

USA GYMNASTICS, INC.
TERMS AND CONDITIONS FOR INDIVIDUAL MEMBERSHIP

1. General.

These Terms and Conditions for Individual Membership together with the accompanying application for membership (“**Agreement**”) apply to all types of individual membership (including, without limitation, Competitive Coach, Judge, Organizational Owner / Managing Director, Meet Director, Recreational Coach, Photographer/Videographer, Medical, Volunteer, Athlete, Parent, USAG Staff, Board of Directors, and Committee Members) and are intended to be read in conjunction with and as a supplement to, while not replacing but only amending where applicable, the Terms and Conditions governing use and access to www.usagym.org. Except as expressly set forth in Section 6 (Specific Terms) below, these Terms and Conditions for Individual Membership shall apply to all categories of individual membership.

This Agreement creates a legally binding contract between you and USA Gymnastics, Inc. (“**USA Gymnastics**,” “**we**,” “**us**,” or “**our**”). As used in this Agreement, the words “**you**”, “**your**” or “**user**” are synonymous and refer to the individual named as the applicant for membership, and if the applicant is under the age of 18 at the time of application, such words also include the parent or legal guardian with legal responsibility for the minor applicant.

In consideration of your membership in the USA Gymnastics, and your desire to participate in USA Gymnastics sanctioned, sponsored, or other events, you agree to the terms of this Agreement, as may be updated from time to time.

2. Membership Agreement.

Membership in USA Gymnastics is a privilege and may be (i) denied, withheld, or non-renewed at any time by USA Gymnastics and/or (ii) suspended or terminated in accordance with USA Gymnastics’ bylaws, policies and standards. You agree that USA Gymnastics has the right to deny, withhold, non-renew, suspend or terminate your membership if you engage in any sexual misconduct, or if USA Gymnastics has reason to believe you pose a threat to the safety of athletes or other members.

You have read, understand and agree to be bound by this Agreement, the USA Gymnastics bylaws, Safe Sport Policy, SafeSport Investigation & Resolution Procedures, and Code of Ethical Conduct.

You are bound by all safe sport rules, policies and procedures whether published by USA Gymnastics or the U.S. Center for Safe Sport (“**Center**”), as well as all applicable state, federal, and local laws, including applicable criminal laws. You consent to the jurisdiction of the Center. Any discipline imposed by the Center or USA Gymnastics extends to your participation in all aspects of the Olympic Movement. You agree that any disciplinary measure, whether interim or final, whether imposed before or after the date of this Agreement, whether expired or in effect, may be posted on our website or otherwise publicly published and may include information identifying you and describing the misconduct alleged.

You authorize USA Gymnastics and its members to disclose, in good faith, any information or honestly held opinions about you, including without limitation any membership records, USA Gymnastics SafeSport or Center information, or other disciplinary information, with any current or

potential employer of yours. You further agree that USA Gymnastics may disclose any information provided by, or about, you as USA Gymnastics determines is reasonably necessary to comply with any law, regulation, legal process, or any request by any governmental body or agency, the Center, or the United States Olympic and Paralympic Committee (“USOPC”).

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE AND DISCHARGE USA GYMNASTICS AND/OR ITS MEMBERS FROM ANY AND ALL LOSS, LIABILITY, DAMAGE OR CLAIM OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION OR OPINIONS DISCLOSED IN ACCORDANCE WITH THIS SECTION.

3. USA Gymnastics Policies.

You agree that you will become familiar with and be bound by all policies that apply to you or your membership with USA Gymnastics. These include, but are not limited to: this Agreement, rules of competition; USA Gymnastics Safe Sport Policy; SafeSport Investigation & Resolution Procedures, and Code of Ethical Conduct; all applicable Center policies, handbooks and regulations; all applicable anti-doping rules and policies; and any other rules and policies, as each may be amended from time to time.

From time-to-time we may require you, as a condition of continuing your membership, to obtain additional training, take additional educational courses, submit to additional background check requirements, or provide other information.

4. WAIVER, LIMITATION OF LIABILITY AND RELEASE.

USA GYMNASTICS’ SOLE LIABILITY SHALL BE AS STATED IN THE USA GYMNASTICS BYLAWS, THIS AGREEMENT, AND OTHER POLICIES. YOU WILL NOT HOLD USA GYMNASTICS LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF YOUR MEMBERSHIP. YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN THIS AGREEMENT.

YOU AGREE THAT YOU ARE FULLY AWARE OF, AND VOLUNTARILY ASSUME, THE RISKS INHERENT IN THE SPORT OF GYMNASTICS. SUCH RISKS MAY INCLUDE BUT ARE NOT LIMITED TO CATASTROPHIC INJURY, PARALYSIS AND DEATH.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER USA GYMNASTICS (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), NOR ANY HOST ORGANIZATION IS LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR YOUR PARTICIPATION IN A USA GYMNASTICS SPONSORED, SANCTIONED OR OTHER EVENT.

YOU RELEASE USA GYMNASTICS (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), AND/OR ANY HOSTING ORGANIZATION, FROM ANY CLAIMS, LOSSES OR DAMAGES OF ANY KIND ARISING FROM OR IN ANY WAY CONNECTED WITH YOUR MEMBERSHIP OR YOUR PARTICIPATION AT AN EVENT,

INCLUDING CLAIMS, LOSSES OR DAMAGES ARISING FROM OR OCCURRING AS A RESULT OF THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR CLAIMS BASED UPON THE INTENTIONAL OR RECKLESS CONDUCT OF ANY PARTY.

NOTHING IN THIS AGREEMENT AFFECTS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5. No Assignment or Transfer and Non-Refundable.

