

**AMERICAN ARBITRATION ASSOCIATION**  
**Commercial Arbitration Tribunal**

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In the Matter of the Arbitration between

UNITED STATES ANTI-DOPING AGENCY

**Claimant**

and

Paulo Miyao,

**Respondent**

Re: AAA Case No. 01-16-0005-2883

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**DECISION OF ARBITRATOR**

By a Sample Collection Service Agreement effective as of January 14, 2016 (the **Service Agreement**) between the United States Anti-Doping Agency (**USADA**) and the International Brazilian Jiu-Jitsu Federation (**IBJJF**), USADA was engaged to provide Doping Control Services (**Doping Control Services**) prior to and in connection with the 2016 World Jiu-Jitsu IBJJF Championship to be held June 1-5, 2016 in Long Beach, CA (**2016 World Championship**), in accordance with the USADA Protocol for Olympic and Paralympic Movement Testing (**USADA Protocol**) and the World Anti-Doping Agency Code (**WADA Code**). Such services include Results Management Procedures (**Results Management Procedures**) pursuant to the USADA Protocol (e.g., dispute resolution through arbitration). At a Preliminary Hearing held on January 11, 2017 before arbitrator, Paul E. George, the parties agreed that the matter of jurisdiction would be bifurcated from a hearing on the merits. Subsequently, the following occurred: (i) the Parties submitted briefs with respect to jurisdiction, and held a telephonic hearing without testimony from Mr. Miyao on February 14, 2017; (ii) the Respondent presented a Declaration (also referred to as an Affidavit) with regard to language capability and education on February 24, 2017; and, (iii) a further hearing was held on jurisdiction by video conference on March 28, 2017, with Claimant and Respondent's counsel in attendance, and at which time, Respondent and Rebecca Silva, a representative of IBJJF, offered testimony. The Arbitrator does hereby render his decision as follows:

**I. THE PARTIES**

1. Claimant, the United States Anti-Doping Agency, is the independent anti-doping agency for Olympic and Paralympic Sports in the United States, and as stated above, contracted with IBJJF for drug testing and for adjudication of any positive test results and other anti-

doping violations pursuant to the USADA Protocol. William Bock, III, C. Onye Ikwuakor, and Johncie Wingard represented USADA.

2. Respondent, Paulo Miyao, is a 25 year old athlete in the sport of Brazilian Jiu-Jitsu. He was the winner in the men's light featherweight division at the 2016 World Jiu-Jitsu IBJJF Championship. Mr. Miyao is originally from Sao Paulo, Brazil and now lives and trains in New York City. He was represented by Howard L. Jacobs of the Law Offices of Howard L. Jacobs.

(Claimant and Respondent shall be referred to as "the Parties" and individually as a "Party").

## II. APPLICABLE LAW

3. As an initial matter, by virtue of the Service Agreement referred to in the introduction, the rules and procedure applicable to the issues in this case are those set forth in the WADA Code and the USADA Protocol. The Arbitrator takes note, as well, of the Respondent's references to the laws of the State of California and of the United States.
4. The WADA Code has provisions with respect to Burdens and Standards of Proof and Methods of Establishing Facts and Presumptions. In fairness to the parties, the Arbitrator has deemed the following WADA Code provisions to be relevant:

### *3.1 Burdens and Standards of Proof*

*...The Standard of Proof (for the Anti-Doping Organization) in all cases is greater than a mere balance of probability, but less than proof beyond a reasonable doubt. Where the Code places the burden of proof upon the Athlete...alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be a balance of probability.*

### *3.2 Methods of Establishing Facts and Presumptions*

*Facts related to anti-doping rule violations may be established by any reliable means, including admissions...*

## III. PROCEDURAL HISTORY

5. Paulo Miyao competed in the 2016 World Championship, where he earned a first place finish in the light featherweight division on June 5, 2016. Following his victory, he was selected for drug testing at 6:24 p.m. and urine Sample collection was completed at 7:50 p.m. on June 5, 2016, as reflected in the Doping Control Official Record.
6. The Sample taken from Mr. Miyao on June 5, 2016 was tested at the UCLA Olympic Analytical Laboratory, and on July 8, 2016, the Laboratory issued Drug Testing Report USADA 13521 (C2L06) which indicated an adverse analytical finding for clomiphene, a prohibited substance in the class of Hormone and Metabolic Modulators on the WADA 2016 Prohibited List (**Sample # 1586691**).
7. On August 25, 2016, Mr. Miyao was notified by USADA that his case involving positive Sample # 1586691 was being forwarded to a Panel of the Anti-Doping Review Board

**(Review Board).** On October 7, 2016, he was informed by USADA that the Review Board had recommended that the adjudication process proceed in accordance with the USADA Protocol and the WADA Code.

8. On October 17, 2016, Mr. Miyao requested a hearing to contest the sanction sought by USADA pursuant to R-12 of the American Arbitration Association Supplementary Procedures for the Arbitration of Olympic Sport Doping Disputes.
9. The Parties and the Arbitrator held a Preliminary Hearing by telephone on January 11, 2017. The Parties agreed that the matter of jurisdiction should be bifurcated and heard separately from a hearing on the merits; each Party filed a brief on jurisdiction shortly thereafter. A Hearing on jurisdiction was then held by telephone on February 14, 2017. At that hearing, Respondent agreed to provide a Declaration (also sometimes referred to as an Affidavit) with respect to his language abilities, education, and time spent in the United States, which Declaration was filed with the Arbitrator on February 24, 2017, a copy of which is attached hereto as Exhibits A-1 and A-2.
10. The Arbitrator issued Hearing and Scheduling Order #5, in which he stated, "The Declaration provided by Respondent and the Hearing held on February 14, 2017 were informative, but not dispositive of the question as to whether he (i.e., Mr. Miyao) understood and agreed to arbitration in the event of a positive drug test. The Arbitrator believes therefore that, in order to be fair to both parties, an in-person hearing should take place at which both jurisdiction and the merits of the case are considered." Mr. Jacobs, counsel for Respondent, objected by letter dated March 15, 2017, to this approach and recommended instead "an additional telephone hearing where such questions could be put to Mr. Miyao. Mr. Miyao would agree to answer questions related to the jurisdictional issue on a teleconference, such that the jurisdictional issue could be decided just as the parties had agreed."
11. At a brief conference call on March 22, 2017, the Parties agreed to Mr. Jacob's suggestion and to a video conference hearing which subsequently took place on March 28, 2017, at which time the Respondent was accompanied by an interpreter, Theodore Fink, and represented by his counsel, Howard Jacobs. Counsel for USADA, William Bock III, C. Onye Ikwuakor, and Johncie Wingard, and representatives of IBJJF, Rebecca Silva and Marcelo Araujo, were also on the video conference hearing. Mr. Miyao was examined extensively by counsel and by the Arbitrator. Respondent continues to claim that he is not subject to the Results Management Procedures (i.e., arbitration) of the Service Agreement, effective as of January 14, 2016, between USADA and IBJJF. The only issue before the Arbitrator at this time is whether Respondent is subject to the jurisdiction of USADA and its Results Management Procedures.

