

## APPENDIX I: ATHLETIC CONTRACT

In **Seoul, Korea** made and entered on (The Day of Contract) between **ACSA Korea** presenting, American Collegiate Scholarship Association, henceforth ACSA, with address at 1111 Brickell Avenue, Miami, Florida 33131 henceforth, U.S. on one part, and (Applicant's Name) henceforth THE PARTICIPANT, with address at \_\_\_\_\_ (Applicant's Address) \_\_\_\_\_

Both ACSA and THE REPRESENTATIVES are hereinafter referred to as THE PARTIES.

THE PARTIES declare that:

**Article I.** THE PARTIES agree upon the involvement of THE PARTICIPANT in the "International Athletic Showcase" that will take place between ACSA participants (THE EVENT henceforth) that will take place in the dates indicated in Article II, and in accordance with the working agreements that ACSA celebrates with higher education institutions in the U.S.A.. Cultural, educational, athletic, and recreational activities will be part of THE EVENT.

**Article II.** THE EVENT will take place at Universities and education institutions in the U.S.A. where THE PARTICIPANT may use the facilities therein. The dates in which THE EVENT will take place, will be informed by ACSA to THE PARTICIPANT within a reasonable amount of time prior to THE EVENT, which will take place between \_\_\_\_ (Showcase participation date) \_\_\_\_. These are established as arrival and departure dates. THE EVENT is open to students in the last two (2) years of high school, high school graduates, and university students.

**Article III.** THE PARTICIPANT states that he/she is in optimal physical and mental condition, being able to face the physical effort required to compete at THE EVENT. In case THE PARTICIPANT is under any medication, treatment, or has any type of limitation, or deficiency, THE REPRESENTATIVES must provide ACSA with a medical written report.

**Article IV.** THE PARTICIPANT will be evaluated by Coaches from different American higher education institutions during the athletic activities at THE EVENT. As a result of this evaluation, Coaches could offer to include THE PARTICIPANT into the athletic teams at the institution they represent.

**Article V.** If THE PARTICIPANT is selected by any of the mentioned Coaches at THE EVENT, THE PARTICIPANT will have the opportunity to choose between the courses and fields of study

available at the higher education institution the Coach represents, with a full or partial scholarship. It is an essential condition in order to obtain the benefits previously described that THE PARTICIPANT is selected by the institutions representatives in the previously mentioned manner, and meet the requirements to be admitted into the higher education institution recruiting THE PARTICIPANT.

Article VI. THE PARTICIPANT states that he/she is not a professional athlete, and authorizes ACSA to utilize his/her image and testimonials for media promotion and advertisement without any cost.

**Article VII.** The selection process is conducted exclusively by the higher education institutions representatives that attend THE EVENT. ACSA does not have any responsibility in case THE PARTICIPANT is not selected because it is understood that under the terms of this contract ACSA is only obligated to provide the services described herein and not to achieve results.

**Article VIII.** THE PARTICIPANT is exclusively responsible for the process of obtaining a passport and/or any other necessary documentation to exit the country of origin and enter the United States of America. It is understood that in case the previously described documentation to travel to the U.S. is not obtained before the arrival date described in Article II, ACSA will terminate this contract and THE PARTICIPANT will suffer the loss of any amounts already paid. It is expressly stated that ACSA is not responsible for the granting of the VISA to travel to the U.S.A. In case the visa to visit the U.S.A. is denied to THE PARTICIPANT, the following reimbursement policy will apply: If THE PARTICIPANT notifies ACSA of the visa denial prior to June 20<sup>th</sup>, THE PARTICIPANT will receive an 80% refund of the total cost of this contract, or a 50% refund if the notification arrives after the previously mentioned date. In order to obtain this benefit THE REPRESENTATIVES must provide written notice along with a copy of the passport's visa denial within two (2) days after the denial.

**Article IX.** The total cost of this contract is USD \$ \_\_\_\_\_ and comprises expenses on behalf of THE PARTICIPANT, as well as services provided by ACSA, as follows:

1. USD \$ \_\_\_\_\_ - that include: Pre-trip physical training program, to be handed out in a separate document; coaching by outstanding professionals in each area, during the tour in the U.S.A.; ground transportation through different States in the USA; health insurance for the duration of the Program in the USA; accommodations and three meals per day at the host universities; athletic uniforms; predetermined recreational activities ; participation in the athletic scholarships selection Program.
2. Representing expenses for ACSA services included.

