

9.9 AMATEURISM

The Florida High School Athletic Association (FHSAA) recognizes the importance of maintaining amateurism in high school athletics. Compliance with this bylaw does not ensure maintenance of eligibility under the eligibility standards of other athletic associations, such as, but not limited to, the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletics (NAIA), National Junior College Athletic Association (NJCAA), or the governing body for a particular sport. Student-athletes are encouraged to communicate with those organizations to ensure any activity associated with Name, Image, and Likeness (NIL) complies with eligibility standards. Student-athletes and their families are encouraged to seek legal counsel and tax advice when considering NIL activity.

The FHSAA supports NIL education, which prepares student-athletes to make informed decisions. By providing student-athletes with knowledge about potential legal and financial drawbacks associated with NIL activities, high schools can contribute to the overall welfare of their student-athletes.

The following provisions shall determine the eligibility status of students who participate in interscholastic athletics for FHSAA member schools, related to amateur status.

9.9.1 General Principles. A student may not participate in an athletic activity of this Association unless he/she is an amateur. An amateur is one who engages in athletic competition solely for the physical, mental, social, and pleasure benefits derived from the activity.

9.9.2 Forfeiture of Activities that may Impact Amateur Status. ~~A student athlete forfeits amateur status in a particular sport for one year by~~ The following activities may impact a student-athlete's amateur status:

- a) Competing for money or other monetary compensations;
- b) Receiving any award or prize of monetary value which has not been approved by the FHSAA;
- c) Capitalizing on athletic fame or performance by receiving money or gifts of a monetary nature;
- d) Signing a professional playing contract in any sport or hiring ~~an~~ registered agent to manage his/her athletic career, other than for the purpose of advising on NIL related matters;
- e) Competing under an assumed name;
- f) Accepting a Name, Image, and Likeness (NIL) agreement that does not adhere to FHSAA Bylaw 9.9.

9.9.3 Permissible Awards, Gifts, or Other Compensation. A student-athlete will not forfeit his/her amateur status for accepting:

- a) Symbolic awards such as school letters, medals, trophies, plaques, pins, keys, or ribbons of small monetary value purchased from an established award company;
- b) Rings, sweaters, jackets, or award blankets provided that they are presented by the school which they represent and do not exceed the value of the purchase price from an established award company;
- c) Remuneration of "essential expenses" for any game in which he/she participates as a player; limited to meals, lodging, and transportation;
- d) A College scholarship offers;
- e) A Name, Image, and Likeness (NIL) agreement as defined in FHSAA Bylaw 9.9.

~~**9.9.3.1 Amateur Sports Guidelines.** The FHSAA uses the guidelines of the national governing body of a particular sport, when applicable, to determine the types and amounts of benefits an amateur may receive.~~

~~**9.9.4 Violations.** Violation of the amateur rule in one sport does not make a student ineligible in all other sports.~~

9.9.4 Name, Image, and Likeness (NIL). A student-athlete may profit from the use of their Name, Image, and Likeness subject to their compliance with FHSAA Bylaw 9.9. Permissible activities include, but are not limited to, commercial endorsements, promotional activities, social media presence, product, or service advertisements.

9.9.4.1 Name, Image, and Likeness Agreement. An NIL agreement is a fully executed, written contract that allows for student-athletes to profit from or be compensated for promoting, partnering, and/or representing product endorsements and other activities as defined in FHSAA Bylaw 9.9. An NIL agreement is limited to a student-athlete's high school period of athletic eligibility and shall not extend beyond a student-athlete's high school graduation date.

9.9.4.1.1 By entering into an NIL agreement, the student-athlete and his/her parent(s)/guardian(s) release their school, its district or governing body, and FHSAA from any liability related to, or arising from the NIL agreement.

9.9.4.1.2 The student-athlete and his/her parent(s)/legal guardian(s) shall hold harmless their school, its district or governing body, and FHSAA from any liability related to, or arising from the NIL agreement.

