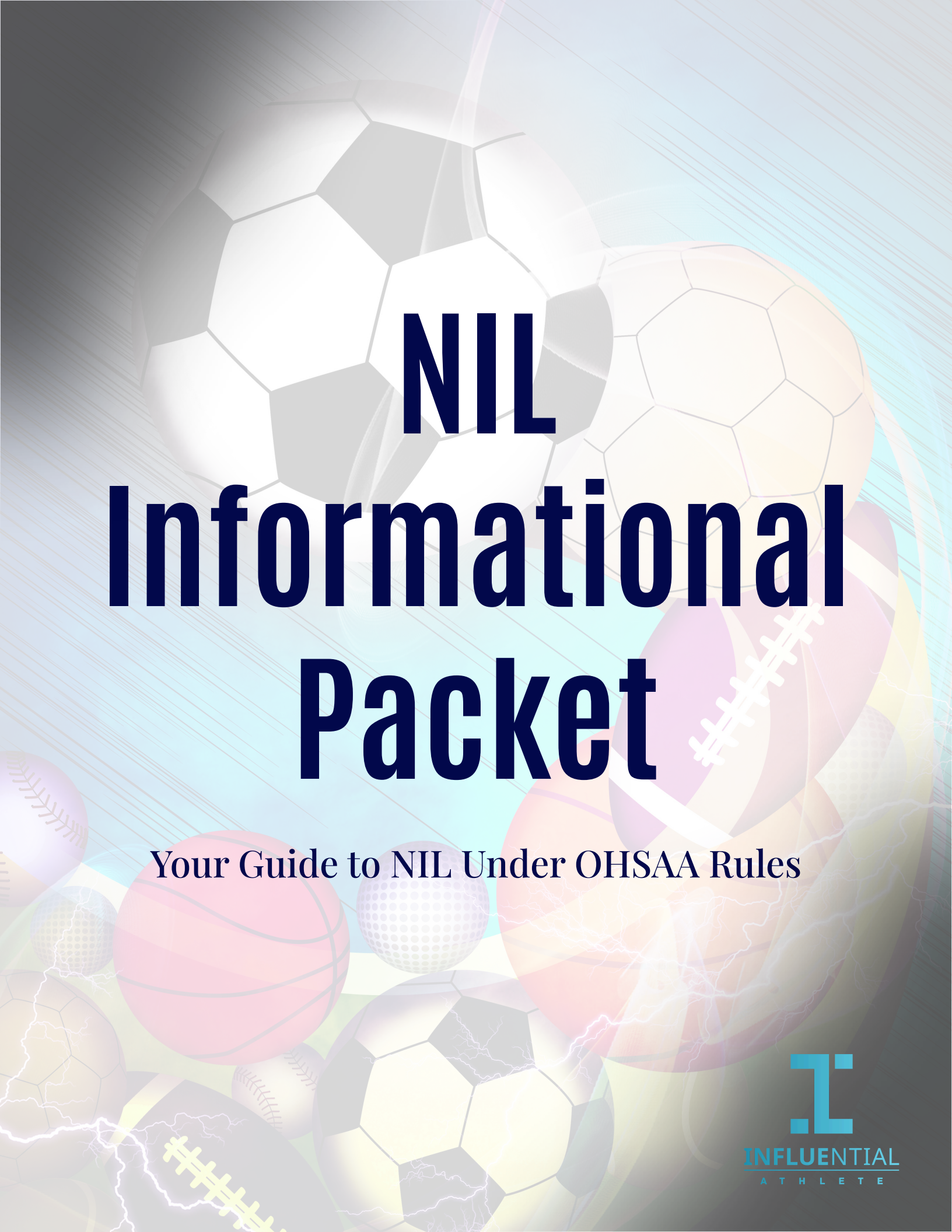


The background is a vibrant collage of various sports balls, including soccer balls, basketballs, and baseballs, rendered in a semi-transparent, layered style. Interspersed among the balls are stylized white lightning bolts. The overall color palette is a mix of cool blues and teals, and warm oranges, pinks, and yellows.

NIL Informational Packet

Your Guide to NIL Under OHSAA Rules

OHSAA's NIL Rules

Updated: May 20, 2026

Section 11. Personal Branding Rights/Name, Image and Likeness

Pursuant to Bylaw 4-10-1, a student may not participate in an interscholastic sport unless the student is an amateur. Pay-for-play (receiving payments simply for being a student-athlete), entering an agreement/contract with a professional sports team and improper recruiting inducements remain prohibited.

