

Model Sponsorship Contract Provisions for Pregnancy and Parental Leave

Pregnancy and Postpartum Recovery. SPONSOR supports athletes who are or may become pregnant. If pregnant, ATHLETE may elect whether to continue to provide Services pursuant to this contract. SPONSOR will not terminate this contract or reduce ATHLETE's compensation because of ATHLETE's pregnancy, childbirth, lactation, and related medical conditions, including up to twelve months of postpartum recovery following childbirth, regardless of ATHLETE's ability to train or compete. ATHLETE will continue to provide Services to the extent ATHLETE is able to do so safely and comfortably, except while on parental leave as described in the next paragraph. SPONSOR will make reasonable efforts to accommodate ATHLETE's pregnancy and postpartum needs to enable ATHLETE to provide Services.

Parental Leave. During parental leave, ATHLETE will not be required to provide any Services pursuant to this contract and ATHLETE's obligations under this contract to compete will be waived. If pregnant, ATHLETE may take parental leave during the period of time that begins four weeks before ATHLETE's due date and ends twelve weeks after ATHLETE gives birth. If ATHLETE becomes a parent during the term of this contract as the result of ATHLETE's spouse or partner or surrogate giving birth or adoption or placement of a child under five years of age, ATHLETE may take twelve weeks of parental leave at any point within one year of the arrival of ATHLETE's child. SPONSOR will not terminate this contract or reduce ATHLETE's compensation because of ATHLETE's parental leave.

As necessary:

Performance clauses: Add "Except as set forth in paragraphs ___ herein [reference to pregnancy and parental leave clauses],"

Compensation clause: Add "Except as set forth in paragraphs ___ herein [reference to pregnancy and parental leave clauses],"

Termination clause: Add "Except as set forth in paragraphs ___ herein [reference to pregnancy and parental leave clauses],"