

Frequently Asked Questions

Can a sponsor terminate the contract of an athlete because of pregnancy?

No. Many contracts have clauses that say sponsors can terminate the contract if the athlete does not compete for a certain amount of time and make no exception for pregnancy and childbirth. The Model Sponsorship Contract Provisions state clearly that pregnancy cannot be a reason for termination even if the athlete cannot compete due to pregnancy.

What do the provisions mean for a pregnant athlete?

The provisions do several things: 1) protect the pregnant athlete's contract and compensation even if they are not competing; 2) shift the focus of the athlete's value to the sponsor from competition to promotion, with the athlete continuing to engage in promotional activities during pregnancy to the extent it is safe and comfortable to do so; 3) provide the athlete leave from participation in promotional services beginning four weeks before their due date and until twelve weeks after delivery; 4) waive competition obligations under the contract for up to twelve months after the athlete gives birth to allow a sufficient recovery time; and 5) encourage the sponsor to accommodate the athlete's pregnancy and postpartum needs to enable the athlete to provide promotional services and eventually compete (examples of accommodation ideas are available [here](#) and include changing out-of-town appearances to local events, reimbursing the travel expenses of a companion to care for the athlete's baby during events, and extending the postpartum waiver of competition past twelve months, if necessary).

Does an athlete who gives birth get parental leave?

Yes. The Model Sponsorship Contract Provisions say that a pregnant athlete can stop participating in promotional activities for the sponsor at four weeks before the athlete's due date until twelve weeks after childbirth. This is in addition to time away from competition that the athlete may need due to pregnancy, childbirth, lactation, and related medical conditions, and to recover from pregnancy and childbirth (up to 12 months). The Model Provisions say that the athlete will continue to participate in promotional activities for the sponsor during these breaks from competition to the extent that the athlete is able to do so safely and comfortably. See [Best Practices for Supporting and Accommodating Pregnant and Parenting Athletes](#) for further information.

What happens if an athlete's spouse has a baby or the athlete adopts a baby?

The athlete can take twelve weeks of parental leave and not participate in promotional activities or competitions during that time. The parental leave can be taken any time during the year after the baby is born or placed in the athlete's care or adopted. This allows the athlete to choose whether to take leave at the same time as the athlete's spouse or partner or at a later time.

How do the pregnancy and parental leave provisions work?

Here's an example of how the pregnancy and parental leave provisions work: An athlete is pregnant and has no restrictions on activity, so they continue to train and compete and to engage in promotional activities for their sponsor. When the athlete is four months pregnant, their doctor advises them to reduce their activity. The athlete stops competing and cuts back on training, and continues to engage in promotional activities for the sponsor. The athlete's contract with their sponsor remains in effect and compensation is not reduced. At seven months, the athlete is advised to stop traveling and the sponsor agrees to accommodate the athlete by changing the promotional activities to local and online events. Beginning at four weeks before their due date and continuing for twelve weeks after delivery, the athlete stops performing promotional activities. After the twelve-week period, the athlete resumes promotional activities but is not yet cleared to train or compete. Their training gradually resumes over the next few months. The athlete resumes travel on behalf of sponsor, and sponsor accommodates their needs by covering the costs of a travel companion to take care of the athlete's baby during the promotional events and by ensuring that the athlete has private locations to use to express breast milk. After nine to twelve months, the athlete begins to resume competition.

Can a pregnant athlete take leave for pregnancy complications?

Yes. The Model Sponsorship Contract Provisions contemplate that pregnant athletes will continue to participate in promotional activities to the extent that they are able, which means that they will not participate (i.e., take leave) when they are not able to. For example, if a pregnant athlete is unable to lift or engage in vigorous exercise, the athlete may still be able to participate in photo shoots or remote interviews. But if the athlete is unable to participate in any activities that could trigger migraines or worsen depression, the athlete may not be able to participate in any promotional activities and can take leave.

What about compensation for an athlete who takes time off for pregnancy and recovery from childbirth?

The athlete's compensation is not reduced because of pregnancy or parental leave. The Model Sponsorship Contract Provisions contemplate that athletes will participate in non-competition promotional activities to the extent they are able to both while pregnant and after the sixteen week leave for childbirth. For example, if an athlete has a high-risk pregnancy and stops competing in the fifth month of pregnancy, the athlete will engage in digital promotional activity (e.g., post to social media) to the extent possible. After taking leave for childbirth, the athlete will continue to participate in such activities without the pressure of returning to competition for several more months in order to allow for full physical recovery. The sponsor receives valuable services from the athlete despite the athlete's inability to compete and the athlete's compensation is not reduced.

Does the contract cover miscarriage?

Yes. Miscarriage is a medical condition related to pregnancy. Athletes who experience miscarriage are likely to need time to recover physically and mentally. If the athlete needs to take time away from competition and stressful activities, the athlete can participate in non-competition activities that do not require in-person appearances as set out in the contract (e.g., social media posts, blog articles) during that time away, but only to the extent that they are able to. For example, an athlete may need several weeks after the miscarriage to recover before resuming any promotional activities and then several more weeks away from competition and stressful activities during which they focus on non-performance promotional activities.

If a contract says that an athlete's compensation won't be reduced if the athlete can't compete, is a provision about pregnancy necessary?

Yes. An agreement not to reduce compensation when an athlete is unable to compete is important, but it is not enough. Athletes, or their agents/managers, should ensure that the contract contains at least the following elements: 1) a promise that the contract will not be terminated and compensation will not be reduced as a result of pregnancy, postpartum recovery, or parental leave; 2) a waiver of competition and in-person appearance requirements during pregnancy and postpartum recovery as needed; 3) a guarantee that no services will be required under the contract in the weeks before the athlete's due date and the 12 weeks following birth; 4) a commitment to provide reasonable accommodations to a pregnant or postpartum athlete to facilitate participation in promotional activities; and 5) a guarantee of parental leave for non-birth parents.