinations as described herein.
- K. Swim Offs: “Swim Offs” may be held at the Qualifying Competition for the sole purpose of determining priority selection order. They are put in place to determine ties between athletes in the same qualifying event and are a one time

opportunity to resolve the tie for placement on the team. The time from the swim off will NOT count towards selection to the Initial Team.

L. Team: "Team" shall mean the 2008 FINA Short Course World Championship Team.

I. **Selection Eligibility**. To be eligible for selection to the Initial Team at the time of selection, a swimmer must be eligible under all applicable rules of FINA, including FINA "A" and "B" Qualifying Time Standards (if applicable), the U.S. Anti-Doping Agency (USADA), and USA Swimming. USA Swimming rules require an athlete to be a citizen of the United States who is eligible to represent the United States at the Competition, and a registered athlete member of USA Swimming in good standing.

a. **Additional Requirements for Selection**.

All swimmers selected to the Team will be required to comply with all applicable rules and requirements of FINA, WADA, USADA, and USA Swimming. Specifically, and without limitation, each swimmer selected to the Team shall:

- i. Sign and abide by the USA Swimming Honor Code, Waiver and Release, and Commitment Declaration (See Attachments A, B, and C) and conform to all USA Swimming policies and protocol regarding Team preparation and participation;
- ii. Allow USA Swimming and its sponsors to use a swimmer's likeness, photograph and/or image as part of a "national team" marketing campaign, provided that USA Swimming and/or the sponsor's use (i) includes the likenesses, photographs and/or images of at least four individuals as part of the national team, (ii) promotes USA Swimming and/or the National Team, or the sponsor's sponsorship of USA Swimming and/or the National Team; and (iii) does not state or imply any endorsement by any swimmer of any products or services;

b. **Initial Team Selection—Making and Filling the Team**.

- i. Team Size. The maximum allowable Team size is up to thirteen (13) men and thirteen (13) women. The actual Team size will be determined once all selection criteria have been implemented. For purposes of this Procedure, the men's and women's components of the Team shall be considered separately.
- ii. Performance Criteria for Team Selection. The highest placing Available Swimmer in each of the individual Olympic events in the finals of the Qualifying Competition will be invited onto the Initial Team. (Relay lead-offs and time trials will not be considered). Each swimmer shall either accept or deny the invitation and if the invitation is accepted, the accepting swimmer shall be named to the Initial Team. In the event that a swimmer denies the invitation, the next fastest swimmer in that event shall be invited and given the opportunity to accept or deny the invitation. This process shall continue until a swimmer is selected to the Team for each individual Olympic event.

- iii. **Vacant Team Positions Due to Doubles.** If the above performance criteria for Team selection results in a Team of less than thirteen (13) men or thirteen (13) women because certain Team members qualify for selection in more than one event, the remaining members of the Team shall be selected as follows (this criteria is applicable separately for each gender):
 1. After the first Double by an Available Swimmer, the next highest finishing Available Swimmer in the 100 Freestyle will be selected to the Initial Team.
 2. After the second Double by an Available Swimmer, the next highest finishing Available Swimmer in the 200 Freestyle will be selected to the Initial Team.
 3. After the third Double by an Available Swimmer, the highest world ranked Available Swimmer in an Individual event will be chosen. This will be based on the most current 2007 Long Course World Rankings. This process will occur until the Team has been filled.
 4. FINA rules allow up to two (2) competitors per country per individual event. Once an individual event is full, the next Available Swimmer based on the current 2007 Long Course World Rankings will be chosen.
 5. The World Ranking shall apply in Long Course Meters only (50m pool), and are formulated by integrating each swimmer's best long course time in 2007 (in the Event under consideration from the Qualifying competition) into the most updated 2007 FINA Long Course World Rankings available to USA Swimming.

