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**ELITE ATHLETE SERVICES
CODE OF CONDUCT
FOR CHULA VISTA ELITE ATHLETE TRAINING CENTER**

Elite Athlete Services, LLC (“EAS”) endeavors to provide a safe environment for all athletes and other individuals who reside, train, work or compete at the Chula Vista Training Center (“CVEATC”). Additionally, it is a privilege, not a right, for any person to access and/or train at the CVEATC.

All guests consent to abide by the below described guidelines and protocols for athletes, coaches, and guests of the CVEATC as a condition of being permitted to reside or train at the CVEATC.

SUBSTANCE USE

1. NO ALCOHOL. The transportation, possession or unauthorized use of alcoholic beverages on the premises is prohibited, unless at official functions approved by EAS. In addition, alcohol related containers are also prohibited on site, whether empty or full.
2. NO TOBACCO, CANNABIS OR ILLEGAL DRUGS. Tobacco, tobacco products and smoking paraphernalia, vaporizers, marijuana or related paraphernalia, and illegal drugs in any form are not permitted in the CVEATC dormitories or facilities, fields, or anywhere on the premises.
3. NODOPING. The transportation, possession or unauthorized use of illegal drugs, drug paraphernalia, banned substances, prohibited methods, and/or paraphernalia related to prohibited methods, as defined by the International Olympic Committee (IOC), International Paralympic Committee (IPC), World Anti-Doping Agency (WADA) United States Anti-Doping Agency (USADA), or United States Olympic Committee (USOC) rules, on the premises is prohibited. Those with valid Therapeutic Use Exemptions (TUE) may make use of substances or methods consistent with their TUE only.
4. SHARED ROOMS AND SUBSTANCE USE. In cases where there are multiple residents in a room, both residents will be jointly and severally liable for any evidence found of violation of the above substance use rules unless they have provided credible evidence in advance that the violation was caused by the other person.

DAILY LIFE

5. VISITORS/REGISTERED GUESTS. All visitors seeking access to the non-public areas of the site must check in at the Athlete Check In Desk and apply for a registered guest pass, which pass will have a time limit set by EAS. Visitors/registered guests are prohibited in the dormitory areas or on the premises between 11:00 PM and 7:00 AM daily. When on-site in the non-public areas of the site, the registered guest must be accompanied by a registered athlete, administrator or coach, or an EAS employee and be in possession of a registered guest pass at all times. Visitors who are not registered are subject to eviction and removal from the premises.
6. QUIET HOURS. Quiet hours are from 10:00 PM to 7:00 AM daily. This rule is strictly enforced.
7. ID CARD. Users must keep their ID card on them at all times. Scanning an ID card by an unauthorized person(s) for any reason is prohibited. This includes passing cards to access the dining hall. If individuals would like to keep their ID as a souvenir upon departure, the individual may do so. However, in or to checkout of the camp/program, the ID card must be scanned at the front desk before leaving the CVEATC premises.
8. DAMAGE TO CVEATC PROPERTY. Any physical damage to a facility, dormitory room, furniture or fixture or loss of items from a dormitory room (e.g., blankets, lamps, etc.) will be charged back to the NGB assigned to the room in which the damage or loss occurs, or to the athlete who had occupied the premises, at EAS’ sole discretion. In cases where there are multiple residents in a room, both residents will be jointly and severally liable for any damage unless they have provided credible evidence in advance that the damage was caused by the other person. Disassembly, removal, or moving of dormitory room furniture and fixtures requires the prior consent of EAS.
9. DAMAGE TO GUEST PROPERTY. The CVEATC is not responsible for loss or damage to the personal property of athletes, coaches, officials, trainers, managers, guests or residents on site. It is recommended the individuals residing on site purchase tenant or renters insurance to cover loss of their personal property.

