

USA ARCHERY MEMBERSHIP TERMS AND CONDITIONS / WAIVER AND RELEASE

By applying for my (and/or my minor child's) membership and the privilege of participation in any activity ("Activity") with the National Archery Association of the United States (also known as"USA Archery"), I agree to be subject to, bound by, and observe all applicable provisions of the USA Archery Bylaws, rules, codes, regulations, policies and procedures, and any other applicable governing documents of USA Archery, including, but not limited to, the Code of Conduct and Code of Ethics, SafeSport Policy and Background Screen Criteria and Review Policy, Minor Athlete Abuse Prevention Policy, SafeSport Code, Disciplinary Proceedings and Grievance Policy, Sportspersonlike Conduct Policy, Anti-Doping, Drugs and Alcohol Policy, Whistleblower Policy and Athlete Pledge and Non-Athlete Pledge (as applicable) which can be found at <u>www.usarchery.org</u>, and any amendments thereto. In addition:

- 1. I UNDERSTAND that dangers may be caused by me (or my minor child's) own actions or inactions, and by the actions or inactions of others, while participating in the Activity, including but not limited to competitions, practices, and other admionistrative or membership activities. I understand the nature USA Archery's activities and acknowledge my (or my minor child's) experience and capabilities in the sport and believe I (or my minor child) am qualified to participate in such Activity. I further acknowledge that I am aware that the Activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I (or my minor child) believe conditions to be unsafe, I (or my minor child) will immediately discontinue further participation in the Activity.
- 2. I FULLY UNDERSTAND that: (a) USA Archery activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) the Risks in which such activities take place may involve the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; and (c) there may be other risks and social and economic loses not known to me (or my minor child) or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPOSIBILITY FOR LOSSES, DAMAGES, INJURIES, AND COSTS incurred as a result of my or (my minor child's) participation in the Activity.
- 3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS USA Archery and its administrators, directors, officers, volunteers, employees, agents, any organizer of any Activity, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which any activity takes place (each considered one of the "Releasees" herein) from all liabilities, claims, demands, losses, or damages on account of or caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations. I AGREE that if, despite this Release, I, or anyone on my behalf, make a claim against one of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD



HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THIS RELEASE AND HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE INTENDING IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE

GREATEST EXTEND ALLOWED TO THE LAW. I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE, NOT- WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

- 4. I understand USA Archery does not refund membership purchases. Exceptions to this rule may be made on a case-by-case basis when an incorrect membership type is purchased and the customer will be purchasing the proper membership type immediately, or if the customer purchases a different USA Archery add-on item by mistake (example: renewing Level 1 certification, but purchases a membership by accident). Customer requests for a refund must be made within 30 days of purchase. Customers charged for a membership type on auto-renewal who wish to cancel that membership will have 30 days from the date of the auto-renewal charge to contact USA Archery at memberships@usarchery.org to request a cancellation/refund, however, refunds will not issued past 30 days or auto-renewal. Additionally, I understand USA Archery does not under any circumstance issue refunds for event registrations or USA Archery instructor, coach and/or judge certification renewals or USA Archery Background Screens.
- 5. I understand and agree that the World Archery 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 World Archery, USADA, and the USOPC apply to me and that it is my responsibility to comply with those rules. I 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 me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I 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 World Archery and/or my national federation, if applicable or referred by USADA."

As a USA Archery member, I understand and agree that I may be drug tested at any time, that I am subject to and will abide by the USADA Protocol for Olympic and Paralympic Movement Testing, its Annexes, and the USOPC National Anti-Doping Policies, and that any dispute related to the foregoing will be resolved exclusively in arbitration pursuant to the USADA Protocol. Before taking any medications, check the prohibited status at GlobalDRO.com. Also be sure to visit the Supplement Connect <u>website</u> to learn how to recognize and reduce the risks related to supplement use. If



you have any anti-doping questions, please don't hesitate to call Athlete Connect at (866) 601-2632.

Subject to exhaustion of any applicable internal grievance or administrative procedures of USA Archery, any and all disputes or controversies between the parties arising under or pertaining to the terms and provisions of this Agreement or any matter associated with USA Archery shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA"). Such arbitration shall be conducted at the office of the AAA located nearest to the headquarters of USA Archery unless the parties otherwise agree. The costs of the AAA and any charges of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered, except as the parties may otherwise agree.

By acknowledging the Waiver and Release and proceeding with my application, I am also agreeing to these terms for myself or on behalf of any minors (under 18) or other person in my family who is listed in this membership application and who will participate in any Activity of USA Archery.