- c. **Unfilled Individual Events.** As FINA rules allow up to two (2) competitors per country in each individual event, all swimmers who are named to the Team shall be eligible for any unfilled positions for the events at the Championships under the following procedures:
 - i. Any unfilled positions in Olympic Events shall be filled by the Team member who has swum the fastest long course meters time in such event during January 1, 2007 through November 28, 2007.
 - ii. For non-Olympic individual events at the Championships (M/W 50 Butterfly, M/W 50 Backstroke, M/W 50 Breaststroke, M/W 100 Individual Medley, Men's 800 Freestyle and Women's 1500 Freestyle), athletes who are already on the Team will be named in these events according to two priorities:

Priority #1 - The first opportunity will be given to those athletes who have qualified for the Team in the events listed below:

<u>First Offer to Those on Team In:</u>		<u>Non-Olympic Event</u>
Men's/Women's 100 Butterfly	for	Men's/Women's 50 Butterfly
Men's/Women's 100 Backstroke	for	Men's/Women's 50 Backstroke
Men's/Women's 100 Breaststroke	for	Men's/Women's 50 Breaststroke
Men's/Women's 200 IM	for	Men's/Women's 100 IM
Women's 800 Free	for	Women's 1500 Free
***Men's 400 and 1500 Free	for	Men's 800 Free

Priority #2 - Should an athlete in one of the non-Olympic events decline the opportunity to swim that particular race, all other swimmers named to the Team shall be eligible for entry into any unfilled positions in these 10 events, provided that such entries would not detract from performance in the event(s) for which such swimmer qualified. This decision shall be jointly made between the athlete, the Head Coach and the National Team Head Coach. Any unfilled position(s) for the individual events shall be filled by the Team member(s) who has swum the fastest long course meters time (or second fastest long course meters time if two (2) positions per event are to be filled) in such event from January 1, 2007 through and including November 28, 2007.

*** The athletes in the men's 400 and 1500 free (long course meters) who have the highest world ranking from their swims that qualified them for the team, according to the most recent 2007 World Rankings, will be offered the first opportunity to swim the men's 800 free.

d. Breaking a Tie

i. Tie in Same Event. In the instance where there is tie between two or more swimmers in the same event, a swim-off will be held in that event to break the tie at a time determined by the National Team Head Coach.

ii. Tie in Different Events. In the instance where there is a tie between two or more swimmers in different events for the final position(s) on the Initial Team pursuant to the World Rankings, the tie will be broken as follows:

(a) Each swimmer's best long course performance swum in 2007 (in the event under consideration) will be rated according to the most recent FINA 2007 Long Course Performance Ratings and the swimmer(s) with the highest rating shall be selected to the final position(s) on the Initial Team.

(b) If this does not break the tie, then each swimmer's best long course performance swum in the event in 2007 will be converted into a ratio, using the World Record (as of Nov. 1, 2007) as the numerator and the best time in 2007 as the denominator, and the swimmer(s) with the highest ratio shall be selected to the final position(s) on the Initial Team.

(c) If this does not break the tie, the 2007 World Rankings will be used and the swimmer with the highest ranking will be added to the Initial Team.

(d) If this fails to break the tie, the tie will be broken by random draw.

Available Swimmer's Times. Any and all times used to break a tie, used in consideration to make the Team shall be based on long course world rankings. (50m course).

e. Adjustments to the Team Between Selection of Initial Team and March 20, 2008

- i. Filling Vacant Team Position. If, for any reason, a position on the Team shall become vacant between the selection of the Initial Team and March 20, 2008, such vacancy shall be filled as follows, provided, however, that nothing in this Section shall have the effect of bumping off the Team a swimmer who has already been selected to the Team:
- ii. Team Was Full Prior to Vacancy. If a vacancy occurs when the Team, prior to the vacancy, had a full contingent of swimmers for that gender (13), then the vacancy will be filled by the next fastest Available Swimmer as determined in accordance with Section I. b, provided, however, that for purposes of the priorities set forth in Section I. b, the swimmer causing the vacancy will be considered not to have swum in the events for which he/she qualified for the Team, and swimmers who finished below him/her shall move up the standings accordingly.
- iii. Team Was Not Full Prior to Vacancy. If a vacancy occurs when the Team, prior to the vacancy, did not have a full contingent of swimmers for that gender (less than 13), then the vacancy will be filled by the next fastest Available Swimmer based on the combined rankings of the Qualifying Competition from each event left vacant by the vacancy in the Team. If the next fastest Available Swimmer is already on the Team, then he/she shall serve as the replacement in that event, and no swimmer from that event will be added to the Team. If adding the next fastest Available Swimmer from each event left vacant would cause the Team to exceed the maximum number of 13, then those swimmers who qualify as the next fastest Available Swimmer in the events left vacant shall be ranked according to the procedure described in Section I b, and the swimmers ranked highest according to that procedure shall be added to the Team until the Team reaches its maximum number of 13 or all vacant events have been filled. For any event that does not have the next fastest Available Swimmer added to the Team according to this process, the vacancy in that event will be filled according to Section I.d.

f. Filling Vacant Event Position With No Team Vacancy.