4-11-1 For purposes of this bylaw, Name, Image and Likeness (NIL)/Personal Branding Rights shall mean the use of self-publicity due to public recognition (athletic fame) and/or the notoriety a student may attain to receive a benefit through appearances, licensing, social media, endorsements and/or the use of branding.

Note 1: This bylaw has no connection to Bylaw 5, which permits a student to accept awards, gifts and prizes resulting from their participation/finish in athletic competitions. The requirements outlined within Bylaw 4-11 are solely related to a student-athlete's promotional and marketing efforts based on their public recognition (athletic fame) or notoriety.

Note 2: A collective is a third-party group, typically formed by alumni and supporters, that pools donations and fundraising to create and manage NIL/Personal Branding Rights opportunities for student-athletes. The collectives provide student-athletes with sponsorships, endorsement deals and other ways to monetize their NIL/Personal Branding Rights, bridging the gap between athletes and the brands or businesses looking to leverage their popularity and control their earnings from their public persona.

4-11-2 A student may enter into an agreement/arrangement whereby the student capitalizes on their Name, Image and Likeness/Personal Branding Rights provided the following criteria are met:

a) The student does not utilize the name, logos, mascots, trademarks or other proprietary properties of the OHSAA or any OHSAA member school or school team while receiving the compensation and/or during any promotions or imply that the OHSAA or the OHSAA member school or school team approves the NIL/personal branding activity, and

OHSAA's NIL Rules

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- b) The student does not engage in an NIL/Personal Branding Rights agreement that is provided, procured, or facilitated by an OHSAA member school or an agent of the school (e.g. collectives, booster clubs, foundations, administrators, coaches or other individuals), and
- c) The student does not engage in any name and image/personal branding activities during school hours, while traveling to or from any OHSAA event or during school or team events including any practice, meeting, contest, tournament or any similar event or facility the OHSAA deems inappropriate or distracting (defined henceforth as “official team activities”), and
- d) The student does not engage in an NIL/Personal Branding Rights agreement that provides compensation based on specific athletic participation, performance, or achievement (e.g. points scored, etc.), and
- e) The student does not engage in an NIL/Personal Branding Rights agreement that is provided as an inducement to attend a particular school, and
- f) The student does not display the sponsor’s product or otherwise advertise for a sponsor during official team activities, and
- g) The student is the only person impacted by the NIL/Personal Branding Rights agreement and this agreement shall never provide any money, merchandise, services of value or any other benefits directly to the student’s school and/or team, and
- h) The student does not engage in an NIL/Personal Branding Rights agreement associated with gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances, adult entertainment products or services, firearms or other weapons or any other product or service the OHSAA deems inappropriate or distracting, and
- i) The student is responsible for determining what, if any, effect the NIL/Personal Branding Rights agreement may have on eligibility with the NCAA, NJCAA and/or the NAIA.

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- 4-11-3 A student engaged in an NIL/Personal Branding Rights agreement shall disclose each agreement to the OHSAA within 14 days after entering into said agreement. Students who fail to disclose their agreement(s) or fail to disclose their agreement(s) within the 14 days shall be subject to a period of ineligibility up to 20 percent of the sport season in which they participate and/or any other penalties as outlined in Bylaw 11.

Note: Details on how to disclose said agreement(s) shall be posted on the OHSAA website.

- 4-11-4 A student engaged in an NIL/Personal Branding Rights agreement shall also comply with any other applicable OHSAA bylaws and regulations and any applicable policies of his or her school.
- 4-11-5 If a student transfers to a school and the transfer can be shown to be reasonably linked to a student's NIL/Personal Branding Rights agreement, a rebuttable presumption shall exist that the student has been recruited, which is in violation of Bylaw 4-9. The Executive Director's Office may suspend the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this bylaw.
- 4-11-6 Member school administrators and coaches shall have an obligation to educate the school community that any attempt to facilitate an NIL/Personal Branding Rights agreement to help secure the enrollment of a prospective student shall result in penalties as prescribed in Bylaw 11, including a review of the school's membership status.
- 4-11-7 Student-athletes with NIL/Personal Branding Rights deals, along their parents or guardians, are encouraged to seek professional advice, understand contracts thoroughly and prioritize academic and athletic commitments to protect the student-athlete's eligibility and long-term success. These activities should be regarded as a business, and participants should stay compliant with school and state regulations and focus on building a strong support system to avoid mismanagement of funds and protect future opportunities.

