

USA GYMNASTICS
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," "USAG," "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.

Your membership will be effective beginning the date your membership application is approved for one competitive season (August 1st through July 31st) ("Membership Term"). Memberships expire on July 31st of each year.

You agree to and do hereby submit to the jurisdiction of USA Gymnastics, the U.S. Center for Safesport ("Center"), the U.S. Olympic and Paralympic Committee ("USOPC") and the Fédération Internationale de Gymnastique (FIG).

You have read and agree to be and are bound by the [USA Gymnastics Bylaws](#), all other policies and procedures promulgated by USA Gymnastics including all rules, policies or procedures whether published by the USOPC, the Center, or USA Gymnastics. You further agree to comply with all applicable state, federal, and local laws. Any disciplinary measure imposed by the USOPC, the Center or USA Gymnastics extends to your participation in all aspects of the Olympic & Paralympic 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 Safety and Response 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 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 read, 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 Safety and Response Policy](#) (formerly known as the USA Gymnastics Safe Sport Policy); [USA Gymnastics Safe Sport Response & Resolution Procedures](#), [USA Gymnastics Code of Ethical Conduct](#), [USA Gymnastics Administrative & Ethical Grievance Procedures](#), [USA Gymnastics Opportunity to Participate Grievance Procedures](#); [USA Gymnastics Conflict of Interest](#); 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 including, but not limited to, Athlete and Parent Handbooks, Employee Handbooks, athlete MAAPP Consent Forms, incident reports, or other business records.

4. Grievance Hearing Participation.

You agree to treat everyone involved in the grievance process including without limitation the hearing panel process with respect and civility. You understand and agree to keep confidential all aspects of any USA Gymnastics grievance process that is conducted under USA Gymnastics Safety and Response, the [Administrative and Ethical Grievance Procedures](#) or the [Opportunity to Participate Hearing Procedures](#). For the avoidance of doubt, nothing in this Agreement prohibits you from speaking out about any abuse or misconduct.

You understand that the hearing panel members are volunteers. Accordingly, you agree to and do hereby release the hearing panel members from any and all liability, and you hereby waive any claims against the hearing panel members in connection with their service on the hearing panel. You agree not to sue any hearing panel member arising out of their service on the panel, or ask or require any hearing panel member to be a witness in any legal proceeding.

5. 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.

6. No Assignment or Transfer, No Withdrawal and Non-Refundable.

Your membership is non-refundable and you may not terminate or withdraw your membership during the Membership Term. Your membership is non-transferrable and not assignable to any other person or entity. Any purported transfer or assignment is null and void.

7. 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. Adult Athlete Members – SafeSport

To the extent that you are an adult and an athlete member, you must successfully complete all applicable U.S. Center for SafeSport Core/Refresher 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 U.S. Center for SafeSport Core/Refresher 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 U113: USA Gymnastics Safety and Response 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 U.S. Center for SafeSport Core/Refresher 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, U113: USA Gymnastics Safety and Response 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 U.S. Center for SafeSport Core/Refresher 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 U101: USA Gymnastics Safety/Risk Management Certification course (if you have not done so within the previous 4 years) and the U113: USA Gymnastics Safety and Response Policy course.

i. Organizational Owner/Managing Director – Requirements

If you are an organizational owner/managing director, you must successfully complete all applicable U.S. Center for SafeSport Core/Refresher 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), U113: USA Gymnastics Safety and Response 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 U.S. Center for SafeSport Core/Refresher 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), U113: USA Gymnastics Safety and Response 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 U.S. Center for SafeSport Core/Refresher 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.

l. Medical – Requirements

If you are an adult medical member, you must successfully complete all applicable U.S. Center for SafeSport Core/Refresher 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 U113: USA Gymnastics Safety and Response 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 criminal background check and take all courses required by USA Gymnastics or the U.S. Center for SafeSport Center, including without limitation, the required U110: U.S. Center for SafeSport Core/Refresher Training.

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

8. 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.