- i. A Team member who Doubles may determine, in consultation with the Head Coach and National Team Director, that it is in his/her best interest, either due to injury, the timing of events at the Competition, or otherwise, not to compete in all of the individual events for which he/she has qualified, but to remain on the Team and compete in some of the events for which he/she qualified. In this case, he/she may decline the opportunity to compete in any individual event, provided, however, that he/she is encouraged to notify the National Team Head Coach or his designee of his/her decision as soon as possible.
- ii. If the Team is full (13) at the time of his/her decision, the vacancy in any event(s) shall be filled by the swimmer already on the Team who has recorded the fastest time in that event during the period beginning January 1, 2007 and continuing through and including November 28, 2007; provided, however, that the replacement swimmer must agree, after consulting with the Head Coach and National Team Head Coach, to compete in the additional event. If the replacement swimmer does not

agree to swim in the additional event, then the replacement swimmer shall not be considered an Available Swimmer for that event. This process shall repeat until the event is filled.

- iii. If the Team is not full (less than 13) at the time of his/her decision, then the vacancy in any event(s) shall be filled by the next fastest Available Swimmer based on the combined rankings of the Qualifying Competitions for each event left vacant. If the next fastest Available Swimmer is already on the Team, and he/she agrees after consulting with the Head Coach and National Team Head Coach to swim in the additional event, then he/she shall serve as the replacement in that event, and no swimmer from that event will be added to the Team. If he/she declines to swim in the additional event, then he/she shall not be considered an Available Swimmer for that event, and the next fastest Available Swimmer will be considered. If adding the next fastest Available Swimmer from each event left vacant would cause the Team to exceed the maximum number of 13, then those who qualify as the next fastest Available Swimmer in the events left vacant shall be ranked according to the procedure described in Section I d, and those ranked highest according to that procedure shall be added to the Team until the Team reaches its maximum number of 13. For any event that does not have the next fastest Available Swimmer added to the Team, the vacancy in that event will be filled according to Section I.e.

II. REPLACEMENT ATHLETES

Adjustments to the Team After Entry Deadline for Competition (March 20, 2008).

If, for any reason, an additional Team position or an additional event position shall become vacant after March 20, 2008, no additional members shall be added to the Team. The vacant event position shall only be filled if permitted by FINA to submit a replacement swimmer in that event(s). If the replacement swimmer in that event is permitted by FINA, the spot shall be filled by a swimmer already on the Team who has recorded the fastest time in such vacant event during the period beginning January 1, 2007 through November 28, 2007, provided, however, that the replacement swimmer must agree, after consulting with the Head Coach and National Team Director, to compete in the additional event. If the replacement swimmer does not agree to swim in the additional event, then the replacement swimmer shall not be considered an Available Swimmer for that event. This process shall repeat until the event is filled.

III. DISCRETIONARY SELECTION

All swimmers who are nominated to the Initial Team on December 10, 2007, shall be eligible for selection to any and all relays to be held at the Competition. The Head Coach, in consultation with the assistant coaches and National Team Head Coach, shall select the swimmers for each relay conducted at the Competition. In selecting the relay teams, the Head Coach, in consultation with the assistant coaches and National Team Head Coach, shall consider all available information, including but not limited to each Team Member's performances (including preliminary times, time trials, and relay lead-off times) from Qualifying Competitions, past relay performances, past Olympic Games and World Championships performances, personal best performances, Competition event schedules, individual workload, other recent results and performances, consistency of

performances, health, fitness levels, training preparation, scientific evaluation, and team chemistry. Selection of swimmers for relays shall not be subject to challenge.