OHSAA's NIL Rules

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4-11-8 A student may enter into an agreement with an athlete agent, as defined within ORC §§4771.01, solely for the purpose of marketing the student or the student's reputation in accordance with Bylaw 4-11. Students and athlete agents must abide by all requirements set forth within ORC §§4771. A student engaged in an agreement with an athlete agent must disclose the agreement to the OHSAA within 14 days after entering into said agreement. Students who fail to disclose their agreement, or fail to disclose their agreement within the 14 days, shall be subject to a period of ineligibility up to 20 percent of the sport season in which they participate and/or any other penalties as outlined in Bylaw 11.

4-11-9 Any violation of Bylaw 4-11 shall be subject to penalties outlined in Bylaw 11.

Note: The Executive Director's Office may suspend the privilege of participation in interscholastic athletics during the pendency of any alleged violation of this bylaw.

NIL 101

Understanding the basics
for student-athletes



I
INFLUENTIAL
ATHLETE



NAME:

Your actual name

Examples:

Using your full name or nickname in advertising

Your name on merchandise

Using your name in marketing materials

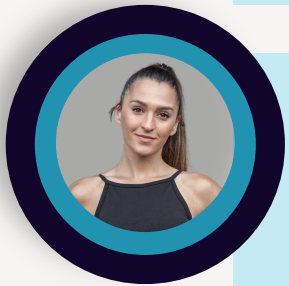


IMAGE:

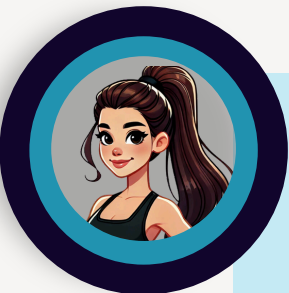
Any visual representation of you

Examples:

Photos - action shots, portraits

Videos - game footage, interviews, social media

Drawings - depictions of you artistically



LIKENESS:

Anything that uniquely identifies you

Examples:

Your voice

Your signature

Distinctive mannerisms

AI-Generated Representations



Your Right

NIL rights essentially grant athletes the right to control how their personal identity (their name, image, and any other unique characteristics) is used for commercial purposes. This allows them to profit from their own personal brand and popularity.

NIL rights are closely tied to the legal concept of "right to publicity," which protects an individual's right to control the commercial use of their identity.

Popular Ways to Make Money with NIL:

- **Endorsements:** Partnering with brands for product or service endorsements
- **Social Media Marketing:** Creating sponsored content or giving reviews and testimonials
- **Autograph Signings:** Charging for autographs or personalized merchandise
- **Camps/Clinics:** Being a guest coach or skills expert

Benefits of NIL:

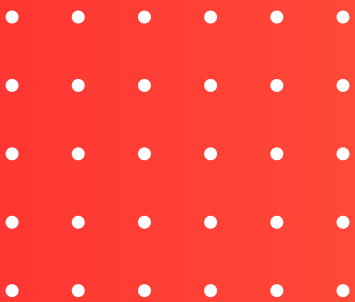
- Entrepreneurship
- Financial Literacy
- Personal Development
- Professional Development
- Experience
- Resume Boost
- Connections

A Guide for Student-Athletes

A decorative graphic on the left side of the 'Do's' section consisting of a 3x6 grid of white dots on a teal background. To the right, a large green circle contains a white checkmark.

Do's

-  **Engage in NIL activities unrelated to your school team, school, conference, or the OHSA.**
This means you can explore NIL opportunities outside of your school's sports programs.
-  **Receive compensation unrelated to athletic performance.**
You can earn money for activities not directly tied to your athletic abilities.
-  **Participate in camps and clinics as a paid instructor, or host your own.**
You can use your skills to teach or coach while earning money.
-  **Create personal social media accounts and websites to promote your personal brand.**
You can build your online presence to attract NIL deals.
-  **Endorse legal products or services not prohibited by OHSA rules.**
You can partner with businesses that align with your values and don't violate OHSA regulations.