#### **IV. RESPONDENT'S ARGUMENTS AND SUBMISSIONS**

12. While the Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Decision only to the submissions and evidence considered necessary to explain his reasoning.
13. Respondent's brief contains several arguments, beginning with the basic premise that "USADA has no jurisdiction to sanction an athlete, or even bring a case against that athlete, where the athlete has not either agreed to the application of the USADA Protocol or any anti-doping rules."

14. The IBJJF is not a signatory to the WADA Code, nor is it a member of the International Olympic Committee. The IBJJF rulebook makes no mention of anti-doping rules.
15. The entry/waiver form that was completed by Respondent online for the 2016 World IBJJF Jiu-Jitsu Championships was referenced and highlighted in his brief as follows:
  - 3.1.1 *The entry/waiver is provided in both Portuguese and English languages (Respondent read the Portuguese section because that is his native language, and he did not read the English portion);*
  - 3.1.2 *While the English entry/waiver mentions drug testing/USADA/USADA Protocol, the Portuguese entry/waiver does not;*
  - 3.1.3 *The English entry/waiver provides in pertinent part that “The [WADA] Code is available online and may be found at <http://www.wada-ama.org/en/World-Anti-Doping-Program/Sports-and-Anti-Doping-Organizations/The-Code/>”; however that link merely takes you to another website page - in English-which would require the athlete (if he read English) to click through the correct sequence of hyperlinks to eventually reach the World Anti-Doping Code (also in English);*
  - 3.1.4 *The English entry/waiver provides in pertinent part that “The USADA Protocol is available online and may be found at <http://www.usasa.org/files/pdfs/usada-protocol.pdf>; however, while that hyperlink does bring you to the USADA Protocol, it is entirely in English (which Respondent does not read).*
16. The Armstrong v. Tygart and USADA case (886 F. Supp. 2<sup>nd</sup> 572 [W.D. Texas. 2012]) was cited for the notion that “the applicable anti-doping rules and/or the USADA Protocol are applicable to the athlete through language contained in the athlete’s membership agreement with his or her national governing body or international sports federation.” It is argued, that “the normal course of incorporating the anti-doping rules into the rules of the sport is simply absent in this case.”
17. Ambiguity is allegedly created by the different language in the English entry/waiver and the Portuguese entry/waiver, with such ambiguity to be construed against the drafter. The agreement to engage in arbitration in the event of a positive drug test was deemed to be a contract of adhesion, namely a contract where one party (IBJJF) had stronger bargaining power than the other (Mr. Miyao).
18. The argument was also made that the “USADA agreement” -- that is, to follow the USADA Protocol (including arbitration) -- was contained only in the English version of the registration website and the entry/waiver.
19. Two California cases were presented to make the point that the differing languages of the registration documents (English and Portuguese) mattered to the Respondent. Ramos v. Westlake Services, LLC, 242 Cal. App. 4<sup>th</sup> 674 (2015), was cited for the doctrine of fraud in the execution, where an automobile buyer’s contract contained an arbitration provision in the English version, but not in the Spanish version, and Spanish was the buyer’s primary language. Penilla v. Westmont Corp, 3 Cal. App. 5<sup>th</sup> 205, 216 (2016), held that an arbitration agreement would be invalidated because, “although Westmont’s managers knew many respondents were not proficient in English, the managers never explained the arbitration provision in Spanish or provided a Spanish copy of it.”

20. Respondent testified at the video conference hearing on March 28, 2017 that he didn't read English, that he thought the Portuguese section of the entry/waiver form would be accurate (that is, just like the English version), and that he didn't ask for an interpreter when completing the 2016 registration forms for the 2016 World Championship. Moreover, he claimed that there was no mention of USADA or arbitration when he was tested at the World Championships both in 2015 and 2016.
21. Lastly, Respondent argues that, given the lack of an enforceable arbitration agreement, "any Award on the 'merits' would be set aside under the Federal Arbitration Act."

## V. CLAIMANT'S ARGUMENTS AND SUBMISSIONS

22. USADA was contracted by IBJJF to conduct drug testing at the 2016 World Championship pursuant to a Sample Collection Service Agreement effective as of January 14, 2016.
23. Respondent's Sample was taken on June 5, 2016 at the 2016 World Championship, was tested at a WADA accredited laboratory, and reported as adverse for the presence of Clomiphene, a prohibited substance in the class of Hormone and Metabolic Modulators on the 2016 WADA Prohibited List – Drug Testing Report USADA 13521 (C2L06) - Sample #1586691.
24. The Service Agreement sets forth Results Management Procedures at Paragraphs 15 and 16, which include the right of USADA, at its sole determination, to manage the resulting case in accordance with the USADA Protocol and the WADA Code.
25. The participants in the 2016 World Championship were notified that USADA would perform drug testing at the Championship through an announcement posted on the 2016 World Championship registration webpage.
26. Respondent has participated in several World Championships and was tested by USADA previously at the 2015 World Championship, thus he was familiar with drug testing.
27. Respondent signed two waiver documents to register in the 2016 World Championship. One was entitled Waiver Release Terms, portions of which were in English and Portuguese. The other was entitled Additional Waiver Release Terms, entirely in English. These are separate documents, both in form and substance, though Respondent frequently appears to refer to them more generically as the "entry/waiver" documents. (See Respondent's Arguments and Submissions at Paragraph 15 herein). Respondent contends that two documents created ambiguity, by their titles and partial use of Portuguese. USADA argues that no ambiguity exists because the document entitled Waiver Release Terms covered (1) different information (i.e. liability for injury), and (2) was accessed separately from the Additional Waiver Release Terms, which dealt exclusively with doping control. USADA stated that the Additional Waiver Release Terms, whereby consent was given to doping control procedures, was "accessed separately", "displayed as a stand-alone document", and in English.
28. Respondent expressly consented to drug testing at the 2016 World Championship by checking a box in the Additional Waiver Release Terms that stated, "I've read and agreed to the terms above". This document specifically mentioned that USADA would conduct Doping Control Services, that the USADA Protocol and the WADA Code would apply, and that the arbitration under such rules would be the means of addressing any charge.