IV. DISMISSAL FROM TEAM

Any swimmer may be dismissed from the Team at any time following an appropriate hearing if (i) the swimmer violates any of the applicable FINA, USA Swimming or other rules and regulations applicable to the Team or its members, including without limitation applicable Codes of Conduct; (ii) injury or illness as certified by a USA Swimming Medical Staff member in consultation with USA Swimming (National Team Director, Head Coach and Athlete Advisory Representative), which prevents the swimmer from full participation in and/or preparation for the Championships; or (iii) the National Team Director, in consultation with the Head Coach, the USA Swimming Olympic International Operations Committee (OIOC) Chairman and the USA Swimming Athletes' Executive Vice President, determines that the swimmer is unable or unwilling to maintain a training regimen that is necessary for peak performance in the Championships.

V. CHALLENGE

Any challenge to these Procedures or any decision made pursuant to or in connection with these Procedures shall be handled as follows: 1) if such challenge relates to an alleged violation of a technical rule, it shall be handled according to the procedure set forth in Part One of the USA Swimming Rules and Regulations (can be found at www.usa-swimming.org); 2) if such challenge relates to an alleged violation of the National Team Honor Code, it shall be handled according to the procedure set forth in Section 8 of the USA Swimming Olympic International Operations Procedures Manual ("OIO Procedures Manual," can be obtained from the National Team Division); and 3) if such challenge does not relate to an alleged violation of a technical rule or an alleged violation of the National Team Honor Code, it shall be handled according to USA Swimming's Hearing Procedure set forth in Part Four of the USA Swimming Rules and Regulations. Any hearing required in order to resolve a challenge shall take place on an expedited basis if necessary in order to resolve the challenge in sufficient time for Team selection to be finalized by a relevant deadline.

VII. DATE OF NOMINATION USA Swimming will announce the Initial Team on December 10, 2007.

VIII. MANDATORY TRAINING

Athletes nominated to the Team will be required to participate in mandatory training, assemble with the Team on April 3, 2008 and remain with the Team throughout the pre-meet training camp and World Championships Swimming Competition. Specific dates/locations of mandatory training are:

<u>Site</u>	<u>Dates</u>	<u>Event</u>
TBD	April 3, 2008	Assembly
TBD		Departure for Manchester
Manchester, ENG	April 4-8	Pre Competition Training
Manchester, ENG	April 9-13	Competition
	April 14	Return travel to U.S.

IX. PUBLICITY/DISTRIBUTION OF PROCEDURES

These Procedures, when approved, will be published on the USA Swimming website, usa-swimming.org, as well as be distributed at the 2007 Short Course National Championships general meeting.

X. INTERNATIONAL DISCLAIMER

These selection criteria are based on the latest information available to USA Swimming and are based on FINA and USA Swimming rules and regulations as presently known and understood. Any change in the selection procedures caused by a change in FINA or USA Swimming rules and regulations or other unforeseen circumstances will be distributed to the affected athletes immediately.

Final as of September 6, 2007

Comprehensive Acceptance of USA Swimming Agreements for 2008

As a participant in any and all events, competitions or activities conducted by United States Swimming, Inc. (“USA Swimming”), or in which I am representing USA Swimming, or for which I am selected by USA Swimming to attend at any time during 2008 (collectively, the “Event”), I hereby acknowledge that I have read, accept, agree to, and will comply with and be bound by all terms, conditions, obligations, promises, releases, waivers, consents and all other items contained in the following attached documents as evidenced both by my signature below as well as my signature on each of the following:

1. USA Swimming Waiver and Release (Attachment 1)
2. USA Swimming Honor Code (Attachment 2)
3. USA Swimming Code of Conduct (Attachment 3)

In addition, I hereby agree that during 2008 I will comply with all rules, regulations, policies, procedures and requirements of USA Swimming, FINA, the United States Olympic Committee (“USOC”), the International Olympic Committee (“IOC”), and any regional event organizer, local organizing committee or other governing body of the Events. I will abide by all rules and comply with all procedures pertaining to doping required by United States Anti-Doping Agency, SOC, FINA, IOC and any local organizing committee during 2008.

Signature of Participant:

BY SIGNING BELOW PARTICIPANT IS AGREEING THAT HE OR SHE HAD READ THIS AGREEMENT AND ALL ATTACHMENT AND AGREES TO ALL OF THE TERMS

Participant’s Signature: _____

Participant’s Name (print): _____ Date: _____

Signature of Parent/Legal Guardian—Required for Minors (under 18):

BY SIGNING BELOW PARENT/LEGAL GUARDIAN (if Participant is under 18) AGREES ON BEHALF OF HIS OR HER CHILD/DEPENDENT AND ON BEHALF OF HIMSELF OR HERSELF THAT HE OR SHE HAS READ THIS AGREEMENT AND ALL ATTACHMENTS AND AGREES TO ALL OF THE TERMS.