Don'ts

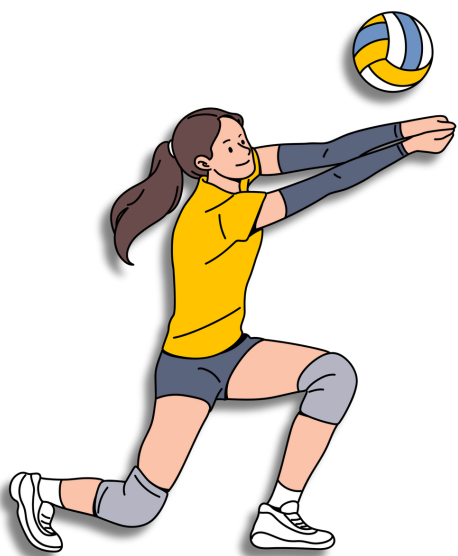
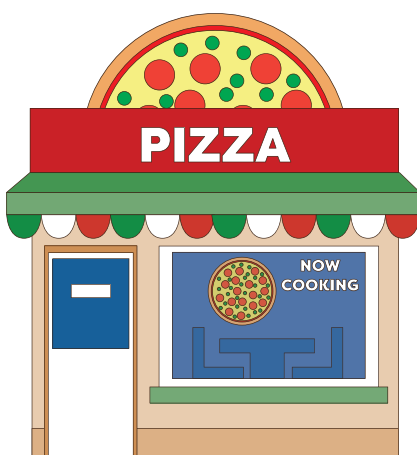
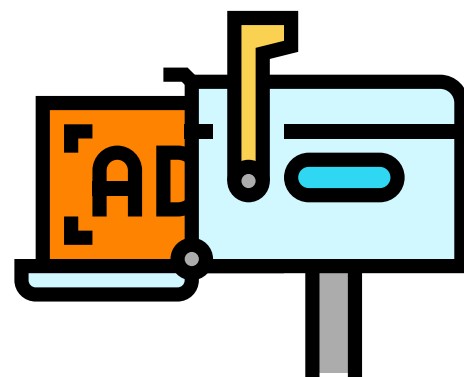


-  **Appear in NIL endorsements wearing your school uniform or using school logos.**
There can't be any connection to your school team, school, OHSAA or conference.
-  **Accept performance-based compensation.**
Your earnings shouldn't be tied to your athletic performance.
-  **Provide goods or services to your school or team from your NIL deals.**
You are the only person allowed to be impacted by your NIL deals.
-  **Skip academic classes or athletic team obligations for NIL activities.**
Your education and team commitments should take priority.
-  **Sign an NIL deal facilitated by an employee of your school.**
Employees of your school are not allowed to be involved in your NIL deals.
-  **Be recruited or induced to attend or remain at a school in exchange for NIL compensation.**
Your decision to attend a particular high school should not be influenced by NIL offers.

See following pages for example scenarios

Violation or No Violation?

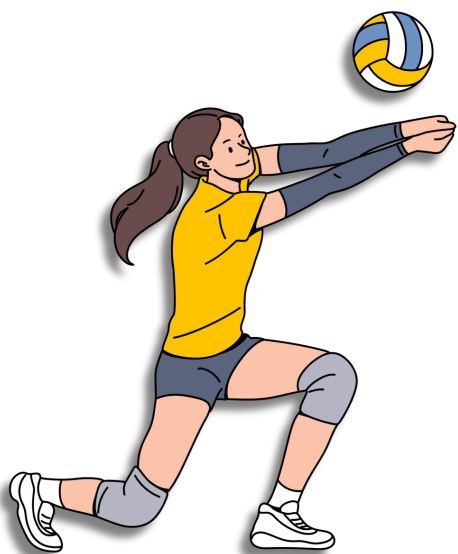
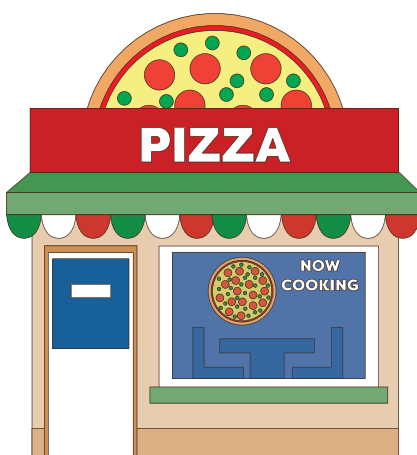
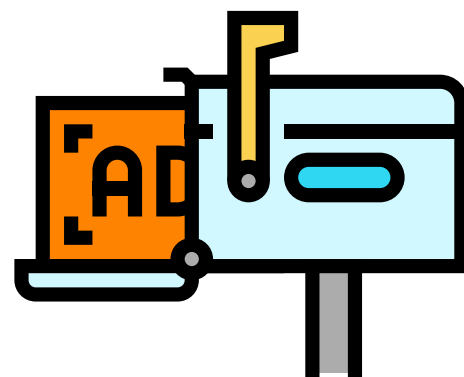
Susie plays on her high school's volleyball team. Susie does a deal with the local pizza shop wearing her team's volleyball shirt in a picture that is used on a mailer sent out to residents in the community.



