

USA SWIMMING
ATHLETE SELECTION PROCEDURES
2007 Japan International Grand Prix
August 21-24, 2007
Revised 7/13/2007

- I. **DEFINITIONS** – The following common definitions shall apply to this Team Selection Procedure:
- A. **Competition:** The “Competition” shall mean the 2007 Japan International Grand Prix to be contested August 21-24, 2007 in Chiba, Japan.
 - 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) equals or betters the 2006 ConocoPhillips National Championship sixth place time (see Attachment A) (iii) satisfies all the FINA, World Anti-Doping Agency (WADA), United States Anti Doping Agency (USADA) and USA Swimming applicable eligibility requirements, (iv) accepts the invitation to become a member of the Team when that invitation is offered by USA Swimming, (v) agrees to swim in the Event for which he/she qualifies, and (vi) was not a member of the 2007 World Championship Team, 2007 Pan American Games Team or 2007 World University Games Team, unless otherwise invited to the Competition by the Japan Amateur Swimming Federation (see Section II.C.2). If a swimmer does not satisfy these requirements, then he or she is not considered an Available Swimmer.
 - C. **Doubles:** “Doubles” shall refer to the instance when one swimmer qualifies to compete in two or more different swimming Events at the Competition.
 - D. **Finals:** “Finals” shall mean the heat that is conducted in each Qualifying Competition event from which the top finishers are determined.
 - E. **Event:** “Event” shall refer to competitions held in long course meters only.
 - F. **Head Coach:** Unless otherwise indicated, "Head Coach" shall refer to the head coach of the Team.
 - G. **Initial Team:** The "Initial Team" shall refer to the Team announced by USA Swimming on August 5, 2007.
 - H. **National Team Head Coach:** "National Team Head Coach" shall refer to the USA Swimming National Team Head Coach, or his designee.

- I. Qualifying Competition: "Qualifying Competition" shall mean the 2007 ConocoPhillips USA Swimming National Championships. 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.
- J. Swim Offs: "Swim Offs" may be held at the Qualifying Competition for the sole purpose of determining placement from the heat to the finals. The time from the swim off will NOT count towards selection to the Initial Team.
- K. Team: "Team" shall mean the 2007 Japan International Grand Prix Team.

II. SELECTION SYSTEM

- A. Selection Eligibility. To be eligible for selection to the Team, a swimmer must be eligible under all applicable rules of FINA, the U.S. Anti-Doping Agency (USADA), and USA Swimming at the time of selection; must be a citizen of the United States; must hold a current passport at the time of the Qualifying Competition; must be eligible to represent the United States at the Competition; and must be a registered athlete member in good standing of USA Swimming.
- B. Other Requirements.
 - 1. 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:
 - a. Sign and abide by the USA Swimming Honor Code, Authorization, Waiver and Release, and Commitment Declaration (see Attachments B, C and D) and conform to all USA Swimming policies and protocols regarding Team preparation and participation.
 - b. 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.

C. Initial Team Selection-Making and Filling the Team.

1. Team Size. The actual Team size will be determined once the selection criteria have been implemented. For purposes of this Procedure, the men's and women's components of the Team shall be considered separately.
2. Automatic Selection to the Team. Those athletes who have been invited to attend the competition by the Japan Amateur Swimming Federation and accept the invitation to compete shall automatically be selected to the Initial Team. Those athletes who qualified as a relay swimmer for the 2007 Pan American Games under the USA Swimming Pan American Games selection criteria but were unable to compete due to the Pan American Games rule change which reduced the team size, shall automatically be selected to the Initial Team.
3. Performance Criteria for Team Selection. Performances in the individual Olympic Events at the Qualifying Competition will be prioritized as follows for each gender to fill the Team. Other than those athletes automatically selected in section II.c.2, only swimmers who qualify via the priority set forth below are eligible for selection to the Initial Team. Swimmers not qualifying via this priority will not be eligible to be selected to the Team.
4. The Initial Team for each gender shall be selected at the Qualifying Competition based on the following priority:
 - a. Priority #1. The Initial Team shall include the athletes who equal or better the sixth place time in the finals of the 2006 ConocoPhillips National Championships (Attachment A).

D. Adjustments to the Team between Selection of Initial Team and August 5, 2007.

1. Filling Vacant Team Position. If, for any reason, a position on the Team shall become vacant between the selection of the Initial Team and the date USA Swimming submits its entries for the Championships (August 5, 2007) such vacancy shall not be filled.

III. ENTRY ADJUSTMENTS

A. Adjustments to the Team after August 5, 2007.

If, for any reason, an additional Team position shall become vacant after August 5, 2007 no additional members will be added to the Team. Each swimmer on the Initial Team will be allowed to swim any individual event at the Competition.

IV. DISCRETIONARY SELECTION

A. Discretionary selection will not be used for any swimmers in individual Olympic Events from the Qualifying Competition.

However, all swimmers who are nominated to the Team 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 or his designee, 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 or his designee shall consider all available information, including but not limited to each Team Member's Qualifying Competition performances (including preliminary times, time trials, and relay lead-off times), past relay performances, past relay reaction times, relay exchange experience, personal best performances, 2007 Championships Event schedules, individual workload, other recent results and performances, consistency of performances, fatigue, health, fitness levels, training preparation, participation in relay training camps, scientific evaluation, attitude and team chemistry. Selection of swimmers for relays shall not be subject to challenge.