Parent/Guardian’s Signature (if under 18): _____

Relationship: _____

Parent/Guardian Name (print): _____ Date: _____

HONOR CODE

As a participant in any event, competition or activity conducted by United States Swimming, Inc. ("USA Swimming"), or in which I am representing USA Swimming, or for which I am selected by USA Swimming to attend at any time during 2008 (collectively, the "Event"), I, _____, understand and will comply with the following guidelines as set forth by USA Swimming and the Olympic International Operations Committee regulations at all times during each Event.

1. The possession or use of alcohol, tobacco products or controlled substances by any athlete or staff member participating in the Event is prohibited throughout the duration of the trip (until the team has officially disbanded).
2. Curfews established by the staff will be adhered to each day of the training camp and at the competition.
3. Team members and staff will attend all team functions including meetings, practices, exhibitions, press conferences, competitions, etc., unless otherwise excused or instructed by the head coach or National Team Head Coach or National Team Managing Director or other person designated by USA Swimming.
4. To ensure the propriety of the athletes and to protect the staff, there will be no male athletes in female athlete's rooms, and no female athletes in male athlete's rooms. There will be a team room provided for relaxation and recreation whenever possible.
5. Team members and staff will comply with USA Swimming and United States Olympic Committee uniform requirements. Details of this policy will be further explained at the beginning of the training camp or competition.
6. Team members and staff will refrain from any illegal or inappropriate behavior that would detract from a positive image of USA Swimming and its Event participants or be detrimental to its performance objectives.
7. Team members will display proper respect and sportsmanship toward coaches, officials, administrators, fellow competitors and the public.
8. USA Swimming will negotiate the rights of access to participants in the Event. Once an organization has negotiated these rights with USA Swimming, the following shall occur:
 - a. In the not-for-profit mode, Event participants and staff will comply with the USA Swimming request. These are considered to be promotion opportunities for the sport of swimming, to include but not limited to exhibition and promotional appearances. Any request for team or staff appearances will have the prior approval of the head coach or National Team Head Coach/National Team Managing Director or other person designated by USA Swimming.
 - b. In the for-profit mode, USA Swimming will have negotiated a set fee to include all Event participants and staff. All members will be asked if they wish to participate under these terms and financial arrangements. They may then: 1) Decline to participate, 2) Negotiate a higher fee directly with the for-profit

- organization; 3) Participate at the scale set by USA Swimming. Coaches, managers and athletes will all be included under these terms.
9. Any additional guidelines for the participants in the Event will be established as needed by the National Team Head Coach & General Manager/National Team Managing Director or other person designated by USA Swimming.

IMPLEMENTATION:

1. All team and staff are apprised in writing of this policy. Signature of this document constitutes unconditional agreement to comply with Honor Code of USA Swimming.
2. USA Swimming shall have the right to establish and use one or more systems to determine if all aspects of the policy have been followed by team and staff members.
3. Failure to comply with the Honor Code as set forth in this document may result in disciplinary action under the provisions of Section 8, USA Swimming-OIOC Policy Manual.

Such discipline may include, but may not be limited to: 1) Dismissal from the team and immediate return home at the athlete's expense ; 2) Disqualification from one or more events, or all events of competition; 3) Disqualification from future USA Swimming and international competition; 4) Financial penalties.

Any appeal following any disciplinary action shall be in accordance with Part Four of USA Swimming Rules and Regulations.

Name: _____

Signature: _____

Date: _____

Parent Name: _____

Parent Signature: _____

Date: _____

USA Swimming
Authorizations, Waiver and Release Form
Competition, activity or event

Any and all events, competitions and activities conducted by United States Swimming, Inc. ("USA Swimming"), or in which I am representing USA Swimming, or for which I am selected by USA Swimming to attend at any time during 2008 (collectively, the "Event").

General Acknowledgement & Acceptance

I, _____, hereby acknowledge that all information and signatures on this form are applicable to my participation in the Event.