That's a violation. She cannot wear any school, conference or OHSAA affiliated logo or uniform in any of her NIL activities.

Violation or No Violation?

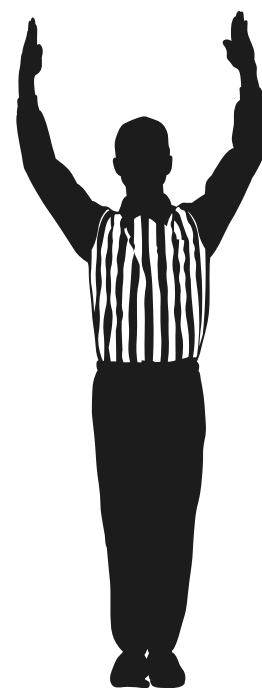
Susie plays on her high school's volleyball team. Susie does a deal with the local pizza shop. She's not wearing any school uniform or logo, but on the mailer it says, "Susie is ranked number 3 in Ohio for volleyball and loves Roma's Pizza."



That's not a violation because it doesn't identify her school, conference or OHSA. That ranking could be put out by anyone or any organization

Violation or No Violation?

Johnny plays on his high school's football team. Johnny strikes a deal with a local chiropractor who says he will give him free adjustments every time he scores one or more touchdowns in a game.



That's a violation. The deal is contingent on a certain athletic achievement.

Violation or No Violation?

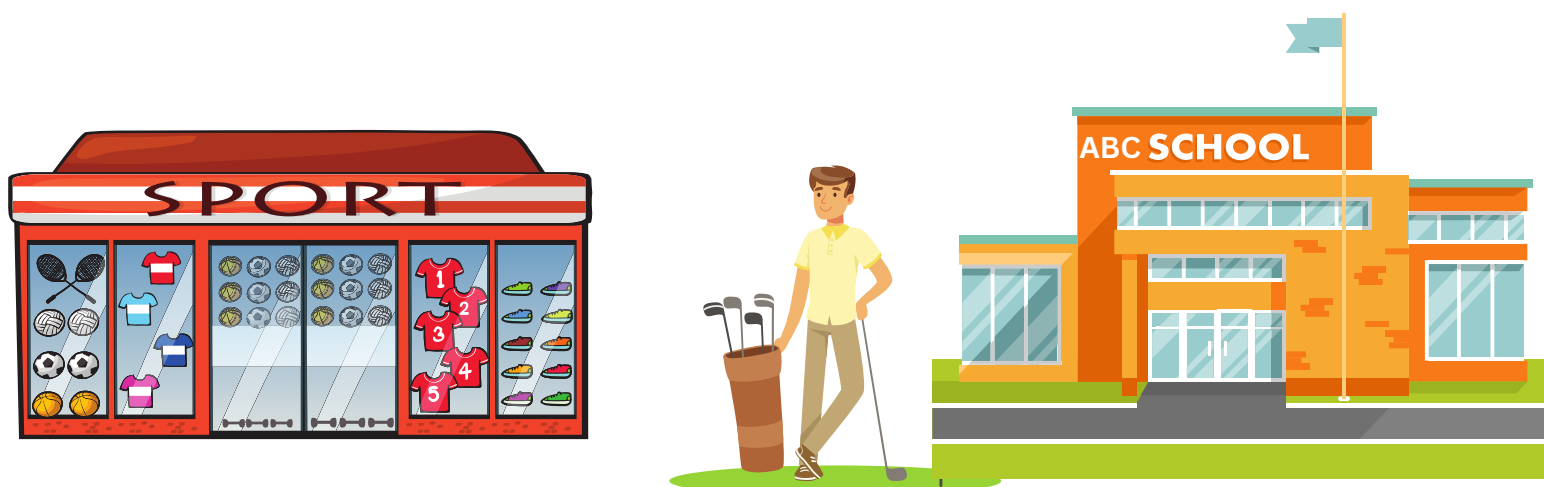
Johnny plays on his high school's football team. Johnny strikes a deal with the chiropractor to get free adjustments during the football season if Johnny posts to his social media about his experience every time he comes into the office to get one done.



That's not a violation. The deal is not contingent on a certain athletic achievement. Johnny gets the adjustments because he is using his personal brand to bring attention to the business.

Violation or No Violation?