29. Respondent reaffirmed, during the processing of his Sample, that he would submit to the results management authority of USADA by his signature in the Signatures section of the USADA Doping Control Official Record dated June 5, 2016.
30. Respondent argues that the Additional Waiver Release Terms was in English, which he does not read, and not in Portuguese, his native language. USADA argues that, as a participant in the 2016 World Championship, the Respondent had a duty to understand the registration materials he signed.
31. Although the IBJJF is not a Code signatory, it has contracted with USADA for drug testing at its World Championships dating back to 2013 and publicly announced its adoption of WADA's anti-doping policies and procedures in 2014.
32. The Introduction to the WADA Code states the following: "Anti-doping rules, like competition rules, are sport rules governing the conditions under which the sport is played. Athletes...accept these rules as a condition of participation and shall be bound by these rules." Claimant contends that, like competition rules, anti-doping rules need not be translated into the language of every competitor in order to be enforceable.
33. Respondent would not have been permitted to enter the 2016 Championship unless he agreed to consent to doping and recognized USADA's results management authority.
34. In Article 7.1 of the General Competition Guidelines in the IBJJF Rule Book it states: "The published guidelines of each individual championship shall overrule the General Competition Regulations Book when need be." Even if anti-doping is not discussed in the IBJJF Rule Book, the anti-doping procedures were clearly part of the 2016 World Championship announcement and rules, and were therefore binding on all competitors.
35. USADA maintains that, regarding anti-doping measures, notice was provided to competitors in the registration webpage and the Additional Waiver Release Terms without any attempt to mislead or hold back information from competitors. Moreover, USADA testified that it provided, in 2015 and 2016, workshops about doping for IBJJF members. And Rebecca Silva, a IBJJF representative, testified that the IBJJF held open informational meetings, with a booth and publicity, two and one-half months before the Pan American Championship (held March 17-20, 2016 and in which Respondent was a competitor). The IBJJF official website has had material "detailing its opposition to doping in the sport of Brazilian Jiu-Jitsu since 2014."
36. The Claimant cited a Court of Arbitration for Sport case – ASADA v. Peter Atkins (CAS A1/2009) -- for the proposition that ignorance of anti-doping rules does not relieve an athlete of responsibility. A member of Surf Lifesaving Australia (SLSA) alleged that, after testing positive, he was unaware of SLSA's Anti-Doping Policy and that "SLSA had not done enough to ensure he was aware that he was subject to an anti-doping regime." Mr. Atkins' challenge was rejected by the arbitrator in the case because the athlete was presumed to know the rules through his experience in the sport and his execution of the Sports Membership Application Form. Similarly, USADA submits that Mr. Miyao, by his experience in the sport and his prior exposure to drug testing, should know the anti-doping rules.
37. Lastly, Respondent had presented a case arising from drug testing at the 2013 World Jiu-Jitsu IBJJF Championship and submitted to a USADA Anti-Doping Review Panel (ADRP). Arguing that the ADRP case was on point with Respondent's case, counsel for the Respondent noted that the ADRP had recommended that no action be taken against the athlete. USADA cites Section 13(d)(vi) of the USADA Protocol for the proposition

that no ADRP proceeding shall be admissible in any further hearing or proceeding. That said, USADA added that the 2013 ADRP case was distinguishable from the present case in several ways, including the fact that, unlike Respondent's case, the athlete in the 2013 case registered for the event before USADA was contracted to conduct doping control and did not agree in writing to submit to drug testing.

## VI. MERITS

38. The issue of whether USADA has jurisdiction with respect to Mr. Miyao's positive drug test at the 2016 World Championship comes down to a determination of whether he knew, or should have known, that USADA was responsible for drug testing and results management, including dispute resolution through arbitration.
39. USADA and IBJJF established clearly that USADA was retained by a contract effective as of January 14, 2016, to conduct drug tests and results management at the 2016 World Championship.
40. Respondent presented evidence through a written Declaration and by testimony at the March 28, 2017, video conference hearing that his native language is Portuguese, that he does not read English, and that his three year study of English in Brazilian schools was rudimentary.
41. Mr. Miyao's primary contention is that he did not understand that the registration documents he signed to enter the 2016 World Championship -- particularly the Additional Waiver Release Terms -- committed him to results management, in particular arbitration, under USADA jurisdiction. His inability to read English is cited as the reason for his lack of understanding.
42. The role of USADA at the Championship and more generally with the IBJJF was publicized in many ways; moreover, Respondent has extensive experience in the sport, in its international competitions, and in its culture, such that he has had ample time to learn about drug testing and its procedures. Among the IBJJF/USADA activities and publications are the following:
  - USADA was contracted by IBJJF for drug testing in 2013
  - IBJJF made a public announcement of its adoption of WADA's anti-doping policies and procedures in 2014
  - USADA and IBJJF testified that educational workshops were conducted for athletes in 2015 and 2016
  - USADA has participated in resolution of IBJJF doping cases in 2014, 2015 and 2016, with attendant publicity on its sanctions page, in IBJJF publications, and according to Rebecca Silva, through social and other media
  - The Sample Collection Service Agreement between USADA and IBJJF effective as of January 14, 2016, was announced on the IBJJF webpage
  - 2016 World Championship Registration Page contained an announcement, in some detail, about the anti-doping relationship between USADA and IBJJF (See Exhibit B-1 attached hereto)
  - In connection with registering for the 2016 World Championship, there were two forms, for both of which the Respondent checked the box, "I've read and agreed to the terms above." These were:

Waiver Release Terms – in English and Portuguese, covering general

liability but not doping control (See Exhibit B-2 attached hereto).

Additional Waiver Release Terms – in English, covering USADA Doping Control Services, including an agreement to submit to arbitration in the event of any charge (See Exhibit B-3 attached hereto).

- Following his drug tests in 2015 and 2016, the Respondent signed the Doping Control Official Records, dated May 31, 2015 and June 5, 2016 respectively. On the “Signatures” page beneath a paragraph about USADA’s Results Management Process, with specific mention of arbitration (See Exhibit B-4 attached hereto).

43. Respondent testified that:

- He is 25 years old, completed one year of college in Brazil, and has taken 3 years of English in school
- He has competed 5 or 6 times in the IBJJF World Championships (2016 result: 1<sup>st</sup> Place in the light featherweight division)
- He has traveled internationally for competitions
- His teachers and trainers travel with him
- He had a friend assist him with completion of the 2016 registration forms for the 2016 World Championship
- He didn’t ask his friend to translate the English portions of registration forms for him
- He is aware of drug testing
- He had been in contact with Rebecca Silva of the IBJJF during the 2016 registration process but didn’t ask her for any clarification about the registration forms
- He has used Instagram for 5 years and is familiar with the Google translation app.

