

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is between Everett Uchiyama ("Uchiyama") and USA Swimming ("USA Swimming") (together, the "parties").

RECITALS

1. Uchiyama is the National Team Director of USA Swimming.
2. On January 24, 2006, USA Swimming received an electronic communication from Tracy Palmero in which serious allegations were made against Uchiyama.
3. On January 25, 2006 Chuck Wielgus ("Wielgus"), the Executive Director of USA Swimming, presented these allegations to Uchiyama.
4. Based on discussions between Uchiyama and Wielgus, the parties wish to enter into this binding Agreement. The parties acknowledge that they have read this Agreement and that they enter into this Agreement freely, without coercion or duress, and in full and complete understanding of the rights they are giving up by executing this Agreement and the obligations that are binding upon them by executing this Agreement.

AGREEMENT

In consideration for the mutual promises and undertakings set forth below, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Uchiyama shall voluntarily resign from his employment with USA Swimming effective on January 27, 2006. Uchiyama agrees that he will not reapply for employment with USA Swimming in the future.
2. Uchiyama agrees that he will not be eligible to apply for membership in USA Swimming in the future.
3. Uchiyama acknowledges and agrees that he was offered an opportunity for a hearing with respect to his ineligibility for future membership with USA Swimming and he has declined any right he may have to such hearing. Uchiyama acknowledges that the National Board of Review will enter a stipulated order confirming that Uchiyama is permanently ineligible for membership in USA Swimming.
4. Uchiyama releases and gives up any right to bring any legal claim against USA Swimming, its subsidiaries, affiliates, successors and predecessors, and their respective officers, directors, employees, agents, representatives, attorneys and insurers (the "Released Parties") of any nature from the beginning of time to the date of execution of this Agreement, including without limitation any claims related in any way, directly or indirectly, to his employment relationship with USA Swimming, including his separation from employment, and/or to the termination of Uchiyama's membership in USA Swimming. Uchiyama agrees that the legal rights and claims that he is giving up include, but are not limited to, his rights, if any, under all

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state and federal statutes that protect him from discrimination in employment on the basis of sex, race, national origin, religion and disability, such as Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, and any state employment discrimination act applicable to his employment with USA Swimming (including but not limited to the Colorado Anti-Discrimination Act and any similar statute in California), as well as all common law rights and claims, such as breach of contract, express or implied, tort, whether negligent or intentional (including but not limited to defamation, tortious interference with contract and/or outrageous conduct), wrongful discharge, constructive discharge, retaliation and any claim for fraud, omission or misrepresentation concerning the terms of this Agreement and the benefits provided him herein. Uchiyama further agrees that he is giving up any and all claims to compensation, and for costs and expenses, including but not limited to attorneys' fees and other legal expenses, and any claims to reinstatement (as an employee and/or member of USA Swimming) that he may have. Uchiyama hereby covenants not to sue or bring any legal action, complaint, or administrative proceeding against, the Released Parties, or any of them, as to any matters released by this Agreement.

5. USA Swimming agrees that in consideration of the promises and commitments made by Uchiyama it will not move forward with any further investigation into the allegations set forth in the electronic communication from Tracy Palmero to USA Swimming, dated January 24, 2006.

6. The parties agree that: (a) this Agreement constitutes the entire agreement between Uchiyama and USA Swimming, without regard to any other oral or written information that either party may have received about this Agreement; (b) if any part of this Agreement is declared to be unenforceable, all other provisions of this Agreement shall remain enforceable; (c) this Agreement shall be governed by federal law and by the internal law of the State of Colorado, irrespective of the choice of law rules of any jurisdiction; (d) each party has carefully read this Agreement, understands its contents and has voluntarily chosen to sign it; (e) this Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument.

Acknowledgment

Each party's signature below acknowledges that the party has read this document fully, that the party fully understands and agrees to its contents and effect, that the party understands that it is a legally binding document, and that the party has been advised to consult a lawyer of its choosing before signing this Agreement and has had the opportunity to do so, that the party is mentally and physically competent and capable of reading, understanding and signing this Agreement, and that the party has signed this document voluntarily and of his/its own free will, and not as a result of any pressure, coercion, or wrongful conduct.

*Everett Uchiyama*  
Name: Everett Uchiyama  
Print Name: EVERETT UCHIYAMA  
Date: JAN. 27 2006

USA Swimming

*Chuck Wielgus*  
By: Chuck Wielgus  
Name: CHUCK WIELGUS  
Title: EXECUTIVE DIRECTOR  
Date: 1/27/06