

United States Bridge Federation

Competitor's Agreement

Name: _____ Gender: _____

Home Address: _____

Your Date of Birth: _____ ACBL Number: _____

Definition of Terms and Acronyms:

- A. **“USBF”:** The United States Bridge Federation.
- B. **“ACBL”:** The American Contract Bridge League.
- C. **“WBF”:** The World Bridge Federation.
- D. **“EBL”:** The European Bridge League.
- E. **“Bridge Organization”:** USBF, WBF, ACBL, EBL, or any other national bridge organization.
- F. **“Event”:** Any bridge event or bridge tournament run, authorized, supported, or sponsored by the USBF or for which the USBF plays a role in selecting, approving, or funding the team(s), pair(s), or player(s) who represent the United States or the USBF. This term includes, but is not limited to, any USBF tournament, any world championship tournament that the WBF runs or authorizes, and any exhibition events or other tournaments if the USBF plays a role in selecting, approving, or funding the U.S. team for that particular competition (e.g., the Yeh Brothers Cup, the Sport Accord, or the Buffett Cup).
- G. **“Bridge Laws”:** Collectively, the Laws of Duplicate Bridge, the laws, rules (including, but not limited to, the conduct and ethics rules), regulations, and conditions of contest (both the General Conditions and the Special Conditions for the applicable event) of the Bridge Organization running or sponsoring the Event in question.

1. I agree that, whenever I play in any Event, I will conduct myself in a manner that shows respect for the USBF, comply with and be bound by all Bridge Laws that apply to any Event in which I participate, and comport myself with general principles of fair play and good sportsmanship.

2. (a) I am aware that USBF Events are governed by the USBF Bridge Laws and general principles of fair play and good sportsmanship. I further understand that any disciplinary proceedings conducted by the USBF would also be governed by its by-laws, which grant the USBF and its committees broad discretion in deciding how to conduct a disciplinary hearing, in interpreting the applicable rules, and in making findings of fact.

(b) I am aware that Events other than USBF Events are governed by the Bridge Laws of the governing Bridge Organization and general principles of fair play and good sportsmanship.

(c) I acknowledge that the applicable Bridge Laws are known to me and/or available to me online through the USBF's, ACBL's, and/or the WBF's website.

3. While qualifying for, attending, or competing in any Event, and in connection with any related disciplinary proceedings, I agree to submit to the jurisdiction of the USBF, including but not limited to any

committee or person the USBF assigns to apply the Bridge Laws, any related disciplinary rules, and general principles of fair play and good sportsmanship. I further agree that, if I decide to challenge any decision made by the USBF or any of its committees or directors, before I can resort to any type of legal proceeding in any forum outside the USBF's auspices, I first must exhaust all internal procedures and remedies available under the USBF's by-laws.

4. **Binding Arbitration.** I understand and agree that pursuant to the USBF's by-laws and in accordance with Section 220522(a)(4)(B) of the Olympic and Amateur Sports Act ("the Act"), if I am aggrieved by any decision, action, or statement of the USBF, its board, its committees, or its agents, then after exhausting all internal remedies and procedures I must submit the dispute to final, binding arbitration at the American Arbitration Association ("AAA"), to be conducted in accordance with the AAA's then-in-effect Commercial Arbitration Rules, as modified by the USBF's by-laws (if applicable) and/or by the Act (if applicable). I also agree that as provided in USBF's by-laws, any such arbitration shall be conducted in either Memphis, TN or Chicago, IL, whichever of those two cities the USBF chooses. I understand that the types of disputes that must be submitted to binding arbitration include, but are not limited to, disagreements over disciplinary decisions, eligibility decisions, and augmentation decisions. I understand that by agreeing to this arbitration clause, I am waiving my right to litigate such disputes in court. This arbitration clause covers disputes of all kinds and types between myself and the USBF, including but not limited to claims for defamation, libel, or slander; claims for tortious interference with contract or with an economic expectancy; and claims for negligent or intentional infliction of emotional distress; as well as claims over disciplinary decisions, eligibility decisions, augmentation decisions, or any other rulings that USBF may render.