The owner of a sporting goods store is also a coach at a local Ohio high school.
The owner wants to do a deal with Tommy who plays for the high school golf team.



That would be a violation. The OHSAA bylaws state an agent of a member school cannot provide an NIL partnership to a student-athlete. Because the owner of the store is also a coach at a member school, he cannot do a deal with a student.

Violation or No Violation?

Sarah is a basketball player on her high school basketball team and wants to partner with her club team to make money being a guest coach and skills expert at a summer clinic put on by her the team.



That's a not violation. Sarah is allowed to make money as a hired instructor for a camp or clinic, or host her own.

Violation or No Violation?

Sarah partners with her club in an NIL deal where not only does Sarah get paid, but the club also provides her high school basketball team with new warmups.



That's a violation. Sarah is the only one who can be impacted by her NIL deal. She can't provide her school or school team with any goods or services as part of her deal.

NIL AND YOU

The Benefits for Student-Athletes

Name, Image and Likeness presents a unique opportunity for student-athletes to get professional experience at a younger age helping them bridge the gap between their success as an athlete and their success in their next chapter once their athletic career comes to an end.



1 FINANCIAL BENEFIT

- **Earning Income:** Generate revenue through endorsements, sponsorships, social media posts, and other ventures.
- **Financial Literacy:** Gain experience managing personal income, taxes and expenses. Develop a business mindset.

2 CAREER DEVELOPMENT

- **Professional Skills Development:** Learn business, negotiation, and marketing skills.
- **Personal Brand Building:** Learn how to craft your reputation with intention to align with your values and passions.
- **Resume Building:** Gain experience working with brands, handling contracts, and managing projects.
- **Networking Opportunities:** Build relationships with business professionals, brands, and mentors.

3 LIFE SKILLS

- **Communication:** Learn how to confidently communicate with people in positions of authority.
- **Time Management:** Balance sports, academics, and NIL activities.
- **Social Impact:** Learn how to use your platform to do good in your community and make a positive impact.

Frequently Asked Questions

Updated: May 20, 2026

As a student-athlete...

- **Can I do an NIL deal with a business that currently donates to my school?**

Yes. You may enter into an NIL agreement with a business that supports your school, provided the business's relationship with the school is completely separate from its partnership with you. The NIL deal cannot be tied to your recruitment, roster status, playing time, performance, or any benefit connected to your role as a student-athlete at the school.

- **Can I wear my high school sport's uniform or apparel with my school's logo or name on it in my NIL activity?**

No, you cannot wear anything affiliated or connected to your school team, school, OHSAA or conference in NIL promotions.

- **Do I have to disclose my NIL deals to my school or OHSAA?**

Yes, all deals must be disclosed to OHSAA within 14 days after entering into the agreement. Reporting information can be found here:

www.ohsaa.org/Eligibility/NIL-Resource-Center

- **Can I shoot videos for my NIL deal during practice or on the bus on the way to a game?**

No, your NIL activities cannot take place during any school or team events like practice, meetings, games, bus rides, etc.

- **Can my social media posts say where I go to school and/or what team I play for?**

Yes, as long as that particular social media post is not part of any NIL promotion, campaign or activity.

- **Am I allowed to say what sport I play in my NIL activity?**

Yes, as long as you make no mention of your school team, school, OHSAA or conference.

Frequently Asked Questions

Updated: May 20, 2026

Continued

- **What happens if I realize I am in violation of one of the OHSAA's prohibited NIL activities after I've already taken part in it?**

Inform your school administrator and work directly with the OHSAA to try to rectify the violation.

- **Am I allowed to run my own sports camp or provide private coaching to other athletes?**

Yes, you can provide private coaching or run your own camp or clinic to make money.

- **Can I share free team gear I receive through my NIL partnership with my high school teammates?**

No, you are the one person who can be impacted by your NIL partnership with a business. Although the gesture is a nice one, it would result in a violation.

- **Will my school or coach help make connections for me when it comes to NIL deals?**

No, your school and any employees of the school are not allowed to manage or facilitate NIL deals for students.

- **Can I use my NIL earnings to pay for college?**

Yes, you can use your NIL income to pay for educational expenses.

- **Can I hire an agent for NIL purposes?**

Yes, you can hire an agent for marketing purposes as defined by OHSAA. You must disclose the agent agreement to OHSAA within 14 days.

- **Who should I contact if I have a specific question regarding NIL?**

Contact your school's athletic/activities director for clarification on any questions you may have, or reach out directly to OHSAA.