CLUB TERMS AND CONDITIONS

By purchasing a USA Archery Club membership, you are agreeing to abide by the terms and conditions set forth within this CLUB AGREEMENT ("Agreement") by and between the National Archery Association of the United States, d/b/a USA Archery ("USA Archery"), and you, the applying club ("Club").

A) USA Archery is the recognized national governing body for the sport of archery in the United States in accordance with the Ted Stevens Olympic and Amateur Sports Act of 1978, 36 U.S.C. Section 371, et seq., (the "Sports Act"). As such, USA Archery prescribes rules and standards for competition in the sport; conducts, sponsors or sanctions certain national and international championships, competitions and exhibitions; sanctions certain local and regional events; provides financial and administrative assistance, training and other services and support to amateur archers in the United States; and educates and informs the American public concerning the sport.

B) USA Archery is a member of the United States Olympic and Paralympic Committee ("USOPC") and, as such, has responsibility for, among other things, developing and selecting an archery team to represent the United States in the Summer Olympic and Pan-American Games as well as the Paralympics and Para Pan- American Games. USA Archery is also a member of the World Archery ("WA") and in such a capacity selects the United States participants in international competitions, including the World Target, Field, 3D and Indoor Championships.

C) USA Archery is required under the Sports Act to be a non-profit corporation and has tax-exempt status under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

D) As the national governing body for the sport of archery in the United States, USA Archery is devoted to the development of archery as a means of healthful recreation and physical fitness, and to the maintenance of high standards of fair play and good sportspersonship. USA Archery has among its purposes to responsibly advocate, promote, coordinate and provide opportunities for archers to achieve their full potential and to encourage, sanction, and conduct archery tournaments, competitions, clinics and related activities at the regional, state and local levels through member clubs.

E) The Club desires to further the goals and objectives of USA Archery, and to assist USA Archery in the development and promotion of the sport at the club level.

F) For the purposes of accomplishing the foregoing, the Club desires to enter into this Agreement, to formalize its affiliation with USA Archery, to establish the legal basis for the relationship between USAArchery and the Club, and to describe their respective rights, duties and obligations.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, USA Archery and the Club agree as follows:

ARTICLE 1

Affiliation

1.1. As reasonably agreed upon between the parties, USA Archery will cooperate with and supportthe activities of the Club in fulfilling its duties and responsibilities to foster and carry out the programs and tournaments of USA Archery.

1.2. This Agreement and the rights, duties and obligations of the Club hereunder shall in no manner constitute a delegation of USA Archery's governance of the sport of archery in the United States as the national governing body for archery, nor of USA Archery's responsibility for determining and controlling all matters central to such governance and control, within the meaning of the Sports Act. The Club will not have any right, authority, responsibility or jurisdiction for or in respect of USA Archery's national programs or the sanctioning of international amateur athletic competition; as such terms are defined or used in the Sports Act.

1.3. Except for activities undertaken by the Club which are directly in furtherance of its duties andobligations under this Agreement or with the express written authorization of USA Archery, the Club willnot have the right, power or authority to represent USA Archery or to enter into agreements on USA Archery's behalf which bind or obligate USA Archery to perform or undertake certain duties or to assume any obligations or responsibilities.

1.4. The Club may only use the USA Archery logos, marks and service marks listed below to identify the Club as an official Club of USA Archery and to conduct activities of the Club as permitted by this Agreement. This limited right is in the nature of a non-exclusive, revocable license and is subject to licensing provisions and restrictions as outlined by USA Archery in the **USA Archery Brand Style Guide**. Use of the USA Archery name, logo marks or service marks in any other manner is not permitted. USA Archery maintains federal trademark and service mark registrations for various marks (including its principal logo mark) and has common law rights in certain trademarks and service marks which include the terminology Explore Archery, Junior Olympic Archery Development (JOAD), Collegiate Archery Program and Adult Archery Program among others based on historical and continuous use of such terminology by USA Archery to maintain its programs, clubs and state associations. **Use of the "Team USA", "Olympic" or "Paralympic" trademarks is strictly prohibited.**

- USA Archery clubs are permitted to use the following logos: USA Archery logo, Official Club of USA Archery logo and Club Program logos solely in connection with their club programs and activities in a manner that is consistent with their club membership to USA Archery.