44. The Arbitrator is persuaded that Respondent was not only aware of drug testing, but had ample opportunity to learn about and make inquiries with respect to USADA and its doping control procedures, and that had the resources to do so (teachers, trainers, friends, IBJJF).

45. Respondent’s counsel argued his client’s case with skill, using several cases/legal theories to support Respondent’s contentions, namely:

- There was ambiguity created by the two waivers, one of which was entirely in English (Additional Waiver Release Terms) which dealt exclusively with USADA and doping control, and the other (Waiver Release Terms) which dealt with a general liability waiver (as Respondent testified, it “covered if (participant) killed or injured.”) The Arbitrator does not find the two Waivers ambiguous. Put another way, the doping control undertaking appears clear and concise in the Additional Waiver Release Terms. In addition, the contention that the IBJJF has no anti-doping rules ignores the fact that, by agreement with USADA, the IBJJF has agreed to the applicability of the WADA Code and the USADA Protocol, an efficient and commendable undertaking.
- Two cases were cited -- Ramos v. Westlake Services, LLC, supra, and Penilla v. Westmont Corp., supra -- in support of the contention that the



USADA Results Management Procedures, with its arbitration component, should be deemed invalid or void. The Arbitrator finds these cases distinguishable from Respondent's case inasmuch as both were essentially based on one-time, commercial transactions (automobile and mobile home purchases) where customers did not have exposure to the education, disclosures, and multiple opportunities to make inquiry present in Respondent's case. In addition, unlike the Westmont case, there appears to be no attempt whatsoever by IBJJF or USADA to mislead athletes about doping control procedures.

- The Respondent also argues that the agreement to submit to USADA's jurisdiction over doping matters is a contract of adhesion, i.e., a contract drafted by a more dominant party and signed by a weaker party without power to negotiate. Sports are distinguishable -- playing rules and anti-doping rules are not negotiable by participants. The rules are the rules. Contracts of adhesion are found commonly in commercial transactions where unequal bargaining power, unfairness and unconscionability are carefully considered. If anything, the antidote to unfair dealing -- namely to follow the doctrine of reasonable expectations -- is adhered to in sports by the constant emphasis on playing rules and, in the present case, the frequent explanations of and education about anti-doping rules by USADA and the IBJJF.
- As a final legal contention, the Respondent alleges that an award on the "merits" would be set aside for lack of jurisdiction under the Federal Arbitration Act, 9 U.S.C. §10. The Arbitrator finds that this contention is speculative at this point, believing that his present responsibility is to carefully and fairly consider whether USADA has jurisdiction.

46. Respondent testified at several points that he had assistance in completing the 2016 World Championship registration. And he certainly had time between his May 31, 2015 doping test and his appearance in the 2016 World Championship in June, 2016, to inquire, learn, ask and search about doping control procedures. The Arbitrator finds that Respondent was an experienced athlete in IBJJF competition and had access to many resources, but in testimony conveyed a disinterested, or perhaps even a careless attitude, towards the registration documents he was required to read and acknowledge.

47. Without intending or wishing to show any disrespect whatsoever to other languages, English is often the language of rules in sports. At the Olympic Games, for example, the common languages are English and French, with the language of the host country added as a matter of courtesy and convenience. In the Arbitrator's view, the Respondent knew, or should have taken the initiative to know, the essential elements of the USADA Protocol and WADA Code applicable to him as an experienced, successful international competitor in International Brazilian Jiu-Jitsu.

## **VII. Findings and Decision**

The Arbitrator therefore rules as follows:

- A. USADA has sustained its burden of proof, thus making the Respondent subject to the jurisdiction of USADA for the purposes of Results Management Procedures following his positive drug test result at the 2016 World Championship.

- B. Subject to the agreement of the Parties, a separate Hearing should be held with respect to the merits of Respondent's case.
- C. The Parties shall bear their own attorney's fees and costs associated with this Arbitration.
- D. This Decision shall be in full and final resolution of the issue of jurisdiction only, and not on the merits of the claim submitted to this Arbitration.



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Paul E. George  
Arbitrator

Dated: April 12, 2017

DECLARATION OF PAULO MIYAO

I, PAULO MIYAO, DECLARE AS FOLLOWS:

1. I am a Brazilian jiu-jitsu fighter. I make this declaration based upon my own personal knowledge, and if called to testify, could and would testify as follows.

2. I completed high school in a public high school called Colegio Estadual Barbosa Ferreira in the city of Andira in the state of Parana in Brazil. I attended college for one year. All of my education was conducted in Portuguese.

3. Until June 2016 my primary residence was in Sao Paulo, Brazil. Between March 2015 and June 2016, I travelled for competitions to Abu Dhabi, Europe, Asia, and the United States, with trips generally lasting one to two weeks. During this same time period, I split my preparation and training camps between Sao Paulo and New York City.

4. On June 14, 2016 (shortly after the IBJJF World Championships in California), I received my O1 visa and relocated to New York. Since moving to New York, I have continued to only train and to not teach; I have only taught a handful of classes since moving to New York, and each time I needed a translator to communicate with the students. Since moving to New York, other students have also helped me with basic things like going with me to the bank to open a bank account in New York.

5. To this day, I cannot read English, and I continue to have great difficulty communicating verbally in English. This would be easily confirmed by any of the other students at Unity Jiu-Jitsu, where I train in New York.

6. In New York, I live at Unity Jiu-Jitsu where I train (as I did in Brazil). I have a small mattress that I keep in a back room at the jiu-jitsu school, and every night I take it out and sleep on it. I do not live in an apartment or pay rent. Once a week I go to a church called Our Lady of Pompey in the West Village for Sunday mass, which is in Brazilian Portuguese with a Brazilian priest. I go to a CrossFit gym in New York that I can walk to, and someone went with me the first time I went there to help me register. If I have to go to the doctor in New York, someone always goes with me to translate between Portuguese and English. Whenever I post motivational or religious quotes on my Instagram page, I either post them in Portuguese or I use Google to translate to English and ask someone if the translation is correct.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed this \_\_\_ day of February, 2017, at New York, New York.