10. LIMITATION ON ELECTRICAL ITEMS. Space heaters, electric frying pans, toaster ovens, microwaves, hot plates, or any appliance or equipment rated above 6 amps and/or 750 watts are strictly prohibited in the dormitories. If additional outlets are needed, a multiple outlet strip is required. Extension cords and plug-in adapters are not acceptable.
11. NO FLAMES/GRILLS. Candles, incense, flame-based aromatherapy devices, fire pits, grills, or any other type of open flame items are prohibited in the dormitories and their appurtenant areas.
12. STORAGE OF VEHICLES AND TACTICAL SPORTS EQUIPMENT RELATED TO SPORT TRAINING. Tactical sports equipment (e.g. firearms, ammunition, archery arrows, and bows) related to sport training on-site at the CVEATC must be stored in the appropriate location at the CVEATC. Oversized sports equipment, or other large size sports equipment not related to sport training on-site (including firearms, ammunition, archery bows and arrows, and surfboards), may not be stored in the dormitory or on site unless specifically agreed by CVEATC. Bicycles may be stored on site as directed by the CVEATC. Cars, boats, motorcycles and other vehicles may not be stored on-site unless specifically agreed by CVEATC.
13. LIVING AREAS/HALLWAYS NOT STORAGE. The dormitory en suite common areas and the dormitory hallways must remain clear of debris at all times. No athlete may store bicycles, furniture, clothing or other items in the hallways or the en suite common areas or shared space other than their assigned bedroom. If you require bicycle storage, or need an item of furniture removed, please contact the front desk.
14. NO PETS. Animals are strictly prohibited in the dorms and on-site with the exception of service animals. All service animals must be reported upon check-in.
15. CHECKOUT. Checkout from the dorms on the day of departure is 10:00 AM. All belongings must be removed from the room prior to 10:00 AM.
16. SMOKE DETECTORS AND FIRE ALARMS. The willful disabling of any smoke detector or tampering or interfering in any way with any fire alarm system, including causing a false fire alarm (by pulling the fire alarm handle), is prohibited and will result in immediate dismissal from the CVEATC.
17. CONDUCT ON SITE. Dangerous operation of any vehicle on the premises, dangerous use of sports equipment, and assault, battery, bullying, or harassment of any person on the premises are strictly prohibited.
18. ASSIGNED HOUSING. Individuals must reside in assigned housing location and rooms. Trading rooms or residing in unassigned rooms is strictly prohibited.
19. DRIVING/PARKING ON SITE AND OLYMPIC PATH. Everyone is prohibited from driving on the Olympic Path, which is open to the general public and is often used by Paralympic and vision-impaired athletes. Cars may only be driven and parked on site in accordance with direction from EAS. Vehicles shall not be driven off the roadway and parking lot areas. Designated handicapped parking is reserved for individuals with valid handicap parking passes/permits. Violators of these rules will have their rights to drive or park on site revoked.

SAFESPORT MATTERS

20. ROOM SHARING SAME GENDER ONLY. Only members of the same gender may share a room, unless prior written consent has been granted by EAS on the basis that the individuals are family members or spouses.
21. ADULT CONTACT WITH MINORS. Adults (individuals aged 18 years or older) shall have no one-on-one contact with any minor. Any adults who have contact with minors may only do so with the inclusion or presence of another adult.
22. CVEATC MINORS POLICY. Adults shall read and comply with the CVEATC Minors Policy.

OFF SITE HOUSING

23. OFF SITE HOUSING. In cases where off-site housing has been arranged by their sport organization, EAS shall not be responsible for any damage to personal property or the property provided at the off-site housing location.

SANCTIONS FOR VIOLATION OF CODE OF CONDUCT

Violation of this Code of Conduct shall be addressed swiftly by the EAS staff, in their sole discretion, without any requirement for a hearing. Punishment can include but is not limited to assessment of monetary charges or penalties, requirement for cleanup or other appropriate action by the offender, appropriation or disposal by EAS of any offending items, public censure, warning, reprimand, requirement of written or public apology, or removal, suspension or barring from the CVEATC for some period of time or forever; addressing Code of Conduct violations on-site is within the sole discretion of CVEATC and violators may face other additional repercussions, sanctions, or punishment from their NGB, USADA, USOC, organizing body, host, law enforcement, or others.

No refunds will be provided for any action taken by EAS for violation of this Code of Conduct.

FOR FOREIGN DELIGATIONS, THE ENGLISH SPEAKING PERSON IN CHARGE OR SENIOR MOST ENGLISH SPEAKER SHALL ENSURE THAT THE DELEGATION KNOWS THE CONTENTS OF THIS CODE OF CONDUCT. FOR FOREIGN DELEGATIONS, EAS, IN ITS SOLE DISCRETION, CAN DEAL DIRECTLY WITH THE FOREIGN DELEGATION OR THROUGH ITS SPORT GOVERNING BODY OR OTHER ORGANIZATION IN THE HOME COUNTRY.

AGREED AND UNDERSTOOD BY THE UNDERSIGNED.

Printed Name:_____

**CHULA VISTA TRAINING CENTER
RELEASE OF LIABILITY, WAIVER OF RIGHTS, & ASSUMED RISK AGREEMENT**

This document affects your legal rights: Read carefully before signing.

I, _____ (the "Participant"), hereby acknowledge that I have voluntarily elected to participate in the following activity (the "Activity") on the territory of the Chula Vista Training Center ("CVTC") or adjacent premises operated by ELITE ATHLETE SERVICES LLC, a California limited liability company (the "Operator"), including the territory of the Easton Archery Center of Excellence (the "Archery Center") operated by the Easton Foundation, Easton Sports Development Foundation and Easton Sports Development Foundation II (collectively, the "Easton Foundations"):

- Enter, access, visit, occupy, operate, participate, engage or get involved in any physical, sport, work, professional, business, academic, educational, training, recreational, dietary, tourist, leisure, service or spectator activity;
- Use the CVTC facilities (including but not limited to any and all sports, recreational, spectator, tourist, medical, rehabilitation, educational, training, service, dietary, or administrative facilities), furniture, fixtures, supplies or equipment (including but not limited to any and all sports, sports medicine, medical, rehabilitation, recreational, training, tourist, leisure, service, dining, or spectator equipment); and/or
- Use of the Workshop or of the Workshop tools, the gym, equipment, facilities and/or services of, or provided at, the Archery Center.