5. **Waiver of Claims.** I understand and agree that to effectively police and deter cheating, Bridge Organizations need to share information, allegations, and audio and/or video recordings with other Bridge Organizations as well as with other bridge players. I further acknowledge that crowd-sourcing has proved to be helpful and sometimes necessary in this effort. In addition, to effectively police and deter cheating, bridge players must believe they can freely submit recorder forms and/or accusations against other players to Bridge Organizations without being subject to punishment or liability. Therefore, I stipulate that if any such information or accusation is made, shared, or published regarding me, the applicable communication(s) shall be protected by a qualified privilege, regardless of the author's or speaker's actual motive for communicating it. Further, I acknowledge that by playing in a Event, I become a public figure within the bridge community with respect to my conduct and ethics during that Event. Accordingly, in addition to agreeing to arbitration, I waive all claims against the USBF and any other Bridge Organization (and their respective board members, officers, and agents), and against my fellow competitors, in which its/his/her liability is predicated upon *negligently* sharing or publishing false information or accusations regarding my conduct or ethics. I understand that in practice, these stipulations and this waiver mean I cannot prevail on a claim against any Bridge Organization or bridge player for accusing me of improper or unethical conduct unless I prove that the author or speaker actually knew the allegation was false or displayed reckless disregard for its likely falsity (a legal standard that is much harder for me to prove than negligence).

6. While representing the United States at or during any WBF Event (including, but not limited to, during the opening and closing ceremonies, while playing, in the hospitality area for the event, and/or while attending any other function in connection with the event), I will abstain from any public display of political protest or public political statement. I understand and agree that were I to engage in such conduct or speech while representing the United States in a WBF Event, persons witnessing my protest or speech might reasonably believe that I was acting or speaking on behalf of the USBF, not merely for myself. I understand and agree that the USBF and the WBF have the right, in their sole discretion, to exclude me from participating in any WBF Event if I breach this commitment to refrain from political protests and/or speech.

7. I am personally responsible for any damage I may cause to persons or property while attending a Event. If the USBF, the WBF, or any other Bridge Organization ends up making any payment or incurring any legal fees or costs as a result of damage I caused, I will fully indemnify the USBF and/or the applicable other Bridge Organization. Without limitation, I understand that venues where tournaments are held may fine or sanction the sponsoring Bridge Organization if I consume alcoholic beverages or smoke in areas where smoking or consuming alcohol are not permitted.

8. If I participate in any WBF Event, I agree to be subject to the WBF's anti-doping rules. Without limitation, this means I consent to submit to drug testing or other doping control upon request by the WBF or the

USBF, and agree to accept the consequences and sanctions that may be imposed if I test positive for a banned substance. Further, if I dispute the results of a drug or doping test, or if I dispute the sanction imposed as the result of such a test, I understand and agree that, after I have exhausted all internal procedures and remedies afforded by the WBF and/or the USBF, if I elect to litigate the dispute I must submit it to the Court of Arbitration for Sports in Lausanne, Switzerland. I understand that by agreeing to this arbitration provision, I am waiving my right to go to court to challenge any doping-related sanction that may be imposed on me.

9. I accept the conditions of the World Anti-Doping Agency (“WADA”) Athlete Consent form detailed below, and hereby declare as follows:

- a. I acknowledge that I am bound by, and confirm that I shall comply with, all provisions of the WBF Anti-Doping Rules (as amended from time to time), the World Anti-Doping Code (the “Code”) and the International Standards issued by the World Anti-Doping Agency, as amended from time to time and published on WADA’s website.
- b. I consent and agree to the creation of my profile in the WADA Doping Control Clearing House (“ADAMS”), as requested under the Code to which WBF is a Signatory, and/or any other authorized National Anti-Doping Organization’s similar system for the sharing of information, and to the entry on my Doping Control, Whereabouts and Therapeutic Use Exemptions related data in such systems.
- c. I acknowledge the authority of the USBF under the WBF Anti-Doping Rules to enforce, manage results under, and impose sanctions in accordance with the WBF Anti-Doping Rules.
- d. I acknowledge and agree that, as provided in Article 13 of the WBF Anti-Doping Rules, if any dispute arises out of a decision made pursuant to the WBF Anti-Doping Rules, after I exhaust the process expressly provided for in the WBF Anti-Doping Rules, any appeal by either party must be submitted exclusively to an appellate body for final and binding arbitration, which in the case of International-Level Athletes is the Court of Arbitration for Sports (“CAS”).
- e. I acknowledge and agree that the appellate decision(s) of the CAS shall be final and enforceable, and agree that I will not file any claim, arbitration, lawsuit, or other litigation proceeding in any other forum (e.g., in court).

10. For each Event in which I participate, I agree to follow the regulations in the applicable Bridge Laws, including but not limited those regarding the use and possession in the playing area of electronic devices (including but not limited to mobile phones, pagers, smart phones, laptop, and notebook computers). I further consent that the USBF and/or the Bridge Organization running or sponsoring the Event may search my person and/or my possessions to verify my compliance with this condition.

11. I understand that the USBF and other Bridge Organizations sometimes use hidden cameras to record or film players during the bidding and play. I agree that the USBF and other Bridge Organizations may photograph, film, or record me during any Event, both during the competition and during any related ceremony, hearing, or proceeding. I consent that the USBF and any other Bridge Organization may publish such photos, films, footage, or other video or audio recordings anywhere in the world by any means they choose (e.g., on TV, via the internet, or in a bulletin or newspaper) for any non-commercial purpose, including but not limited to Event promotion purposes, disciplinary purposes, or crowd-sourcing to determine whether I or anyone else violated any applicable Bridge Law or general principles of fair play and good sportsmanship. The USBF and other Bridge Organizations may make such photos or recordings available to other parties who may publish them. All such photos, films, footage and other recordings may be used as evidence during any investigation, hearing, or other disciplinary proceeding.

12. I agree not to bet on any Event and understand that all forms of gambling related to such events are prohibited.

13. This agreement shall be construed under and governed by (i) Illinois law if an arbitration or other legal proceeding occurs in the United States or (ii) Swiss Law if legal proceedings occur before the CAS without, in either case, giving effect to choice of law principles.

14. This paragraph 14 applies only if I live in California, or if the claim or potential claim in question arises under California law: In agreeing to this waiver of all existing and future claims or causes of action, I have read and am aware of California Civil Code section 1542, which states as follows:

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

With full knowledge of the foregoing code section, by signing below I elect to and do waive my right to litigate certain claims in court and waive certain potential claims, as set forth in more detail in preceding paragraphs.

15. If any provision in this agreement is held to be invalid, unlawful or unenforceable, that provision shall be re-written if possible, or if that is impossible it shall be severed; in either event, all other provisions shall remain in full force and effect. The parties authorize an arbitrator to re-write any such provision so as to render it valid, lawful, and enforceable while still, to the maximum extent possible, achieving the intent and effect of the original provision. The parties further authorize an arbitrator to sever individual words or sentences, rather than severing an entire paragraph.

16. Except as provided below, this agreement shall remain in effect for the duration of my lifetime. It will terminate only if: (a) I cease to be a USBF member; or (b) the USBF gives me at least sixty (60) days notice (in writing or via email) that the USBF has decided to terminate it and/or to amend it. Even if this agreement is terminated, it shall survive with respect to, and shall govern all disputes arising out of or in connection with: (a) any Event that occurred while it was in effect; and (b) any action, statement, omission, or decision by the USBF or by any other Bridge Organization that occurred while it was in effect.

17. I have read and understand this Competitor's Commitment in its entirety and agree to be bound by its provisions.

Date: _____

Signature (or, if a minor, signature of parent or legal guardian)

Printed name of parent or legal guardian (if applicable)