**Article X.** The cost established in the previous Article will be payable by THE PARTICIPANT to ACSA in the following manner: (To be determined by AGENT)

**Article XI.** Lack of payment by THE PARTICIPANT will entitle ACSA to terminate this contract. In this case, THE PARTICIPANT will suffer the loss of any amounts already paid to ACSA. If, prior to traveling to the U.S.A., the higher education institutions conduct unlikely modifications that prevent carrying out THE EVENT, ACSA will refund 100% of any amounts already paid by THE PARTICIPANT. In addition, if THE PARTICIPANT cannot participate in the Program due to any proven physical problem occurring prior to THE EVENT, THE PARTICIPANT will provide written notice along with medical records in order to select one of the following benefits:

*Section 11.1 If you do not participate in the Athletic Scholarship, ACSA will switch to Academic Scholarship without any additional fees.*

*Section 11.2 Re-imburement: Receive an 3,200 USD refund if THE PARTICIPANT informs ACSA of the physical problem before June 20th. If the physical impediment is reported after this date, THE PARTICIPANT will receive a 2,000 USD refund.*

*Section 11.3 Participate in the 2018 edition of THE EVENT providing credit for any amounts already paid by THE REPRESENTATIVES.*

**Article XII.** If during the documentation evaluation or interviews conducted prior to THE EVENT ACSA determines that THE PARTICIPANT is not capable of participating, the contract will be terminated and ACSA will refund 4,000 USD of any amounts already paid by THE PARTICIPANT, without any other responsibility. If the student is not qualified to apply for the athletic scholarship for the reason of injury or some other similar reasons, the participant is given another chance to apply for the academic scholarship.

**Article XIII.** If THE PARTICIPANT does not receive during THE EVENT at least the following two scholarship offers:

13.1 One scholarship offer of a yearly payment of USD \$15,000.- (Fifteen thousand American Dollars) including tuition, room and board from funds originated from the athletic, academic, work & study, or other departments.

13.2 Additionally, a second scholarship offer equal to or higher than 50% of the total costs of the university including tuition, room and board from funds originated from the athletic, academic, work & study or other department.

Then, THE PARTICIPANT is entitled to receive a 100% re-imbusement of the money deposited in accordance with article X of this contract, or to participate in the next year edition of the same program cost free, with expenses being met by ACSA.

**Article XIV.** It is here stated that all scholarship offers received by THE PARTICIPANT during THE EVENT, will be notified via e-mail by ACSA within the next 10 working days following the termination of THE EVENT.

Should THE PARTICIPANT not receive any such communication within this lapse of time, he/she must contact ACSA via email, in order to receive the information through other means. Also, THE PARTICIPANT must indicate to ACSA via fax, the scholarship selected within the following 5 days after receiving ACSA's notification if THE PARTICIPANT wishes to start classes in the semester immediately following the end of THE EVENT, or up to September 5<sup>th</sup> of the current year, if the chosen starting date belongs to later semesters.

If, during the lapse of time established in this article, ACSA does not notify THE PARTICIPANT about the minimal offers stated in the previous article, then the 100% reimbursement mechanism stated above will automatically come into effect.

**Article XV.** ACSA does not assume through this contract, the emerging responsibilities of the custody of THE PARTICIPANT which THE REPRESENTATIVES do not delegate to ACSA. Furthermore, this contract, as per agreement of THE PARTIES, functions as the document called "waiver of liabilities" in use at the establishments hosting THE EVENT. Due to this, ACSA, nor its agents and representatives, nor the establishments hosting THE EVENT, will be responsible before THE REPRESENTATIVE or THE PARTICIPANT, of any consequence, effect or liability THE PARTICIPANT may produce or suffer during THE EVENT or outside of it. In this sense, THE PARTICIPANT and THE REPRESENTATIVES, assume all risks involved in taking part of an experience of these characteristics, such as traveling, participate in social, athletic, and other activities related to THE EVENT, and in lieu of this, do not hold ACSA, its agents and representatives, nor the hosting establishments, responsible for any future injury or accident, and liberating them from any claim, or legal action of any kind.

**Article XVI.** To all legal effects of this contract THE PARTIES establish their legal addresses as stated at the beginning of this document, where all valid notifications must be remitted to.

**Article XVII.** In case of controversy in the interpretation or application of the contents of this contract, THE PARTIES, agree to submit all litigation to the jurisdiction and competence of the

Courts of Florida State, U.S.A., with express resignation of any other court or jurisdiction that may be claimed, as well as of the laws in force therein.

**Article XVIII.** In case of a controversy in the interpretation or application of this agreement, THE PARTIES agree to submit themselves to the jurisdiction and competence of the Courts of the State of Florida, U.S.A., and expressly waiving any other court/s or jurisdiction, or legal figure thereof, they may be entitled to.

As proof of conformity, two original document sets of equal contents and effects are signed by THE PARTIES, at the place and date stated at the beginning of this document. It is also stated herein, that each party retains its own original document.

ACSA Korea  
Official Agent (Signature)

PARTICIPANT

REPRESENTATIVES:

Participant:

Name Geemo Kim, Representative of Korea

Signature \_\_\_\_\_

Signature \_\_\_\_\_