Your membership is non-refundable, non-transferrable or assignable to any other person or entity. Any purported transfer or assignment is null and void.

6. Specific Terms.

a. Athlete Members - Readiness to Compete.

To the extent you are an athlete member, you will only participate in those USA Gymnastics events for which you are physically and psychologically prepared to compete. Before participating in any USA Gymnastics sponsored, sanctioned or other event(s), you will have sufficiently and proficiently practiced your exercises. You will only perform those exercises that you have accomplished to a degree of confidence necessary to assure yourself and your coach that you can perform them by yourself, appropriately and without unreasonable risk of injury.

b. Athlete Members - Medical Attention.

To the extent you are an athlete member, you give your consent to USA Gymnastics, its employees, agents or other authorized personnel, including but not limited to the host organization of any USA Gymnastics sponsored, sanctioned or other event, to provide, through medical personnel of its choice, customary medical or athletic training attention, transportation and emergency medical services as required in the course of your participation in USA Gymnastics sponsored, sanctioned or other events. You agree that USA Gymnastics is not a covered entity or medical provider as those terms are defined by the Health Insurance Portability and Accountability Act (110 Stat. 1936 et seq.), and that USA Gymnastics does not hold itself out as a provider of medical services.

c. Athlete Members – SafeSport

To the extent that you are an adult and an athlete member, you must successfully complete all applicable Safe Sport course requirements each competitive season.

d. Minor Competitive Coach - Requirements

To the extent you are a competitive coach under 18 years old, you agree that as a condition of your membership, you are required to successfully complete all courses required by USA Gymnastics or the Center, including without limitation, the U101: USA Gymnastics Safety/Risk Management course and the U100: Fundamentals of Gymnastics instruction course.

e. Minor Judge – Requirements

To the extent you are a judge under 18 years old, you agree that as a condition of your membership, you are required to successfully complete all courses required by USA Gymnastics or the Center, including without limitation, the U101: USA Gymnastics Safety and Risk Management course.

f. Recreational Coach – Requirements

If you are an adult recreational coach, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safe Sport Policy course, U112: Tough Coaching or Emotional Abuse course and acknowledge that you have current concussion education training.

g. Competitive Coach – Requirements

If you are an adult competitive coach, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safety/Risk Management Certification course (if you have not done so within the previous 4 years), U100 Fundamentals of Gymnastics Instruction course, USA Gymnastics Safe Sport Policy course, U112: Tough Coaching or Emotional Abuse course and acknowledge that you have current concussion education training.

h. Judge – Requirements

If you are an adult judge, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safety/Risk Management Certification course (if you have not done so within the previous 4 years).

i. Organizational Owner/Managing Director – Requirements

If you are an organizational owner/managing director, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safety/Risk Management Certification course (if you have not done so within the previous 4 years), USA Gymnastics Safe Sport Policy course, U112: Tough Coaching or Emotional Abuse course and acknowledge that you have current concussion education training.

j. Meet Director - Requirements

Meet Director Requirements: If you are an adult Meet Director, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safety/Risk Management Certification course (if you have not done so within the previous 4 years), USA Gymnastics Safe Sport Policy course, acknowledge that you have current concussion education training, and the Meet Director's certification for Acrobatic and Women's disciplines only.

k. Photographer/Videographer - Requirements

If you are an adult photographer/videographer, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safe Sport Policy course.

l. Medical – Requirements

If you are an adult medical member, you must successfully complete all applicable Safe Sport course requirements each competitive season. Additionally, you must immediately and successfully complete a criminal background screening through the National Center for Safety Initiatives, if you have not done so within the previous two (2) years. Background screenings from other organizations may not be used to satisfy this requirement. Additionally, you must complete all courses required by USA Gymnastics or the Center, including without limitation, the USA Gymnastics Safe Sport Policy course.

m. Volunteer – Requirements

If you are an adult volunteer member over the age of 18 with regular access to and/or authority over minors, you must pass a background check and take all courses required by USA Gymnastics or the Center, including without limitation, the required Safe Sport training.

If these requirements are not met, you will not be granted membership in USA Gymnastics. Without an active membership, you may not to participate in any USA Gymnastics sponsored, sanctioned or other activity.

7. Miscellaneous.

- a. Compliance with Laws. You represent and warrant that you have complied with, and will continue to comply with, all laws, rules, and regulations that apply to your membership with USA Gymnastics. This includes, without limitation, all applicable mandatory reporting laws.
- b. Anti-Doping. You understand and agree that the Fédération Internationale de Gymnastique (“**FIG**”) Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (“**USADA Protocol**”) and all other policies and rules adopted by the FIG, USADA, and the USOPC apply to you and that it is your responsibility to comply with those rules. You agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make you subject to penalties including, but not limited to, disqualification and suspension. If it is determined that you may have committed a doping violation, you agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the FIG and/or your national federation, if applicable or referred by USADA.
- c. Section Headings. All section headings are for convenience only and shall not be construed as a limitation of the scope of the sections to which they refer.
- d. Severability. All terms may be enforced to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect. Failure to enforce a term of this Agreement does not waive USA Gymnastics’ right to enforce other terms of this Agreement.
- e. Governing Law, Jurisdiction & Venue. This Agreement shall be construed in accordance with Indiana law, without application of its choice of law rules. Any action arising out of this Agreement or your membership in USA Gymnastics shall be brought in a state or federal court of competent subject matter jurisdiction in Marion County, Indiana. You expressly consent to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum. This paragraph does not apply to opportunity to compete complaints, which may be brought as allowed by the Ted Stevens Act and the USOPC’s bylaws.