- **Commercial for-profit use of the USA Archery logos, trademarks and service marks is not allowed, nor is any use that is inconsistent with the legal rights of USA Archery or the USA Archery Brand Style Guide . For example, Clubs may not sell club jerseys or products for profit with the USA Archery logos, marks or service marks.**

Permission by USA Archery to use its name, logos, trademarks and service marks is on a non-exclusive, non- assignable, non-transferable and revocable basis, and does not convey to the user any right, title or ownership interest in the name, logos, trademarks and service marks of USA Archery, nor grants permission to register or assert any USA Archery logo, trademark, service mark, design or any other rights therein.

1.5. The Club may only use USA Archery member information to conduct the activities of the Club as permitted by this Agreement. The Club is strictly prohibited from sharing, transferring, selling or otherwise using USA Archery member information for any other reason.

ARTICLE 2

Club's Duties and Responsibilities

2.1. The purpose of the Club is to responsibly promote the sport at a club level to further advance the mission, goals and objectives of USA Archery. Such purposes include to encourage, sanction, and conduct archery tournaments, leagues, practices, clinics and related activities and programs through USA Archery, open to all USA Archery members without regard to age, sex, sexual orientation, citizenship, religion, race, disability or national or ethnic origin. The Club must be devoted to the development of archery in accordance with USA Archery's Athlete Development Pipeline, and to the maintenance of high standards of fair play and good sportspersonship in alignment with USA Archery's Bylaws, Policies and Procedures, Strategic Plans and High Performance Ethos. The member Club also commits itself to protecting its athletes and participants from all forms of abuse, to effectively promote the sport of archery in alignment with the USA Archery Safe Sport Policy and Background Screen Criteria and Review Policy. The Club must also be devoted to the maintenance of high standards of fair play and good sportspersonship in alignment with USA Archery's Code of Conduct and Sportspersonlike Conduct Policy.

2.2. In fulfilling such purposes, the Club will serve as a liaison between USA Archery and its individual members and agrees to undertake the following duties and obligations:

2.2.1. Seek to increase and promote individual membership in USA Archery

2.2.2. Enforce USA Archery membership requirements. Participants must purchase a membership with USA Archery after attending a maximum of three (3) Club activities. Prior to the first club activity, non-members will be required to sign a Release of Liability form.

2.2.3. Appoint and maintain a current USA Archery Level 2 Instructor, or higher-level USA Archery coach, within the Club as the head coach (Role: Club Coach). Club Coaches are required to have current USA Archery Membership. In addition, any individual acting as an assistant coach or providing instruction to archers in the club, is required to maintain at minimum, a current USA Archery Level 1 Instructor certification and a Range Pass with a USA Archery Membership.

2.2.4. Sanction, plan, coordinate, promote and execute competitive USA Archery opportunities forall levels of competitive members under the sanction requirements of USA Archery. In all instances tournaments and club activities must be organized with maximum consideration given to providing reasonable accommodations for persons with disabilities and the USA Archery Policy for Wheelchairs, Assistive Devices, Agents and Service Animals must be adhered to.

2.2.5. Support and promote USA Archery developmental programs within the Club,including, but not limited to, the Adult Archery Program, Collegiate Archery Program, Junior Olympic Archery Development and Explore Archery. Clubs located in U.S. territories or other countries are not be eligible for all USA Archery Club benefits including but not limited to insurance. In addition, USA Archery will not ship Olympian Awards, Club Welcome Kits or other program materials beyond the contiguous 48 United States, Alaska and Hawaii.

2.2.6. Provide for the education of instructors and coaches, to include the promotion of USA Archery's instructor and coach certification programs, to include the Adaptive Archery Manual and Video Series.

2.2.7. Provide for the education of judges, to include the promotion of USA Archery's judge certification programs.

2.2.8. The Club agrees to implement USA Archery's Code of Conduct, Minor Athlete Abuse Prevention Policies, Athlete Safety Policies and Procedures, and the Safe Sport Policy and Background Screen Criteria and Review Policy, which includes in it the responsibility to verify and document that those individuals the club (a) formally authorizes or appoints to a position of authority over, to include all Club Officers, or (b) to have regular contact with minor athletes (excluding those volunteers who only have incidental and observable contact with minor athletes at events); and other individuals or club members who have regular contact with athletes as determined by USAA (to include adult members who attend regularly scheduled joint programs and or training sessions or practices with minors athletes), in its sole discretion and/or as required by USOPC within a USA Archery Club event or activity has cleared a USA Archery approved background screening and has successfully completed the U.S. Center for SafeSport's training and/or U.S. Center for SafeSport Training Refresher courses as outlined in the policies mentioned above. For more information on the USA Archery Range Pass, please visit **https://www.usarchery.org/club-management/range-pass**.