Once Individuals are selected to the team, they are able to swim as many events as they would like, provided they meet the criteria of the Japan International Grand Prix meet procedures, which state, a maximum of two (2) swimmers from each country may advance to the A final. A maximum of three (3) swimmers from each country will be allowed to advance to any final swims at the Competition.

V. DISMISSAL FROM TEAM

A. 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; or (ii) the National Team Head Coach or his designee, 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.

VI. WITHDRAWAL FROM TEAM

- A. Any swimmer may withdraw from the Team at any time due to injury or illness, as certified by a USA Swimming Physician in consultation with USA Swimming (represented by the National Team Head Coach, Head Coach and Athlete Advisory Representative), which prevents the swimmer from full participation in and/or preparation for the Championships.

VII. CHALLENGE

- A. 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 usaswimming.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 ("OIOC 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.

VIII. TRYOUT SITES AND EVENTS FOR NAMING INITIAL TEAM MEMBERS

- A. The Qualifying Competition for naming the Initial Team to the Competition pursuant to Section II.C.3 is the 2007 USA Swimming ConocoPhillips National Championships

IX. DATE OF ENTRY SUBMISSION

- A. USA Swimming will submit all entries for the Championships on August 5, 2007.

X. ASSEMBLY, TRAINING AND COMPETITION

- A. Athletes nominated to the Team will be required to assemble, train, compete and remain with the Team throughout the Competition. Specific dates/locations of mandatory assembly, training and competition (subject to change) are:

<u>Site</u>	<u>Dates</u>	<u>Event</u>
Los Angeles, Chicago or San Francisco	August 16	Assemble and Travel to Japan
Chiba, Japan	August 17-20	Training
Chiba, Japan	August 21- 24	Japan International Grand Prix
	August 25	Return travel to U.S.

XI. PUBLICITY/DISTRIBUTION OF PROCEDURES

- A. These Procedures, when approved, will be published on the USA Swimming Web site, usaswimming.org. Additionally, the Procedures will be distributed at the 2007 ConocoPhillips USA Swimming National Championships at the general meeting.

XII. INTERNATIONAL DISCLAIMER

- A. 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, USA Swimming or Japanese Swimming Federation rules and regulations or other unforeseen circumstances will be distributed to the affected athletes immediately.

ATTACHMENT A

<u>WOMEN</u> <u>EVENT</u>	<u>6th Place</u> <u>TIME</u>	<u>MEN</u> <u>EVENT</u>	<u>6th Place</u> <u>TIME</u>
50 Free	:25.48	50 Free	:22.53
100Free	:55.66	100Free	:49.81
200 Free	1.59.90	200 Free	1.48.85
400 Free	4.14.24	400 Free	3.52.24
800 Free	8.38.20	1500 Free	15.19.43
100 Back	1.02.65	100 Back	:55.19
200 Back	2.15.12	200 Back	2.01.30
100 Breast	1.10.13	100 Breast	1.02.53
200 Breast	2.31.35	200 Breast	2.16.48
100 Fly	1.00.22	100 Fly	:53.73
200 Fly	2.11.91	200 Fly	2.00.59
200 IM	2.14.97	200 IM	2.03.06
400 IM	4.46.27	400 IM	4.22.68

ATTACHMENT B

USA Swimming National Team HONOR CODE

As a member of the USA Swimming National Team (USAS NT) I _____, understand and will comply with the following guidelines as set forth by USA Swimming and the Olympic International Operations Committee regulations.

1. The possession or use of alcohol, tobacco products or controlled substances by any athlete or staff member of the USAS NT 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.
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 the USAS NT 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 the USAS NT. Once an organization has negotiated these rights with USA Swimming, the following shall occur:
 - a. In the not-for-profit mode, National Team members 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.
 - b. In the for-profit mode, USA Swimming will have negotiated a set fee to include all members of the team 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 USAS NT will be established as needed by the National Team Head Coach & General Manager/National Team Managing Director.

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 the USAS NT.
2. An evaluation system will be established 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 for the USAS NT 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; 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: _____

Event:_____

Signature: _____

Date: _____

ATTACHMENT C

USA Swimming Authorizations, Waiver and Release Form

Competition, activity or event: _____

General Acknowledgement & Acceptance

I, _____, hereby acknowledge that all information and signatures on this form are applicable to my participation in this USA Swimming activity and I agree to abide by the regulations specified in these documents and in the Rules and Regulations of USA Swimming for the management and conduct of the USA Swimming Program.

I.

II. 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 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.

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. The FINA Anti-Doping Rules are available online and from USA Swimming. I know that I should 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 registering for this competition, 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.

III.

IV. 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 from my participation in this activity. 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 this activity.

V. Risk of Serious Injury

I understand and appreciate that my participation 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 this 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 this activity, 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 this activity.

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: _____

ATTACHMENT D

**USA NATIONAL TEAM
2007 JAPAN INTERNATIONAL GRAND PRIX TEAM
COMMITMENT DECLARATION**

I agree to fully commit to a comprehensive training program designed for peak performance in the 2007 Japan International Grand Prix.

If for any reason I become unable to fulfill this commitment, I will immediately notify the National Team Head Coach. I understand that I may be withdrawn from the team if circumstances interfere with my preparation for peak performance.

Athlete's Printed Name

Athlete's Signature

Date

Coach's Signature (witness)