

# CSP Tideriders

## Instructional Video Analysis Service Agreement

As both a coaching tool and an additional service for our members, CSP will provide Instructional Video Analysis of our athletes.

### **1. Dartfish Software**

Dartfish is a video recording and editing software developed specifically for capturing, analyzing, coding, enriching, storing, publishing and sharing athletic performances.

The CSP coaching staff believes that Dartfish is a powerful resource for critiquing our athletes' techniques and providing them and their families with valuable feedback to help them improve as swimmers.

The professional coaching staff at CSP will be utilizing Dartfish to capture videos of swimmers and will put together athlete-targeted video packages as a service to our members. These video packages will include footage of the targeted athlete, as well as voice-over commentary from our coaching staff. The package may also include archived footage of other CSP athletes collected from this program, which will be used to demonstrate specific drills and techniques.

### **2. Copyright**

The CSP Tideriders holds the copyright of still and motion imagery and commentary produced by our coaches under the Instructional Video Analysis program. Said imagery and commentary may not be duplicated, reproduced, or used in any way without the express written permission of the CSP Tideriders.

### **3. License to View**

By purchasing an Instructional Video Analysis package from the CSP Tideriders, you are purchasing a license to privately view the video package created. No ownership interest or copyright in any of the imagery or commentary shall pass to you by the download of any of the imagery or commentary included in your package, or by the granting of the license to view an image or listen to the commentary associated with this program. No permission is granted or implied to use the images for any other purpose than that stated in this agreement.

### **4. Use of Likeness**

As a member of the CSP Tideriders, you hereby consent to and authorize the use by the CSP Tideriders, its staff and employees of your athlete's image, voice and/or likeness as follows:

- 1) To create instructional video packages for your athlete;
- 2) To create instructional video packages for other athletes who purchase a CSP instructional video package;
- 3) As demonstrative aids in the regular course of a CSP group swim practice;
- 4) In any other way consistent with CSP's goal to provide valuable feedback to member athletes in order to educate them on how to become better swimmers.

CSP shall have the right to photograph, record, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the image, voice and/or likeness of your athlete in connection with its Instructional Video Analysis program or with any of its products or services now known or hereafter developed as long as there is no intent to use the image, voice and/or likeness in a disparaging manner.

**5. Video Archive**

CSP will be creating and maintaining an archive of all the images and commentary recorded under its Instructional Video Analysis program.

**6. Destruction of Archive Footage**

CSP will destroy archive footage of the athlete only upon written request. Requests must be made by the athlete or a parent or guardian of the athlete. Upon receiving a written request to destroy archival footage of the athlete, CSP will have 21 days to act upon the request.

**7. Request for Footage not to be Shown to Other Athletes**

Archive Footage of the athlete may be used as a demonstrative aid for other CSP athletes in this or other CSP services. The athlete may make a written request that the footage not be used in this way. Requests must be made by the athlete or a parent or guardian of the athlete.

**8. Written Requests**

Any request that must be made in writing under this Agreement must be made to the Executive Director of the CSP Tideriders.

**9. Fully Integrated Agreement**

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

**10. Choice of Law**

This Agreement shall be interpreted under the laws of the State of Missouri. Any litigation under this Agreement shall be resolved in the trial courts of St. Louis County, State of Missouri.

**11. Enforceability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**12. Signature for CSP Instructional Video Analysis Service Agreement**

I, hereby agree to the terms of this service agreement,

\_\_\_\_\_, 20\_\_\_\_\_.

*Date*

*Athlete Signature*

*Printed Name*

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*Guardian Signature (If a minor)*

*Printed Name*

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