This information must be verified by USA Archery within USA Archery's membership records. Any person serving in such capacity at a USA Archery event or club activity who has, or is expected or planned to have, interactions with minor athletes in their course of duties is considered to haveroutine access. The responsibility of monitoring this policy within club events and activities lies with the Club.

USA Archery Clubs must implement the policies referenced above for all In-Program Contact.

A. At sanctioned events and facilities partially or fully under its jurisdiction, the organization must take steps to ensure all USA Archery policies are implemented and followed.

B. For In-Program Contact that occurs outside USA Archery's sanctioned events or facilities, implementing these policies means:

i. Communicating the policies to individuals under its jurisdiction;

ii. Maintain record of compliance with these policies;

iii. Enforce USA Archery reporting process for violations of the policies;

C. Clubs must require **Minor Consent Forms,** as applicable to the Minor Athlete Abuse and Prevention Policy.

D. USA Archery clubs may be subject to random audits of these requirements.

2.3. The Club understands and agrees that the Club must comply with the following minimum governing principles:

2.3.1. The Club will obtain and maintain its own employer identification number for state tax purposes.

2.3.2. The Club will maintain financial accounts separate from the personal accounts associated with the Club.

2.3.3. Conflicts, disputes and grievances involving members will be processed and resolved in accordance with Section XV of the USA Archery Bylaws and the USA Archery Disciplinary Proceedings and Grievance Policy.

2.3.4. The Club agrees to be subject to, be bound by and to observe all applicable provisions of USA Archery governing documents, rules, policies and procedures, including, but not limited to, the Bylaws, SafeSport Policy, MAAPP, Code of Conduct, Code of Ethics, Unsportspersonlike Conduct Policy, and Disciplinary Proceedings and Grievance Policy.

2.3.5. The Club will comply with all applicable federal, state and/or local laws, regulations, and/or ordinances.

2.3.6. The Club will obtain waivers from all participants, coaches and other individuals involved in Club activities, whether such individuals are USA Archery members or not. The Clubwill maintain all waivers for a period of no less than seven (7) years after the expiration of this Agreement and will make copies of any such waivers for USA Archery upon USA Archery's written request.

ARTICLE 3

Competitions and Sanctions

3.1. The Club shall be required to apply for and obtain a sanction from USA Archery for all USA Archery Competitions, as such term is defined in USA Archery's Event Sanction Terms and Conditions, planned and to be conducted by the Club. The Club must use the USA Archery sanctioning process and must submit all requests for sanctioning of Competitions via USA Archery's membership services database. USA Archery reserves the right to deny USA Archery insurance coverage if a Club hosts Competitions without obtaining a proper sanction from USA Archery.

3.2. Unless USA Archery expressly agrees in writing to conduct or operate any Competitions sponsored by the Club, it is understood and agreed that, notwithstanding the sanctioning of Competitions by USA Archery, any such Competitions will be conducted by and under the control and direction of the Club utilizing its own volunteers and/or contractors. USA Archery does not assume responsibility or liability for the conduct of any such sanctioned Competitions or the actions or inactions of any persons involved therewith, other than as may result from benefits expressly afforded to the Club by reason of the issuance of a sanction.

3.3. The Club agrees to establish and adopt reasonable rules and regulations governing eligibility forpersons to participate in Competitions conducted by the Club, including the establishment and collection of reasonable fees from participants for such events; provided, however, that any eligibility rules and criteria established by the Club shall be consistent with membership and eligibility criteria which have been adopted by USA Archery. The Club agrees to enforce and validate USA Archery membership for all Competitions.

ARTICLE 4

Insurance

4.1. As a recognized Club of USA Archery, the Club will be included within the applicable insurance coverages of USA Archery for the activities of the Club which are in furtherance of its duties andobligations as set forth in Article 2. Such insurance will be in an amount determined by USA Archery and will be evidenced by the Club being included as a named insured on USA Archery's insurance policy or policies. Youth Club membership is for archers beginning at age 8 for purposes of insurance coverage.

4.2. To the extent that any of the activities in which the Club engages are beyond the scope of the permitted duties and responsibilities of the Club as prescribed by this Agreement, as determined in USA Archery's reasonable discretion, the Club agrees to purchase and maintain commercial general liability andaccident insurance covering such activities and to name USA Archery as an additional insured under the general liability policy.

ARTICLE 5

Website

5.1. The Club will be included in USA Archery's list of registered Clubs. Additionally, USA Archery will provide a website (the "Platform") for the Club's authorized representative to populate with Club Content (defined below), under the following conditions:

5.1.1. Club will remain fully responsible for the materials that it provides, including without limitation information, audio recordings, photographs, video recordings, documents, or other materials submitted, posted, uploaded, sent or otherwise transmitted to USA Archery for purposes of inclusion on the Club website ("Club Content").