Oath of Eligibility

I declare that I am eligible and in good standing with regulations laid down by USA Swimming, the International Federation for Amateur Swimming (FINA), and the International Olympic Committee (IOC). I also declare I am not under suspension or disciplinary action imposed for use of illegal drugs or other athlete regulation infractions. I agree to sign additional documents to this effect when required to do so by USA Swimming, the USOC, or the local organizing committee.

I certify that, to the best of my knowledge and belief, I am in good physical condition and have no disease or injury that would impair my performance in this activity and agree that while a participant in this activity, I will keep myself in top physical condition and retain my eligibility status.

I agree to notify USA Swimming immediately upon any change to my eligibility, any disciplinary action, or any change in my physical condition that would result in the declarations and certifications becoming untrue with respect to any Event.

Doping

I understand that it is the policy of USA Swimming to discourage and prevent the use of prohibited doping substances and prohibited doping methods. I also understand that it is my responsibility to ensure that no prohibited substance enters my system. The FINA Anti-Doping Rules are available online and from USA Swimming. I know that I can call the USADA Drug Reference Line (1-800-233-0393) or check at the Drug Reference Online (www.usantidoping.org/dro) to check the status of all medications and substances I am currently using, and to satisfy any questions or concerns that I may have about medications and prohibited substances and methods.

I do not currently engage in, nor do I intend to use any prohibited substances and methods. I acknowledge that the use of prohibited substances or prohibited methods may subject me to disqualification and other sanctions imposed by USADA, FINA or IOC.

Drug Testing

I understand that testing organizations (USADA, FINA, WADA, etc.) will conduct drug testing on athletes during and outside of competition. By participating in the Event, I hereby consent to and authorize the testing organizations (USADA, FINA, WADA, etc.) to test me for prohibited substances and prohibited methods at any time. I further acknowledge and agree that my refusal to participate in a drug test may subject me to disqualification and sanctions, the same as if I had tested positive for a prohibited substance.

I hereby authorize USA Swimming to include the results of any drug testing of me in the published statistics for drug testing and to include my name in the list of athletes who have been drug tested, which USA Swimming publishes on their website. In the event I refuse to submit to a drug test or a drug test has a positive result, I recognize that I am subject to the adjudication processes established by the US Anti-Doping Agency (USADA) and FINA, because of my refusal or positive test.

Authorization & Event Promotion

I agree to be filmed and photographed by the official photographer(s) and network(s) of USA Swimming under the conditions authorized by USA Swimming and give the Event organizers the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete.

I understand and agree not to use or authorize use of pictures of myself in the uniforms and equipment provided by USA Swimming for the purpose of trade, without the consent of USA Swimming. I agree not to use medals or photos, portraits or film of myself with the medals, which I receive for my performance, for the purpose of trade. Furthermore, it is agreed that I shall return these uniforms and equipment, bearing USA Swimming logos and marks, if and when requested.

Authorization for Medical Services

I hereby give consent for USA Swimming to provide or obtain for me medical care and treatment and emergency medical services for any injuries arising in any manner from my participation in the Event. Additionally, I hereby agree that, in the event I elect to

obtain any of these services or treatments from any sources other than that provided or obtained by USA Swimming, I shall accept full and complete responsibility.

I further authorize 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 USA Swimming delegation in the Event.

Risk of Serious Injury

I understand and appreciate that my participation in the Event and in the sport of swimming carries a risk of serious injury, including permanent paralysis or death. I voluntarily and knowingly recognize, accept and assume this risk.

WAIVER & RELEASE

In consideration of allowing me to participate in this activity, I hereby release and hold harmless USA Swimming, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising out of my participation in the Event and any USA Swimming activity.

Participant's Signature: _____

Participant's Name: _____ Date: _____

Parent/Guardian's Signature
on behalf of participant (if under 18): _____

Relationship: _____

Parent/Guardian Name (please print): _____ Date: _____

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute the following additional waiver and release.)

Waiver and Release - Parents'/Guardians' Rights

In consideration of allowing my child or the minor for whom I act as a guardian ("Minor Participant") to participate in the Event, I hereby release and hold harmless the Released Parties (as described above), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or

sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in the Event.

Indemnification by Parent/Guardian

The undersigned parent/ guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in this activity.

Parent/Guardian Signature: _____ Relationship: _____

Parent/Guardian Name (please print): _____ Date: _____