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PAUL MIYAO

DECLARAÇÃO DE PAULO MIYAO

EU, PAULO MIYAO, DECLARO O SEGUINTE:

1. Sou um lutador de jiu-jítsu brasileiro. Faço esta declaração com base em meu conhecimento pessoal e, se chamado a testemunhar, deponha desta forma.
2. Concluí o ensino médio em um colégio público chamado Colégio Estadual Barbosa Ferreira, na cidade de Andirá, estado do Paraná, Brasil. Frequentei a faculdade por um ano. Toda a minha instrução foi realizada em português.
3. Até junho de 2016, minha residência principal era em São Paulo, Brasil. Entre março de 2015 e junho de 2016, viajei para competições em Abu Dhabi, Europa, Ásia e Estados Unidos, com viagens que duravam geralmente de uma a duas semanas. Durante esse mesmo período, dividi meu preparo e os centros de treinamento entre São Paulo e a cidade de Nova Iorque.
4. Em 14 de junho de 2016 (logo após o IBJJF World Championships, na Califórnia), recebi meu visto O1 e me mudei para Nova Iorque. Desde que me mudei para Nova Iorque, continuei apenas treinando, sem lecionar; lecionei apenas algumas aulas desde que me mudei para Nova Iorque, e todas as vezes precisei de um tradutor para me comunicar com os estudantes. Desde que me mudei para Nova Iorque, outros estudantes também me ajudaram com coisas básicas, tais como ir ao banco comigo para abrir uma conta bancária em Nova Iorque.
5. Até a presente data, eu não consigo ler no idioma inglês e continuo tendo grande dificuldade de me comunicar verbalmente em inglês. Isso seria facilmente confirmado por quaisquer dos outros estudantes na Unity Jiu-Jitsu, onde treino em Nova Iorque.
6. Em Nova Iorque, eu moro na Unity Jiu-Jitsu, onde treino (como fazia no Brasil). Tenho um pequeno colchão que guardo no quarto dos fundos da escola de jiu-jítsu, e toda noite eu o peço e uso para dormir. Eu não moro em um apartamento nem pago aluguel. Uma vez por semana, vou a uma igreja chamada *Our Lady of Pompeii*, no West Village, para a missa de domingo, que é realizada em português do Brasil, com um padre brasileiro. Vou a uma academia de CrossFit em Nova Iorque à qual consigo ir a pé. Na primeira vez em que fui até lá, alguém me acompanhou para me ajudar com a matrícula. Se eu tiver que ir a um médico em Nova Iorque, alguém sempre irá comigo para traduzir entre o português e o inglês. Sempre que publico citações motivacionais ou religiosas na minha página do Instagram, faço-o em português ou uso o Google para traduzir para o inglês e peço a alguém se a tradução está correta.

Declaro, sob pena de falso testemunho, que tudo o que acima foi exposto é verdadeiro e correto, e que essa declaração foi assinada no dia \_\_\_ de fevereiro de 2017, em Nova Iorque, Nova Iorque.

  
\_\_\_\_\_  
PAUL MIYAO

Tools Purge Varnish

Register

LOGIN

Email#

Password

GO!

Forgot your password?

Search...



INTERNATIONAL BRAZILIAN JIU-JITSU FEDERATION

**IBJJF**

INTERNATIONAL BRAZILIAN JIU-JITSU FEDERATION

- ▶ RANKING
- ▶ ANTI-DOPING
- ▶ INFO
- ▶ CHAMPIONSHIPS
- ▶ COURSES
- ▶ NEWS
- ▶ MEMBERSHIP
- ▶ ATHLETES
- ▶ SCHOOLS
- ▶ REFEREES
- ▶ CONTACT US

**WORLD** 2016

IBJJF JIU-JITSU CHAMPIONSHIP

## Private: World Jiu-Jitsu IBJJF Championship

June 1st\*, 2nd, 3rd, 4th &amp; 5th, 2016

IBJJF is pleased to support integrity in competition, and to announce it has contracted with the U.S. Anti-Doping Agency ("USADA") to provide an anti-doping program during the IBJJF World Championships (the "Event"), to be held at the California State University in Long Beach, California, from June 1-5, 2016, a IBJJF sanctioned event. USADA is the independent national anti-doping organization for the United States, and runs the U.S. anti-doping program for the Olympic, Paralympic, Pan-American and Parapan American movements, in accordance with the World Anti-Doping Agency ("WADA") Code ("Code"). IBJJF has contracted with USADA to demonstrate a commitment to fair, drug-free, and safe competition. Doping of any kind is against the rules of this event, and will not be tolerated. Any violation of the anti-doping rules may result in disqualification and loss of results achieved during the Event, in addition to any consequences that may arise in accordance with USADA's rules under the WADA Code.

Athletes competing in the Event may be subject to blood and/or urine testing for any substance or method on the World Anti-Doping Agency Prohibited List: <http://www.usada.org/prohibited-list/>. In addition to testing, USADA is a resource for educational information and will have jurisdiction to handle the results management process. All event participants acknowledge and agree that they are subject to the Code and the USADA Protocol for Olympic and Paralympic Movement Testing and its Annexes (the "USADA Protocol"), and that they are required to abide by all such rules, and by the anti-doping rules of the participant's National and International Federation. Anti-doping rule violations will be adjudicated in accordance with the USADA Protocol and/or the anti-doping rules of the participant's National and International Federation.

As USADA is an independent entity, all athlete questions or concerns regarding details of the anti-doping program at the event should be directed to USADA. In an effort to aid athletes, as well as all support team members such as parents and coaches, in understanding the rules

### Location:

Walter Pyramid - Long Beach State University  
1250 Bellflower Blvd.  
Long Beach  
CA  
USA  
90840

### Prices:

#### With 2016 Membership

\$95.00 (USD) until January 17th, 2015  
\$115.00 (USD) until Feb 21st, 2015  
\$130.00 (USD) until March 21st, 2015

#### Without 2016 Membership

\$97.00 (USD) until January 17th, 2015  
\$120.00 (USD) until Feb 21st, 2015  
\$135.00 (USD) until March 21st, 2015

### Spectator Entrance Fee:

Jun 1st\* - 3rd: \$12.00 (USD)  
Jun 4th - 5th: \$15.00 (USD)

available to them, USADA provides comprehensive information on its website regarding the testing process and prohibited substances, how to obtain permission to use a necessary medication, and the risks and dangers of taking supplements as well as performance-enhancing and recreational drugs. Athletes looking for information about the testing process can start at [www.usada.org/athletes](http://www.usada.org/athletes). In addition, USADA manages an athlete hotline which may be used to find answers to drug reference questions at (719) 785-2000, toll-free at (866) 601-2632, by email at [athleteexpress@usada.org](mailto:athleteexpress@usada.org). Athletes may also access this information online at [www.GlobalDRO.com](http://www.GlobalDRO.com). For information about dietary supplements, please visit USADA's Supplement 411 resource at [www.Supplement411.org](http://www.Supplement411.org).

