TERMS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE PROCEEDING.

Materials from USA Gymnastics - whether such materials consist of or contain rules, policies, programs, routines (whether compulsory or optional), and whether such materials are in the form of publications/books, manuals, dvd's, cd's, apps, or other form, and whether containing music, charts, graphs, explanations, or other information, and whether in written, pictorial, graphic, melodic, or digital format, or in any other medium (collectively "Materials") - agree that purchase and use of Materials are subject to the following terms of use and applicable statutory and common law. If you do not agree to these terms of use, you may not purchase any Materials. Any purchase or use of Materials in violation of these terms of use is void.

Copyright and Trademark Rights

The Materials have been developed and produced by or on behalf of USA Gymnastics, and they are the property of USA Gymnastics. USA Gymnastics owns all copyright rights in the Materials under United States and all other applicable copyright laws, and all rights in the Materials are expressly reserved by USA Gymnastics. You agree not to change or delete any copyright or other proprietary notices from any Materials.

All trademarks, service marks, and trade names of USA Gymnastics are the property of USA Gymnastics and may not be used by you without the express written permission of USA Gymnastics.

Use and Limitations on Use

As the national governing body for the sports of artistic gymnastics, rhythmic gymnastics, trampoline and tumbling, acrobatic and group gymnastics in the United States, USA Gymnastics has developed the Materials and makes them available in furtherance of the efforts of USA Gymnastics to promote and develop gymnastics on a grassroots and national level. As such, USA Gymnastics serves as a resource center and acts as a national educator/provider of information, including the Materials, to other organizations within the gymnastics community in the United States. As such, USA Gymnastics invests substantial resources, time and expense to create the Materials.

Dissemination of the Material by USA Gymnastics is for the express purpose of facilitating the education and training of gymnasts (and their coaches) who seek to participate in amateur athletic competition in the sport, and for their use in competitions sanctioned by USA Gymnastics or for use by gymnasts in events conducted by other amateur sports organization if such organizations have received approval of USA Gymnastics for use of the Materials. Subject to any expressly stated restrictions or limitations relating to specific Materials or any other arrangements expressly agreed to in writing by USA Gymnastics, you agree that any use of Materials is solely for your own use for and within the purposes stated above.

The Materials or any part thereof may not be reproduced, translated, modified, transmitted, or distributed in any form or by any means without permission in writing from USA Gymnastics. Unauthorized use, production, reproduction, translation, modification, transmission, or distribution of any Materials is strictly prohibited. Any modifications to any Materials must be submitted to USA Gymnastics for review prior to their implementation, use or distribution.

Any request for required approvals for use of Materials, other arrangements, or modifications to Materials must be submitted to USA Gymnastics in writing, attention: Women's Program Department. The issuance of any approvals, other arrangements, or consent for modifications is in the sole discretion of USA Gymnastics.

Warranty Disclaimer

The Materials are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, (i) USA Gymnastics disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and non-infringement and (ii) USA Gymnastics does not make any warranties or representations regarding the use of the Materials with respect to their correctness, accuracy, adequacy, usefulness or otherwise.

Limitation of Liability

To the fullest extent permissible pursuant to applicable law, USA Gymnastics shall not be liable for any special or consequential damages that result from the use of or the inability to use the Materials, or the performance of the Materials, even if USA Gymnastics has been advised of the possibility of such damages.

Indemnification

You agree to indemnify, defend, and hold harmless USA Gymnastics, its officers, directors, employees, volunteers, agents, authors, contributors, creative consultants, licensors, and suppliers (collectively the "Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms of use or any activity related to your purchase and use of Materials (including negligent or wrongful conduct).

Miscellaneous

These terms of use shall be governed in all respects by the laws of the state of Indiana, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to these terms of use shall be in the state or federal courts located in Indianapolis, Indiana. Any cause of action or claim you may have with respect to these terms of use (including but not limited to the purchase of Materials) must be commenced within one (1) year after the claim or cause of action arises. USA Gymnastics' failure to insist upon or enforce strict performance of any provision of these terms of use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms of use.