

## USA GYMNASTICS TERMS AND CONDITIONS FOR INDIVIDUAL MEMBERSHIP

### 1. General.

These Terms and Conditions for Individual Membership together with the accompanying online 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). Except as expressly set forth in Section 8 (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 ("USA Gymnastics," "USAG," "we," "us", or "our"). As used in this Agreement, the words "you," "your" or "member" 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.

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 are found to have engaged in any sexual misconduct, if you are on another country's or federation's exclusion list, 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 1<sup>st</sup> through July 31<sup>st</sup>) ("Membership Term"). Memberships expire on July 31<sup>st</sup> 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"), the Fédération Internationale de Gymnastique ("FIG"), the United States Anti-Doping Agency ("USADA"), and the World Anti-Doping Agency ("WADA").

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, USA Gymnastics, USADA, or WADA. You further agree to comply with all applicable state, federal, and local laws. Any disciplinary measure imposed by the USOPC, the Center, USA Gymnastics, USADA, or WADA 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 USA Gymnastics' website or otherwise publicly published and may include information identifying you and describing the misconduct alleged.

You acknowledge that USA Gymnastics may collect, use, disclose and otherwise process any personal information you provide or otherwise make available to us in accordance with our [Privacy Policy](#), as may be updated from time to time. For the avoidance of doubt, and without limitation, 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 of your current or potential employers;
- 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, the USOPC, USADA, or WADA; and

- consent to USA Gymnastics' use and disclosure to third parties (including USA Gymnastics Foundation and USAG affiliates) of adult personal information, such as your name and contact details, for fundraising and marketing purposes and as required by law. USA Gymnastics does not sell membership data to third parties.

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 AGREEMENT.

### **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 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 to include the [SafeSport Code for the U.S. Olympic and Paralympic Movement](#); 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 policies and procedures to include but not limited to Safety and Response, the [Administrative and Ethical Grievance Procedures](#), and/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.

### **5. WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.**

THIS SECTION WAIVES IMPORANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE AGREEING. For and in consideration of USA Gymnastics allowing you to participate in any capacity (including as an athlete, coach, judge, volunteer, medical, photographer) in a USA Gymnastics sanctioned or sponsored event or activity, you, on behalf of yourself, spouse, children, heirs, and next of kin, agree to make the following contractual representations:

**ACKNOWLEDGEMENT OF RISK:** You knowingly and voluntarily agree that participation in gymnastics, parkour, and gymnastics-related activities, are inherently dangerous and that participation in a USA Gymnastics event involves risks and dangers including without limitation, the potential for serious bodily injury, sickness and disease (including communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents involving other participants, staff, spectators, and the general public; dangers arising from adverse weather conditions; imperfect equipment, surface, facility or premises conditions, including hazards resulting in slips, trips, and falls; equipment failure; travel risks; inadequate safety measures, participants of varying skill levels, negligent emergency response or rescue operations of USAG, its agents, or their parties, situations beyond the immediate control of USAG; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

**ASSUMPTION OF RISK:** You understand that Risks may be caused in whole or in part or result directly or indirectly from your own actions, inactions, and/or negligence, environmental hazards, such as weather, terrain, or equipment failure, or the actions, inactions, the negligence of others participating in or organizing the sanctioned or sponsored event, and/or the negligent acts or omission of the Released Parties defined below. **YOU VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSES WHICH YOU INCUR AS A RESULT OF YOUR MEMBERSHIP AND PARTICIPATION.**

**WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY:** In conjunction with your membership and/or participation in any USAG sanctioned or sponsored event or activity, you hereby release, waive, covenant not to sue, and further agree to defend, indemnify, and hold harmless USAG, its officers, directors, employees, representatives, contractors, volunteers, and agents and the USAG Foundation, its officers, directors, employees, contractors, and volunteers ("Released Parties") from any and all losses, liabilities, claims, causes of action, suits, proceedings, costs, expenses, damages, and liabilities of any kind or nature (including but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees and costs, (the "Claim") relating to any and all Risks, injury, disability, death, illness, loss or damage to Participant's person or property, invasion of privacy, defamation, violation of any right of publicity, right of privacy, or any other cause of action arising out of the production, reproduction, distribution, transmission, public performance, or broadcast of an event, whether arising from negligence of USAG, the USAG Foundation, or otherwise, except claims based upon willful misconduct. USAG shall have the right, but not the obligation, to control the defense of any Claim subject to indemnification under this Agreement, including reimbursement for all reasonable defense costs, including attorneys' fees incurred in litigating the right to indemnification, as well as such fees and expenses incurred in litigating the amount or reasonableness of such fees and expenses, to the maximum extent permitted by law.

You further release, waive, covenant not to sue, and agree to defend, indemnify, and hold harmless Released Parties from any claims, losses or damages of any kind arising from or in any way connected the actions or inactions by the U.S. Center for SafeSport, including the Center's decision to impose discipline or not impose discipline in a SafeSport matter, and USA Gymnastics' enforcement of the Center's decisions.

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

#### **6. Consent to Photography.**

By participating in a USAG sanctioned or sponsored event, you acknowledge and agree that photographs, videos, and other media may be captured by USAG and its affiliates or contractors during the event including your likeness, image, photograph, voice, video, athletic performance, and other information (collectively, "Likeness"). You consent to the use of your Likeness in any USA Gymnastics' media platform or format whatsoever, and to distribute, stream, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of promoting the event, USAG, USAG's programs, or the sport of gymnastics/parkour. This, however, does not constitute consent for USAG or any third party to use your Likeness to advertise, endorse or promote third-party products or services without your specific written consent.

#### **7. 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.

#### **8. 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, 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, 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 acknowledge that you have current concussion education training.

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), U112: Tough Coaching or Emotional Abuse course, and acknowledge that you have current concussion education training.

j. 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), 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.

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 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 acknowledge that you have current concussion education training.

m. Volunteer – Requirements

If you are an adult volunteer 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.

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.

**9. 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 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. Binding Arbitration. ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ELIGIBILITY, SELECTION, CODE OF CONDUCT VIOLATIONS, DISCIPLINARY ACTIONS, OR ANY OTHER MATTER GOVERNED BY USAG’S RULES OR POLICIES SHALL BE RESOLVE EXCLUSIVELY THROUGH BINDING ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION, in accordance with its applicable rules. Arbitration shall take place in Indiana or via secure virtual platform, as determined by AAA. You agree that any arbitration shall be conducted on an individual basis only, and not as a class, collective, or representative action. This Agreement shall be governed by the laws of the State of Indiana, without regard to conflict of laws principles. To the extent this paragraph conflicts with the Ted Stevens Olympic and Amateur Sports Act or USOPC bylaws, the Act and bylaws govern.