For more general anti-doping program information, please visit [www.usada.org](http://www.usada.org).

**Championship Registration Open. Register Now!**

**RELEVANT DATES**

**Athletes affiliation and Academy registration deadline** <sup>?</sup>  
[05/13/2016](#)

**Registration deadline** <sup>?</sup>  
[05/24/2016](#)

**Athlete correction deadline** <sup>?</sup>  
[05/25/2016](#)

**Team correction by professor** <sup>?</sup>  
 From 05/26/2016 to 05/26/2016

**Registration checkday** <sup>?</sup>  
[05/28/2016](#)

**Schedule release date** <sup>?</sup>  
[05/31/2016](#)

**Brackets release date** <sup>?</sup>  
[05/31/2016](#)

**Athletes affiliation and academy registration deadline**  
 All minors (age 17 and younger), brown and black belt athletes must be properly affiliated for the current year. All tournaments taking place in Brazil require all participating athlete's to be properly affiliated for the current year.

All academies must be registered in order for its students to register in the competition.

All the documentation must be sent properly filled and signed as instructed on the e-mail received when soliciting your affiliation online. Minors, Brown and Black belts with pending and/or incorrect documentation won't be able to register for the tournament, as they need to have their request approved first. This rule applies to athlete's of all belt and age ranks who wish to participate in tournaments in Brazil.

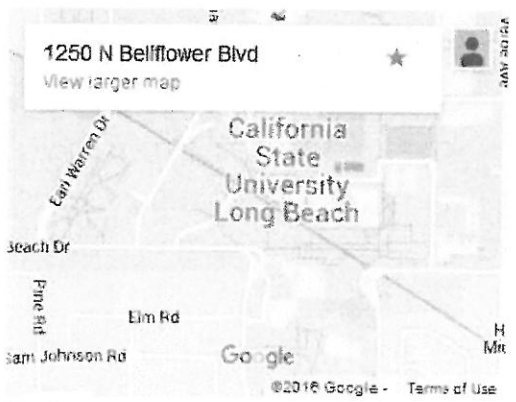
For information about how to become a member or renew your membership please access [this page](#).

For more information on how to register your academy please access [this page](#).

**Ranking:**  
**1** ★

- [Who Can Register](#)
- [Athlete List by Academy](#)
- [Athlete List by Division](#)
- [Weight List](#)
- [Weigh-ins](#)
- [Coaches](#)

**Location Map:**



Click for large view  
**SIGN UP FOR IBJJF SITE**

Email Address\*

First Name

Last Name

**BELT & AGE DIVISIONS**

Male:			
Year of Birth	Age division	Belt	
2000	Juvenile 1	White, Blue, Purple	

Início

**INSCRIÇÃO NO CAMPEONATO****Campeonato**

World Jiu-Jitsu IBJJF  
Championship 2016  
1 jun 2016 - 5 jun 2016

## CAMPEONATO

Detalhes

**WAIVER RELEASE TERMS / TERMO DE RESPONSABILIDADE**

**You need to read and accept the terms below to continue with registration. /  
Você precisar ler e marcar que aceita o termo abaixo pra continuar com a  
inscrição.**

I, D'Andre S. Brock do hereby submit my application for participation in the World Jiu-Jitsu IBJJF Championship 2016 held at The Walter Pyramid - CSULB from 01/06/2016 to 05/06/2016. I hereby assume full responsibility and liability for all damages, injuries and losses that I may sustain or incur while participating in or watching the tournament.

I realize that serious injury is commonplace in martial arts tournaments such as the one I am hereby entering and that death is a possibility. I also realize that if I am injured, I might be disfigured, disabled and/or rendered unable to work again. By entering into this competition I agree to and fully accept and assume liability for any and all injuries that I may incur expressly give up and waive any and all claims that I or anyone acting on my behalf or through me might have against United States Jiu-Jitsu Federation (USJJF), United States Brazilian Jiu-Jitsu federation (USBJJF), Confederacao Brasileira de Jiu-Jitsu (CBJJ), International Brazilian Jiu-Jitsu Federation (IBJJF) Carlos Gracie Jr, the promoters, operators, sponsors, officials, participants, non-participants, or The Walter Pyramid - CSULB for any injury regardless of its nature, effect or affect on me as a result of my participation and/or presence at the tournament.

I authorize, and agree to hold harmless, whatever medical personnel that may be present at the tournament to take any action necessary, should I become injured.

Any false information provided during registration such as DOB but not limited to; may lead to immediate disqualification; such actions are subject to suspension or even banishment from future IBJJF events.

I further understand that tickets will be sold to spectators to watch the tournament; that news media and others might cover the tournament and that it may also be videotaped or otherwise shown to audiences around the world. I hereby expressly and irrevocably forever consent to having my likeness shown, publicized, commented and/or reported on; and I do not expect to, and in fact waive any compensation I might otherwise be entitled to as a result thereof.

I represent that I am in good health; that I am not presently, nor will I participate while under the influence of any drug or medication; that no one affiliated with this tournament has encouraged me to enter or made any representations regarding my fitness or ability to participate; that I have read and understood every provision of this release; and that I am legally competent to and freely enter into this waiver, release and assumption of risk agreement.

If an athlete's registration application is accepted and the athlete permitted to compete, Organizer hereby expressly reserves the right, in its sole and absolute discretion, with or without cause, to change, modify or otherwise edit information contained upon a the registration form, including but not limited to: the athlete's academy's name and affiliation and/or the competitor's name and/or nickname. Organizer likewise expressly reserves the right, in its sole and absolute discretion, with or without cause, to add or remove an athlete from the open weight division.

Changes to an athlete's registration including but not limited to academy affiliation will be permitted up to one business day before the registration deadline. There will be no changes permitted to an athlete's after that time. If an athlete or coach of an athlete wishes to make a change, any such change(s) are strictly limited to: competitor's name/nickname, academy affiliation and those member's of the academy that will be competing in the open weight division.

The head coach of an academy's competition team shall be granted the right to change a competitor's registration information. Such changes are limited to: weight division, competitor's name/nickname, academy affiliation and those member's of the academy that will be competing in the open weight division.

If your application for permission to compete in this event is accepted by the Organizer, you hereby agree that you are required to be registered with the Brazilian JiuJitsu Federation with jurisdiction over your home country or country of residence(when is applicable) and must have proof of the same. If you do not have the requisite proof, you understand and agree that you might not be permitted to compete, despite your having duly registered and having paid for the same

I further understand that I am responsible for checking and must check my registration information for the event on the website on the registration list for: weight, belt, academy, age division, and name information by the specified registration check day. I further understand that the registration check day is the last possible day to make any corrections ( including typographical errors made by IBJJF), to my registration information for the event. I understand and acknowledge that after the registration check day, no changes will be made and no refunds will be given. I understand that if I don't verify my information and send a notification for the correction by the specific time, no changes are permitted after that time and any mistakes in the brackets, whether or not caused by me, may lead to my immediate disqualification.