In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

1. **ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and that the Activity may be unsupervised. I have inspected the area in which the Activity is taking place and determined that the area is free of defects and suitable for the intended Activity."

2. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided, and to follow directions given, to me by the Operator, including, but not limited to its owners, directors, officers, employees or agents, or the leaders of the Activity. I grant the Operator, including, but not limited to its owners, directors, officers, employees or agents, the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of other participants or violates any rule or direction of the Operator.

3. **INDEPENDENT CONTRACTORS:** I acknowledge that the Operator has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

4. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to the Operator and its assignees permission to copyright, use and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restriction, for purposes of promotion or publicity relating to the CVTC or the Operator.

5. **INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity. I understand that as a Participant in the Activity I could sustain serious property and/or personal damage, injuries, trauma, unwanted contact, harassment, illness, loss, disability or even death as a consequence of not only the Operator's actions, inactions or negligence, but also the actions, inactions or negligence of others, conditions of facilities and/or equipment used, and that there may be other risks known or not known to me or not reasonably foreseeable at this time. I further understand and agree that any property and/or personal damage, injury, trauma, unwanted contact, harassment, illness, loss, disability or death that I may sustain by any means is my sole responsibility, and the Operator, and its agents, employees, shareholders, officers, directors, and management bear no responsibility therefore.

6. **RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Operator, the City of Chula Vista, the United States Olympic Committee and the Easton Foundations, including their respective owners, directors, officers, trustees, elected officials, shareholders, employees, instructors, agents, independent contractors, representatives and volunteers (the "Released Parties") for any and all liability, including any and all claims,

demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from, or in connection with, any damage, injury, trauma, unwanted contact, harassment, illness, loss, disability or death that occur to me, to any other person, or to any property during the Activity or in any way related to the Activity, including during transit or transportation to or from the Activity, whether known or unknown, **REGARDLESS OF WHETHER THE DAMAGE, INJURY, TRAUMA, UNWANTED CONTACT, HARASSMENT, ILLNESS, LOSS, DISABILITY OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.** This RELEASE AND WAIVER includes claims for strict liability for abnormally dangerous activities. Therefore, with the understanding that a waiver of all future liability for any and all claims, whether known or unknown, is a material term of this Agreement without which Operator would not have entered into this Agreement, by giving this release I expressly waive any rights I may have under California Civil Code Section 1542, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

7. **ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Activity, some of which may be **DANGEROUS OR HAZARDOUS TO ME AND MY PERSONAL PROPERTY**, and which may expose me to the risk of property and/or personal damage, injuries, trauma, unwanted contact, harassment, illness, loss, disability, paralysis, dismemberment or even death. I understand that these potential risks include, but are not limited to: participation or engagement in a physical activity or sport; attendance of a sporting or other event; equipment failures; lack of fitness or conditioning; hypothermia; heat stroke; drowning; death; travel; lodging; consumption of liquids or food; weather conditions; sexual harassment; bullying; unpredictable currents; hostile or aggressive wildlife; criminal activities; negligent, reckless, or willful acts of others; negligent first aid operations or procedures of Released Parties; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES,** and assume full responsibility for my participation in the Activity. I agree to wear the provided safety equipment, including safety goggles and gloves when required, and I agree that my hair will be pulled back into a ponytail to avoid risk of being caught in tools, equipment or machinery located on the premises of CVEOTC, the Archery Center or adjacent territories.

8. **INDEMNIFICATION HOLD HARMLESS AND DEFEND:** I, on behalf of myself, my estate, personal representatives, heirs, executors, administrators, successors, beneficiaries, agents and assignees, agree to indemnify, hold harmless, and defend the Released Parties from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney's fees), arising from, or in connection with, any property and/or personal damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, paralysis, dismemberment or death that I may suffer as a result of my participation in the Activity or in any way related to the Activity, **REGARDLESS OF WHETHER THE DAMAGE, INJURY, TRAUMA, ILLNESS, LOSS, UNWANTED CONDUCT, HARASSMENT, DISABILITY, PARALYSIS, DISMEMBERMENT OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

9. **CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of the State of California exclusive of its choice of law rules and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

10. **DISPUTE RESOLUTION:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before a sole arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11. **ACKNOWLEDGEMENT:** I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASED PARTIES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. NO ORAL REPRESENTATIONS,

STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS AGREEMENT HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

Signature of Participant: _____

Date: _____

Name Printed: _____

Date of birth: _____

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties from all liabilities and claims that arise in any way from any damage, injury, trauma, illness, loss, unwanted contact, harassment, disability or death that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for any liability that California law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: _____

Name Printed: _____

Relationship: _____

Date: _____