9.9.4.2 NIL Collectives. NIL Collectives include but are not limited to, groups, organizations, or cooperative enterprises that exist to collect funds from donors, individuals, or businesses to:

- 1) help facilitate NIL deals for student-athletes;
- 2) facilitate payments to or transfers funds to student-athletes;
- 3) create ways for athletes to monetize from their NIL; and/or
- 4) otherwise promote NIL for schools or student-athletes.

NIL Collective shall not include school sanctioned team fundraising.

9.9.4.3 Use of Member School, FHSAA, or NFHS Markings. Student-athletes are prohibited from making any reference to and will not otherwise use or authorize others to use the uniforms, logos, mascots, insignia, or identifying marks of a member school, the FHSAA, the NFHS, and/or any FHSAA, NFHS, or member school event, game, or championship when engaging in any NIL activity. Student-athletes will be prohibited from monetizing their Name, Image, and Likeness with the use of their school's uniform, equipment, logo, name, proprietary patents, products, and/or copyrights associated with an FHSAA member school, NFHS, and/or school district, either in public, print, or social media platforms, unless granted authorization by prior written consent from the school, district or governing body of the school, or Association, respectively.

9.9.4.3.1 Student-athletes may not endorse or promote any third-party entities, goods, or services during school-/district-sponsored activities or FHSAA activities.

9.9.4.3.2 No reference to FHSAA, NFHS, school, or school district accolades or championships may be used in the student's NIL activities for which they are compensated.

9.9.4.4 Prohibited Engagements. Student-athletes are prohibited from engaging in any NIL activities involving the following categories of products and services:

- a) Adult entertainment products and services;
- b) Alcohol, tobacco, vaping, and nicotine products;
- c) Cannabis products;
- d) Controlled substances;
- e) Prescription pharmaceuticals;
- f) Gambling, including sports betting, the lottery, and betting in connection with video games, online games, and mobile devices;
- g) Weapons, firearms, and ammunition;
- h) Political or social activism; and
- i) NIL Collectives.

9.9.4.5 Representative of a School's Athletic Interests. No school employee, athletic department staff member, or representative of a school's athletic interests as defined in Bylaw 1.4.17 (a-e), may form, direct, offer, provide, or otherwise engage in any activity outlined in FHSAA Bylaw 9.9. Representatives of a school's athletic interests as defined in Bylaw 1.4.17(f) are subject to the prohibitions included in 9.9.4.2 and 9.9.4.4(i).

9.9.4.6 Must Not be Used to Recruit. NIL activities shall not be used to pressure, urge, or entice a student-athlete to attend a school for the purpose of participating in interscholastic athletics. The NIL agreement shall not be used as a guise for athletic recruiting (reference Policies 36 and 37).

9.9.4.7 Student Transfers. A student-athlete who transfers after starting a sport, shall be prohibited from securing an NIL agreement that season, unless he/she meets one of the provisions outlined in Bylaw 9.3.2.2.

9.9.5 Penalties.

9.9.5.1 Penalties Assessed to Schools. Failure to comply with FHSAA Bylaw 9.9.4 may result in the assessment of disciplinary measures outlined in Policy 36.5.3 and/or Policy 37.3.3.

9.9.5.2 Penalties Assessed to School Employees and Contractors. Failure to comply with FHSAA Bylaw 9.9.4 may result in the assessment of penalties outlined in Policy 36.5.4 and/or Policy 37.3.4 (§1006.20(2)(b)2, F.S.).

9.9.5.3 Eligibility Effect of Violation. Any violation by a student-athlete of the provisions of Bylaw 9.9 shall result in escalating sanctions. However, a student-athlete who falsifies information or who receives an impermissible benefit will be deemed ineligible in accordance with Bylaw 9.1.2.2 or Policy 36.5.2, respectively.

9.9.5.3.1 For a first offense, the student-athlete shall receive a formal warning. If applicable, the student shall immediately terminate/modify the NIL agreement, remove any advertisement, promotional activity, or endorsement, and return any awards, gifts, or other compensation.

9.9.5.3.2 For a second offense, the student-athlete will be ineligible to represent any member school for a period of one year from the date of discovery.

9.9.5.3.3 For a third offense, the student-athlete will be ineligible to compete in any interscholastic athletic contest in any sport for the duration of the student-athlete's high school career.