



USA Triathlon General Terms and Conditions

1. Donations to the USAT Foundation, less the value of goods and services received, are tax-deductible to the full extent of the law. Other than the acknowledgement specifically set out herein, the Donor agrees and USAT Foundation confirms that no goods or services have been provided to Donor in connection with this agreement or any contributions made in connection therewith.
2. If at any time the USAT Foundation determines in good faith that actions of Donor individually or the actions of an entity with which Donor is publicly affiliated, either as an officer, director, or senior employee, reflect negatively on the USAT Foundation's public image or reputation, are in material conflict with its mission, or in any way undermines the USAT Foundation's activities in support of its mission, the USAT Foundation may reject any donation or prospective Donor.
3. In no event shall any funds contributed be returned to Donor.
4. The USAT Foundation shall have the right to publicize this gift in all media, including (but not limited to) appropriate letters, newsletters, publications, and public meetings for purposes of generating additional contributions to support the organization's mission unless Donor specifically indicates to the USAT Foundation that he/she does not want to have the gift publicized.
5. The USAT Foundation shall have the discretion to use up to 10% of the gift for administrative purposes to fulfill the mission of the Foundation.
6. The Donor's pledge to contribute is non-exclusive; no marketing rights are extended. The Donor acknowledges that they have been advised that there shall be no opportunity for advertisement or promotion associated with this gift in relation to any corporate interests.
7. Donor shall not receive any right or license to use the USAT Foundation or USA Triathlon terminology, emblems, trademarks, service marks or other intellectual property, nor does Donor receive any commercial or other rights of association with the USAT Foundation, USA Triathlon, United States Olympic & Paralympic Committee (USOPC), International Olympic Committee (IOC), International Paralympic Committee (IPC), National Governing Bodies (NGBs), the Olympic Games or the Paralympic Games. Except as noted in this agreement, Donor is not entitled to acknowledgment or recognition from the USAT Foundation or to publicly advertise or announce Donor's contributions or agreement.
8. Past giving and/or other existing donor pledges will not be applied to contributions contemplated under this agreement.



9. In the event any one or more provision in this agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this agreement.

10. This agreement, which states the entire understanding between the parties as to its subject matter and supersedes any and all prior agreements or understandings (written or oral), shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflict of laws provisions thereof.