

USA GYMNASTICS, INC.
TERMS AND CONDITIONS FOR CLUB MEMBERSHIP

1. General.

These Terms and Conditions for Club Membership together with the accompanying application for membership (“**Agreement**”) apply to the membership of businesses or organizations that provide gymnastics instruction and that register/compete an athlete and/or a team of athletes in any USA Gymnastics sanctioned, sponsored, or other event. This Agreement is 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.

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 business or organization that is applying for membership.

In consideration of your membership in 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 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 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 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 in 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; 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 or other 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. Owner/Managing Director.

The owner or managing director of the applicant club must obtain an organizational owner/managing director membership and complete all membership requirements before applying for, or renewing, the club's membership. The owner or managing director of the club shall be the individual responsible and accountable for the business or organization and shall enforce all USA Gymnastics policies, including the Safe Sport Policy. USA Gymnastics must be promptly notified of any changes in the ownership or management of a member club during the membership term and reserves the right to review the club's membership eligibility based on such changes.

7. Member and Non-Member Association; Indemnification.

All employees, independent contractors, direct and indirect individual owners, and volunteers over the age of 18 with regular access to and/or authority over minors must pass a background check and take the required Safe Sport training.

You will not hire, be associated in any way with, allow in your club, or permit access to any athletes in your club by persons who are permanently ineligible for membership in USA Gymnastics (list is available at www.usagym.org/ineligible); any persons whose membership in USA Gymnastics is suspended (list available at https://usagym.org/pages/aboutus/pages/suspended_members.html); or any person who is listed on a federal or state sex offender registry (a search for which may be conducted at www.nsopw.gov

IN ADDITION TO THE TERMS OF SECTION 4 (WAIVER, LIMITATION OF LIABILITY AND RELEASE) ABOVE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS USA GYMNASTICS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, ACTUAL ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH EITHER (A) ANY BREACH OR ALLEGED BREACH OF THE TERMS OF THIS SECTION 7 OR (B) ANY ACT OR OMISSION OF ANY KIND (INCLUDING NEGLIGENCE AND INTENTIONAL TORTS) BY ANY OF YOUR EMPLOYEES, AGENTS, VOLUNTEERS, OR INDEPENDENT CONTRACTORS.

8. Safe Sport Requirements.

You must have a Safe Sport policy for your club that is consistent and fully compliant with the USA Gymnastics' Safe Sport Policy. Your Safe Sport policy must affirm your commitment to the welfare of gymnastics participants and must include, at minimum: a description of conduct that will not be tolerated; standards of behavior for staff/volunteers that promote athlete safety, including elimination of privacy, boundaries, if physical contact is a necessary part of the activity and encouraging parental monitoring; proactive polices to eliminate the opportunity for grooming

behaviors; and a process for receiving and handling complaints regarding conduct that violates club's policy.

Any adults who have routine access to and/or authority over minors in your club must comply with and complete all requirements of the Center and USAG's Safe Sport department, including education and training requirements.

You must at all times, maintain a Safety Champion, who is the primary contact for any matters involving establishment, implementation, audit and enforcement of Safe Sport policies. The Safety Champion shall be the individual designated on the application for membership. USA Gymnastics must be notified in writing immediately of any changes in such designation.

9. Insurance.

You must maintain comprehensive general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for as long as you are a member club with USA Gymnastics. You agree to name USA Gymnastics as an additional insured on this policy. Upon request of USA Gymnastics, you must provide the insurance policy certificate demonstrating that you have the insurance required by this Agreement. You must notify USA Gymnastics at least 30 days before any cancellation of, or material change to, the required insurance. Failure to maintain the required insurance is grounds to terminate your membership with USA Gymnastics.

10. Effect of Application and Membership; Compliance with Terms.

In addition to the terms of Section 2 (Membership Agreement) above, you acknowledge that your application for membership will not be processed until you are in complete compliance with these Terms and Conditions for Club Membership. Without an active membership, you may not participate in any USA Gymnastics sponsored, sanctioned or other activity.

USA Gymnastics has the right to audit you to determine whether you are in compliance with this Agreement and all other governing policies, including the Safe Sport Policy. You will promptly provide all necessary information and access to property or personnel requested by USA Gymnastics as part of any such audit. If you do not adhere to this Agreement and all other governing policies, USA Gymnastics may terminate your membership.

11. Compliance With Applicable Laws.

At the time of application and at all times during the term of your membership, you will comply with all applicable statutes, rules, regulations, orders and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over the conduct of your businesses or the ownership of your property, and shall maintain any required permits or licenses as may be required in connection therewith.

12. Miscellaneous.

- a. 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.
- 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. 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.

d. 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.

13. **Concussion Education.**

Each USA Gymnastics Member Club must have a concussion policy that includes its approach and policies in connection with concussion recognition and care. Upon registration with each USA Gymnastics Member Club, the Member Club’s concussion policy must be signed by all competitive team parents or guardians of each minor athlete and each adult athlete. Parents/guardians or the signing athlete should be given a copy of the policy. All coaches must be trained in the Member Club’s concussion policy. Member Clubs must provide the USA Gymnastics: Sports Concussion Overview document to all new team athletes upon registration and must present this document on an annual basis to all team athletes and parents. Concussion education must be provided for coaches (even non-USAG member coaches) on an annual basis.