The IBJJF/CBJJ/USJJF/USBJJF (hereinafter 'Organizer') hereby expressly reserves the right, in its sole and absolute discretion, with or without cause to deny a potential athlete/competitor's registration/application for permission to compete in the event. The terms athlete and/or competitor may be used interchangeably.

If any dispute arises out of, or is any way related to your participation in this event, by entering your registration application, you are hereby expressly waiving and giving up your right to the filing of a lawsuit in state of federal court and a trial by jury. The word "dispute" as used above refers to anything, including claims for injury (which you have already waived) that may have occurred or you claim did not occur at the event. Any and all dispute(s) or any other disagreement of any nature, type or description – between athlete and the event organizer or its successors and assigns – regardless of the facts or legal theories that may be involved, must be resolved by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association in effect at the time the proceeding is initiated. Any hearings



...American Arbitration Association in effect at the time the proceeding is initiated. Any hearing must be held in Orange County, California. Although each party to the arbitration shall bear its own costs in connection with the arbitration, the prevailing party shall be entitled to recover its reasonable attorney's fees. Even if a disagreement arises as to whether the any dispute is subject to binding arbitration, said dispute or disagreement shall likewise be resolved by binding arbitration

In case of minors under 18 years old.

Furthermore, if the competitor is a minor I, Legal Guardian, hereby certify that I am parent and/or legal guardian of the above named minor who has been given my express permission to compete in the event for which we are registering. And, that I have read and understood every provision of the release of liability and that I am legally competent to and freely enter into this release of liability and assume all risk on behalf of the minor (competitor) named herein and any and all successors, assigns or any other representative acting upon the minor's behalf.

#### WAIVER / PORTUGUES

Eu, D'Andre S. Brock submeto minha inscrição para participar do, World Jiu-Jitsu IBJJF Championship 2016, que se realizará em The Walter Pyramid - CSULB de 01/06/2016 - 05/06/2016. Eu assumo total responsabilidade por qualquer dano, contusões ou perdas que possam ocorrer enquanto participo ou assisto o campeonato.

Entendo que sérias contusões são comuns em torneios deste tipo que estou participando, e até caso de morte é uma possibilidade real. Também entendo que se eu me machucar, posso estar não apto a trabalhar de novo. Entendo que estas conseqüências possam ocorrer como resultado de uma ação de um oponente, inércia do juiz, condição dos tatames ou conduta de um não-participante ou qualquer outra razão - Aceitando este acordo eu aceito o risco de participar e estar presente, eu ou qualquer outra pessoa agindo em meu nome isento a United States Jiu-Jitsu Federation (USJJF), United States Brazilian Jiu-Jitsu federation (USBJJF), Confederacao Brasileira de Jiu-Jitsu (CBJJ), International Brazilian Jiu-Jitsu Federation (IBJJF) Carlos Gracie Jr, the promoters, operators, sponsors, officials, participants, non-participants, or The Walter Pyramid - CSULB de qualquer responsabilidade por algum dano desta natureza, efeito da minha participação ou presença nesse torneio.

Eu autorizo por parte da equipe médica proporcionada pelo evento, que qualquer cuidado, tratamento médico, ou qualquer outra ação necessária seja tomada em caso de eu me machucar neste evento.

Qualquer informação falsa emitida durante a inscrição, como data de nascimento, mas não limitada a isso, pode levar à desclassificação imediata. Tais ações estão sujeitas a suspensão ou até mesmo banimento em futuros eventos da IBJJF.

Estou ciente que tickets serão vendidos para espectadores para assistir o evento, a mídia estará presente, que eu posso ser fotografado e filmado para qualquer audiência em torno do mundo, e autorizo intermitentemente, fato irrevogável que minha imagem seja usada ou publicada, sem esperar qualquer compensação de qualquer ordem por conta disso.

Admito estar em boa saúde, em condições de participar desta competição, não estarei sobre a influência de drogas de qualquer tipo, li e entendi todos os termos citados neste documento e que sou legalmente capaz de aceitar os termos deste documento e assumir todos os riscos.

A IBJJF/CBJJ/USJJF/USBJJF se reservam o direito de trocar, mudar ou até editar uma informação contida no formulário de inscrição do atleta, incluindo, mas não limitada a: nome da academia ou clube a qual o atleta está inscrito, e ao nome e/ou apelido do atleta. A organização se reserva o direito de adicionar ou trocar o nome da categoria absoluto, por qualquer razão com ou sem causa.

Estou ciente que o instrutor responsável pela agremiação tem o direito de trocar uma informação em uma inscrição de um atleta de sua agremiação. Essas mudanças estão limitadas a: categoria de peso, nome e /ou apelido de um competidor, nome da academia ou clube e membros de sua agremiação que irão competir na categoria absoluto.

Estou ciente que a IBJJF/CBJJ/USJJF/USBJJF se reservam o direito de negar o registro de inscrição de qualquer atleta neste evento e que caso isso aconteça a inscrição será cancelada e o pagamento ressarcido.

Estou ciente que devo checar as informações referentes à minha inscrição no dia de checagem geral, estou ciente que devo checar se nome, peso, academia, faixa e idade foram digitados corretamente, e que o dia de checagem geral e o último dia possível para qualquer correção (erros de digitação por parte da IBJJF) ligada à minha informação no registro de inscrição. Após o dia de checagem geral nenhuma correção será efetuada e em caso de erro nenhum valor será ressarcido. Estou ciente que caso eu não verifique minha informação e envie a correção no prazo estipulado para a checagem geral, e algum erro seja detectado no dia da competição, tal erro me levará a desclassificação imediata.

Estou ciente e aceito o fato que posso ser impedido de lutar caso não apresentar a carteira da federação de Jiu-Jitsu do meu país, caso exista a requisição da Federação do meu País no edital do Campeonato.

