United States Bridge Federation

Competitor's Agreement

Name: _____ Gender: _____

Home Address: _____

Your Date of Birth (MM/DD/YYYY): _____ ACBL Number: _____

1. <u>BINDING ARBITRATION</u>. I understand and agree that, if I am aggrieved by any decision, action, or statement (each, a "USBF Decision") of the United States Bridge Federation (the "USBF") or its board, committees, officers, or agents (collectively with the USBF, the "USBF Parties") then, after exhausting all USBF remedies and procedures and receiving the final USBF Decision in such matter (the "Final USBF Decision"), my only recourse is to submit the dispute, within three (3) months thereafter, to final, binding arbitration before the Institute for Bridge Arbitration ("IBA"), to be conducted in accordance with the IBA's then-in-effect rules. I also agree that any such arbitration shall be conducted virtually via Zoom or a similar video meeting platform, or if the USBF elects in its sole discretion to hold the hearing in person, then either in Menlo Park, CA or Chicago, IL, whichever of those two cities the USBF chooses for the particular case. I understand that this arbitration clause covers disputes of all kinds and types between myself and the USBF or any USBF Party, including but not limited to claims for defamation, libel, or slander; claims for tortious interference with contract or with an economic expectancy; claims for negligent or intentional infliction of emotional distress; claims over disciplinary decisions, eligibility decisions, or augmentation decisions; and any other rulings that the USBF or a USBF Party may render. I further understand that the losing party in such arbitration shall bear all of the expenses of the other party, including reasonable attorneys' fees. Finally, I understand that, by agreeing to this arbitration clause, I am waiving my right (i) to litigate any such dispute in court, (ii) to present any such dispute before any arbitration authority other than the IBA, and (iii) after three (3) months from the date I receive the Final USBF Decision, to submit any such dispute to the IBA.

2. <u>WAIVER OF CLAIMS</u>. I understand and agree that, to effectively police and deter Serious Bridge Violations (as defined below), Bridge Organizations (as defined below) need to share information, allegations, and audio and video recordings with other Bridge Organizations as well as with other Bridge players. I further acknowledge that crowd sourcing has proven to be helpful and sometimes necessary in this effort. In addition, to effectively police and deter Serious Bridge Violations, Bridge players must believe they can freely submit recorder forms and 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 deemed 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 USBF Bridge Event (as defined below), 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 USBF parties, any other Bridge Organization (and its board, committees, officers, and agents), and my fellow competitors in which any of their 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 alleging that I committed a Serious Bridge Violation 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).

"Bridge Laws" shall mean, collectively, the Laws of Duplicate Bridge, the laws, rules (including, but not limited to, the conduct-and-ethics rules and other disciplinary rules) and regulations of the USBF and any other Bridge Organization running the USBF Bridge Event in question and the conditions of contest (both the General Conditions and the Special Conditions for the applicable USBFBridge Event) of the USBF or such other Bridge Organization, as the case may be.

"Bridge Organization" shall mean the USBF, the World Bridge Federation, the American Contract Bridge League, the European Bridge League or any other organization that runs, authorizes, supports, or sponsors a Bridge event or tournament.

"Serious Bridge Violations" shall mean (1) cheating, including but not limited to self-kibitzing, collusive signaling and illicitly obtaining information about another player's hand through other means (such as hacking) or (2) repeatedly or intentionally violating other Bridge Laws (e.g., peeking into another players' hands or taking advantage of partner's tempo, in either case repeatedly or intentionally).

"USBF Bridge Event" shall mean any Bridge event or tournament run, authorized, supported, or sponsored by the USBF or for which the USBF plays a role in selecting, approving, or funding any team, pair, or player.

3. I agree that, whenever I play in any USBF Bridge Event, I will (i) conduct myself in a manner that shows respect for the USBF, (ii) comply with and be bound by all Bridge Laws that apply to such USBF Bridge Event, and (iii) comport myself consonant with general principles of fair play and good sportsmanship.

4. (a) I am aware that USBF Bridge Events are governed by the Bridge Laws and general principles of fair play and good sportsmanship. I acknowledge that the Bridge Laws are known to me and/or available to me online or otherwise.

(b) I agree to comply with the Bridge Laws including but not limited to 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.**

(c) I understand that the USBF has jurisdiction over me and my conduct if (i) I am a member of the USBF and/or (ii) I was a member of the USBF while participating in a USBF Bridge Event. I further understand that any disciplinary proceeding conducted by the USBF would be governed by the Bridge Laws (including but not limited to the USBF ByLaws), 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.

5. In the event that (i) I am a member of the USBF and/or (ii) I was a member of the USBF while participating in a USBF Bridge Event, 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 and general principles of fair play and good sportsmanship. I further agree that, if I decide to challenge any USBF Decision, before I can bring this matter to the IBA (which, for the avoidance of doubt, is the exclusive outside forum in which to bring any dispute with a USBF Decision), I first must exhaust all internal procedures and remedies available under the USBF ByLaws.

6. I understand and agree that I shall be personally responsible for any damage I cause to any person or property while attending a USBF Bridge Event. If any Bridge Organization makes payment or incurs any legal fees or costs as a result of damage I caused, I will fully indemnify such 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.

7. I understand that the USBF and other Bridge Organizations sometimes use cameras or similar devices to record or film players. I agree that the USBF and other Bridge Organizations may photograph, film, or record me during any USBF Bridge 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 promotional purposes, disciplinary purposes, or crowd-sourcing to determine whether I or anyone else violated any applicable Bridge Law or the 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.

8. I agree not to bet on any USBF Bridge Event and understand that all forms of gambling related to such Events are prohibited.

9. This Agreement shall be construed under and governed by Illinois law without regard to conflict-of-law principles.

10. This Paragraph 10 applies only if I live in California or any other state whose laws include a similar or analogous provision. or if the claim or potential claim in question arises under California law

law or the law of another state with an analogous provision: 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 or any analogous 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.

11. 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, 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.

12. Except as provided below, this Agreement shall remain in effect until the earlier of (i) five (5) years from the date of the last USBF Bridge Event in which I played or (ii) the date as of which the USBF notifies me (in writing or via email) that this Agreement is terminated. 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 USBF Bridge Event in which I participated that occurred while it was in effect; and (b) any action, statement, omission, or decision by the USBF or any other Bridge Organization that occurred while it was in effect.

13. I have read and understand this Competitor's Agreement 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 signatory