

US Military Endurance Sports

Team Conduct & Policies

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Statement of Conduct

I understand that, while US Military Endurance Sports is not an official Government activity, my conduct will reflect on the men and women of the United States Armed Services. I acknowledge the right of the staff to remove me from the team roster, to inform sport-related governing bodies of this removal and have team affiliation removed from my racing license, and to be requested to not race or ride in team apparel for any reported substantiated offense which may bring discredit to the team, to my teammates, or to the US Military. I further acknowledge the right of US Military Endurance Sports to conduct this remove at any time and at the sole discretion of the Executive Director of US Military Endurance Sports.

I have read this Statement of Conduct, and I agree to such disclosure as outlined above. I acknowledge I am signing the agreement freely and voluntarily via e-signature as part of the member joining process.

Print Name

Signature

Date

Privacy Policy

American Servicemembers Amateur Sports (ASAS) Inc. (dba US Military Endurance Sports, USMES) is committed to protecting the privacy of our members and strives to provide a safe, secure user experience. This Policy sets forth the online data collection and usage policies and practices that apply to ASAS Inc. ASAS Inc. is not affiliated with the US Government, the Department of Defense, or the Department of Homeland Security. As a non-DoD Component, ASAS Inc. is not required to adhere to the regulations set forth in DoD publications. ASAS Inc. is not required by Congress to comply with the Privacy Rules outlined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Privacy Act of 1974.

The information gathered via the member registration process may be shared within ASAS Inc.'s affiliated partner companies in order to deliver the best products and services possible or in order to undertake analysis of our database. ASAS Inc. will not sell or rent this information to any individual or company. You are responsible for ensuring that your log-in credentials (your username and password) are kept confidential. ASAS Inc. has implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. Notwithstanding such measures, the Internet is an open system, and we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

MILITARY CREDENTIALS VERIFICATION

To become a member of ASAS Inc. you are required to affirm your military credentials in the application process. Credentials may be requested to verify enrollment. Several criminal penalties for fraud exist under Federal Statutes of the U.S. Penal Code. If evidence is found of misrepresentation or abuse, the appropriate authorities will be informed.

INFORMATION COLLECTED AND RETAINED

Personally Identifiable Information (PII) includes any data that could potentially be used to identify a specific individual, such as name, address, e-mail address, credit card information, telephone number, etc. ASAS Inc. only collects personal information when you provide it to us based on a desire to join ASAS Inc. Joining ASAS Inc. is voluntary.

USE OF INFORMATION

ASAS Inc. may use your contact information to send you communications regarding organizational updates such as, but not limited to, newsletters, policy changes, discounts, or new service or product offerings. ASAS Inc. only discloses personal information to companies and individuals employed to perform functions on behalf of the organization. Examples include, but are not limited to, hosting of web servers, analyzing data, distribution of product discounts, solicitations for grant participation, providing marketing assistance, or processing credit card payments. Such companies or individuals may have access to your personal information as needed to perform their functions, but at no time may they share that information with any other third party.

ASAS Inc. discloses information to legal, governmental, or judicial authorities if instructed or required by those authorities or applicable laws. We reserve the right to report to law enforcement agencies that we in good faith believe to be illegal.

I have read this Privacy Policy, and I agree to such disclosure as outlined above. I acknowledge I am signing the agreement freely and voluntarily via e-signature as part of the member joining process.

Print Name

Signature

Date

**Acknowledgement of Risk, Release of Liability, Indemnification
Agreement, Covenant Not to Sue, & Material Release**

IMPORTANT INFORMATION

American Servicemembers Amateur Sports (ASAS) Inc. (dba US Military Endurance Sports) is committed to conducting endurance and sporting activities in a safe manner and holds the safety of participants in high regard. However, participants must recognize that there is inherent risk of injury when choosing to participate in cycling, swimming, running, sports included in adventure racing, and other endurance disciplines (hereinafter "Event"). I acknowledge and agree that it is always ultimately my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in an Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event that I elect to enter. I have no physical or medical condition that would endanger others or myself if I participate in any Event, or would interfere with my ability to safely participate in any Event. I acknowledge that it is my responsibility to notify the Team Staff prior to the start of an event if I have any doubts as to my abilities to safely compete in any event organized by, entered on my behalf, or supported by the Team. I accept responsibility for the condition and adequacy of my equipment and my conduct in connection with any Event.

WARNING OF RISKS

Events conducted by ASAS Inc. (dba US Military Endurance Sports) are all activities intended to challenge and engage the physical and mental resources of each participant. Despite careful and proper preparation, instruction, medical advice, and conditioning, there is a risk of serious injury including death. All hazards and dangers cannot be foreseen. Certain common risks include, but are not limited to: waves, currents, tides, marine life, sprains, strains, fractures, broken bones, heat and cold related injuries, over-use syndrome, animal bites and stings, falls, contact with other participants, conditions of the road and course, dangers associated with man-made and natural jumps, the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects, the dangers arising from surface hazards, including pot holes, and equipment failure.

In this regard, it is impossible for ASAS Inc. (dba US Military Endurance Sports) to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

I acknowledge that by signing this document, whether physically in person or via any type of electronic means, that I, on behalf of myself, my executors, administrators, legal representatives, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf, HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE ASAS Inc. (dba US Military Endurance Sports) and all sponsors, organizers, staff, promoting organizations, property owners, sponsors, members, law enforcement agencies, public entities, special districts and properties that are in any manner connected with an ASAS Inc event, and their respective agents, officials, and employees through or by which the event will be held.