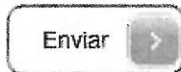
Em caso de qualquer "disputa", processo ou ação relacionada, em qualquer instância relacionada a sua participação neste evento, no momento que entra com seu registro de inscrição, você atesta abdicar do direito de entrar com qualquer tipo de disputa, processo ou ação, em qualquer corte/instância, estadual, federal ou internacional ou júri popular. A palavra "disputa" usada acima se refere a qualquer fato ou ação, incluindo qualquer "disputa" processo ou ação por questões de acidentes ou contusões (fato já atestado antes) que possa ter ocorrido ou não neste evento. Uma ou qualquer disputa, processo ou ação ou qualquer desentendimento de qualquer natureza ou tipo – entre atleta e organizadores do evento e seus sucessores e designados – independente de qualquer fato ou teoria legal que possa estar envolvida, deve ser resolvida por acordo arbitral de acordo com as leis da "American Arbitration Association" tendo efeito a partir do momento de o processo iniciado. Qualquer audição do caso deve ser processado em Orange County, California. Embora cada parte deva arcar com seus próprios custos com a arbitragem do caso a parte reinante deva ser resarcida dos custos do processo. Até em casos de desacordo que estejam sujeitos ao acordo arbitral, a mesma disputa seja resolvida por acordo arbitral.

Em caso de menor de 18 anos.

Eu, assumo ou certifico que sou o guardião legal do menor acima mencionado, que eu li e entendi todas as partes deste documento e que sou legalmente capaz para aceitar os termos deste documento, aceitando os riscos em nome do menor mencionado e em meu nome.

I've read and agreed to the terms above / Li e concordo com o termo acima

I've read and have knowledge about the information contained in the tournament webpage, <http://www.ibjjf.org>, and I'm aware of the rules and regulations of this tournament. / Li e conheço as informações contidas no edital deste campeonato publicado na página da IBJJF, <http://www.ibjjf.org>, bem como estou ciente das regras e regulamentos deste campeonato.



Início

**INSCRIÇÃO NO CAMPEONATO****Campeonato**

World Jiu-Jitsu IBJJF  
Championship 2016  
1 jun 2016 - 5 jun 2016

CAMPEONATO

Detalhes

**ADDITIONAL WAIVER RELEASE TERMS / TERMO DE RESPONSABILIDADE ADICIONAL**

**You need to read and accept the terms below to continue with registration. /  
Você precisar ler e marcar que aceita o termo abaixo pra continuar com a  
inscrição.**

I understand that IBJJF (herein referred to as the "IBJJF"), has organized the World Jiu-Jitsu Championships (the "Event"), to be held at the California State University in Long Beach, California, from June 1-5, 2016, a IBJJF sanctioned event. I understand that the IBJJF has contracted with the United States Anti-Doping Agency ("USADA") to conduct doping control services in conjunction with the Event, including sample collection, test results management, and the adjudication of disputes involving anti-doping rule violations for Event participants. I understand and agree that as a participant in the Event, I will be subject to doping control conducted by USADA. I understand and agree that the World Anti-Doping Code ("Code") and the USADA Protocol for Olympic and Paralympic Movement Testing and its Annexes ("USADA Protocol"), apply to me and that I am required to abide by all such rules and by the anti-doping rules of the IBJJF, and the National and International Federations governing my sport. I agree to submit to urine and/or blood drug testing by USADA immediately upon notification that I have been selected for testing. It is my responsibility to know and understand all anti-doping rules applicable to me prior to signing this consent including the requirement to obtain a Therapeutic Use Exemption prior to using any medication containing a Prohibited Substance or Prohibited Method. The Code is available online and may be found at <http://www.wada-ama.org/en/World-Anti-Doping-Program/Sports-and-Anti-Doping-Organizations/The-Code/>. The USADA Protocol is available online and may be found at <http://www.usada.org/files/pdfs/usada-protocol.pdf>. Information regarding Prohibited Substances and Methods and TUE applications is available online and may be found at <http://www.usada.org/substances>.

I understand that significant penalties exist for any anti-doping rule violation and that such violations may be established through any reliable means including, but not limited to, drug testing, admissions, third-party testimony, and circumstantial evidence. If I am charged with an anti-doping rule violation I agree that my case will be administered in accordance with the USADA Protocol, the anti-doping rules of the IBJJF, and the anti-doping rules of my sport's National and International Federations (if applicable), which have implemented mandatory provisions of the Code; I agree that arbitration under the terms of the rules is my sole and exclusive legal recourse and means of addressing any charge of doping, ineligibility, loss of results or other issues arising from any anti-doping rule violation or any other matter arising in connection with the collection, transport, and analysis of my sample(s), results management, or the reporting or communication of drug testing information or doping control results by USADA or its designees. I hereby waive and release any other right, remedy, claim or cause of

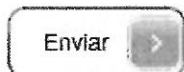
action involving USADA, the IBJJF, or any other party relating to doping control and/or the handling, analysis and reporting of my sample(s) or the administration of any potential or actual anti-doping rule violation. In the event that I challenge the laboratory results or otherwise contest any charges from USADA that I committed an anti-doping rule violation, and am then found to be in violation of the USADA rules, I understand and agree that I will be held responsible for reimbursing the IBJJF for any and all costs associated with the results management of my case.

I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE FOREGOING TERMS.

MINOR ATHLETES UNDER THE AGE OF 18 MUST HAVE THE FOLLOWING SECTION COMPLETED BY A PARENT OR GUARDIAN.

I have explained to my son/daughter/charge the foregoing consent and its ramifications and I consent to their participation in this event and to their submission to doping control as outlined above.

**I've read and agreed to the terms above.**



**Signatures**

By signing below I agree and certify that: (i) the information I have given on this document is correct; (ii) notification and sample collection were conducted in accordance with the relevant procedures subject to the comments made on the associated Supplementary Report Form(s), if any; (iii) all information on this form and any information obtained from me through the doping control process, including analysis sample results, is not being provided to USADA pursuant to a physician/patient relationship, is not to be considered a medical record, and will not be used for medical diagnostic purposes (iv) this document and all past or future filings or documents submitted by me or on my behalf to USADA may be used by USADA and other anti-doping organizations for legitimate anti-doping purposes and may be uploaded into the informational databases of WADA and USADA; and (v) I will submit to the results management authority and process of USADA, including arbitration under the USADA Protocol for Olympic and Paralympic Movement Testing, or to the results management authority of my International or National Federation, if referred by USADA. (Information regarding the processing of your filings and the use of other personal information by USADA can be found at [www.usada.org](http://www.usada.org).)

Athlete Printed Name                      Paulo Miyao  
 Athlete Signature                              *Paulo Miyao*

I have reviewed these forms and they are completed and ready to be saved.

Mail It    No  
 Email It     Yes  
 Email Address                                   paulomiyao@gmail.com

Representative Printed Name              n/a

Other Representative Role                  n/a  
 Printed Name                                    n/a

Language Specialist Name                  n/a

Subsequent DCO Printed Name

DCO Printed Name                              Thomas McVay  
 DCO Signature                                   *[Signature]*

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