The undersigned further expressly agrees that this waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Acknowledgement of Risk, Release of Liability, Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge I am signing the agreement freely and voluntarily via e-signature as part of the member joining process.

Print Name

Signature

Date

RELEASE AND AUTHORIZATION TO USE NAME, LIKENESS, AND BIOGRAPHICAL INFORMATION

In return for my selection as an athlete of US Military Endurance Sports, I hereby grant to The Team, its subsidiaries and affiliates, and their respective successors, assigns and those acting under their permission, the following rights, which the Team may exercise during the term of any legally entered into Sponsorship agreement and any renewal or successor thereof, and for a reasonable period of time thereafter. The Team has the right to publish my name, likeness, photographs, visual representations and biographical information (referred to as the "Material"), in connection with my membership and participation on the Team, whether alone or with other Team members. The Team may use the Material and any reproductions of the Material, in whole or in part, throughout the world to promote the Team and the Team's sponsor companies' products in any manner and in any media whatsoever, including television, motion pictures, point of sale materials, posters, internet banners, websites, public relations activities, meetings with actual and potential customers and suppliers, and internal publications. The rights granted are subject to the following conditions: (1) The Team may not publish the Material in such a manner or in any media that would bring disrepute to my name; (2) it is my responsibility to ensure my likeness is not displayed in my Military uniform in connection with the Team or support of a Team sponsor without the express written consent of my appropriate Service authority; (3) it is my responsibility to contact the Team Manager whenever a request to use my likeness is made by an outside organization, and; (4) The Team may use my name only in connection with the Material and the Team. I authorize the Team to approve such Material on my behalf. I waive any right that I may have to review or approve the finished product incorporating the Material, any other material that may be used in connection therewith, or the uses that may be made of them.

- a. The team, or through agreements with the sponsor companies, are the sole owner of the Material and all associated rights, including copyrights, and therefore has the right to edit, modify, or create creative derivative works of the Material.

- b. I irrevocably release the Team and its contracted sponsors from any claim that I may have at any time against the Team that arises out of, or relates to, the Team's use and publication of the Material, including claims for invasion of privacy, defamation of character, libel, slander, copyright infringement, violations of rights to privacy or publicity; any alteration, distortion or illusionary effect, whether intentional or otherwise; and claims based on any other personal or property right.

- c. I am not entitled to receive any monetary compensation, including royalties, from the Team or its sponsors for its use of the Material.

- d. I agree to use my reasonable efforts to cooperate with and assist the Team in the performance of the Teams' duties under its sponsorship agreements.

This agreement impacts my legal rights and duties. I have read this document and fully understand it. I acknowledge I am signing the agreement freely and voluntarily via e-signature as part of the member joining process.

Print Name

Signature

Date

Anti-Doping Policy

The standards set forth in the American Servicemembers Amateur Sports (ASAS) Inc Policy Regarding the Use of Performance Enhancing Substance and Methods are mandatory and must be followed by all ASAS Inc programs, members, employees, volunteers, and the ASAS Inc Board of Directors. This policy protects the standards of fair competition and assures our members and corporate partners that the program maintains the highest level of integrity and transparency.

1. ASAS Inc maintains a **zero-tolerance** policy toward the use of performance enhancing substances and methods as described in the World Anti-Doping Agency (WADA) Code, International Standard Prohibition List.
2. ASAS Inc recognizes any current or past sanction imposed by the US Anti-Doping Agency (USADA), WADA, or other nationally recognized governing or sanctioning body.
 - a. **PRIOR SANCTIONING.** No athlete will be allowed membership to any ASAS Inc team, club, or program if they have been sanctioned by USADA, WADA, or other nationally recognized governing or sanctioning body. Sanctions include not only suspensions but also reprimands which do not incur a suspension.
 - b. **ONGOING INVESTIGATION.** Any athlete who violates an anti-doping provision as established by USADA, WADA, or other nationally recognized governing or sanctioning body will be immediately suspended from ASAS Inc membership and is prohibited from representing ASAS Inc or member teams in any capacity until the results of any investigation are final.
 - c. **CURRENT MEMBERS.** Any athlete who is sanctioned by USADA, WADA, or other nationally recognized governing or sanctioning body, and that sanction is neither repealed, overturned, or subsequently found to be invalid, shall incur a permanent ban from membership in any ASAS Inc program, team or club.
 - d. It is the policy of ASAS Inc that the findings and judgment of USADA, WADA, or other nationally recognized governing or sanctioning body are final.
 - e. ASAS Inc supports a policy of clean, fair sport throughout an athlete's competitive career. While final responsibility always falls on an individual athlete to know if any substance entering their body by any method is contained on the International Standard Prohibited List, ASAS Inc commits to assist its athletes in the avoidance of unintentional violations. Specifically ASAS Inc commits to:
 - i. **Education.** ASAS Inc will make available to athletes education materials on the World Anti-Doping Code, the International Standard Prohibited list, and athlete's Rights and Responsibilities.
 - ii. ASAS Inc will ensure all members have access to the current USADA Athlete's Handbook outlining the basic processes and procedures for anti-doping regulation in the United States, including the specified rights and responsibilities for athletes.

I have read this Privacy Policy, and I agree to such disclosure as outlined above. I acknowledge I am signing the agreement freely and voluntarily via e-signature as part of the member joining process.

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