5.1.2. Club will not provide or post Club Content that:

A. Infringes on, misappropriates or otherwise violates the copyright, trademark, patent or other intellectual property right of any person, or reveals trade secrets or other proprietary information that Club does not have the right to disclose;

B. Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, or sexually explicit;

C. Violates a person's right to privacy or publicity;

D. Contains advertising, commercial activity or a solicitation of any kind;

E. Degrades others, including but not limited to, on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;

F. Contains epithets or other language or material intended to intimidate or to incite violence; or

G. Violates any applicable local, state, national, or international law, or advocates illegal activity.

5.1.3. By submitting Club Content, Club grants USA Archery and its designees a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, display, perform, edit, adapt, modify, translate, create derivative works, make, sell, and otherwise use and exploit the Club Content (or any portion thereof) in any form, media, or technology now known or later developed. Club represents that it has obtained allnecessary permissions necessary to grant USA Archery those rights, including from any person identified in or implicated by the Club Content (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

5.1.4. USA Archery is not obligated to publish Club Content. USA Archery is not in any manner endorsing any Club Content that it may publish or post on Club's behalf and cannot, and will not, vouch for its reliability. USA Archery is not responsible for any Club Content and has no duty to monitor the Club Content posted on Club's behalf. USA Archery and its designees have the right, intheir sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to Club Content or to its Platform (in whole or in part) at any time, without prior notice and in its sole discretion, for any or no reason. The obligations that Club has under this section shall survive termination of this Agreement, any use by Club of the Platform, any Club Content on the Platform, or these Terms. Club will not continue to post any Club Content that USA Archery has previously advised Club not to post.

5.1.5. Club acknowledges and agrees that USA Archery has the right, but not the obligation, to monitor all Club Content. Club further acknowledges and agrees that while USA Archery reservesthe right to remove Club Content in its sole discretion for any reason, it has no duty to do so. USAArchery reserves the right to turn over any Club Content to United States Center for SafeSport and law enforcement officials.

5.1.6. USA Archery will provide Club a URL and certain administrative access for Club's use so long as Club abides by this Agreement, USAA's website guidelines and other rules and regulations. USAA owns all such URLs and may terminate Club's use and/or repurpose the same for any reason if Club ceases to be a club in good standing or otherwise violates this Agreement.

ARTICLE 6

Performance Review and Membership Terms and Conditions

6.1. Per USA Archery Bylaws, USA Archery will have the right to review and evaluate the nature and extent to which the Club's performance of its duties and obligations under this Agreement has or has notbeen satisfactory at any time. This review will be undertaken by the Chief Executive Officer of USA Archery or by any other person or committee, which may be appointed by the Chief Executive Officer or theUSA Archery Board of Directors for such purpose.

6.2. In the event the Club materially breaches this Agreement or the fails to perform its duties and responsibilities under this Agreement in a manner that is of such a serious nature that USA Archery deems it necessary in its reasonable discretion to take immediate action USA Archery will have the right to place the Club on probation. The Club will be entitled to receive from USA Archery an itemization of the basis upon which probationary status has been imposed and the terms and conditions of probation. During this thirty (30) day period, the Club and USA Archery will cooperate with and assist one another in an attempt to abate and correct the problems or identified issues.

6.3. At the end of the (30) day period, it will be within the discretion of USA to recommend termination of this Agreement if corrective measures are not met in full. If membership termination is recommended, the Club will have the right to a hearing per section XV of the USA Archery bylaws and the USA Archery Disciplinary Proceedings and Grievance Policy located at **www.usarchery.org**.

6.4. In the event this Agreement is terminated and the Club membership affiliation revoked by USA Archery, the Club will have no further right, power or authority to act as a Club of USA Archery and will immediatelycease any activities as such.

6.5. In addition to the above listed termination rights, in the event USA Archery deems that Club has breached Section 1.4, USA Archery may immediately terminate Club's license to use any or all of USAArchery's trademarks.

6.6. 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 itemby 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. A $15 cancellation fee will be assessed for memberships on auto-renewal when the refund is issued.

ARTICLE 7

(i) Indemnification

7.1. The Club will indemnify, defend and hold harmless USA Archery and its members, directors, officers, committee members, employees and agents, and their respective beneficiaries, successors and assigns, from and against any and all liabilities, losses, claims, damages, judgments, fines, penalties, actions or causes of actions, costs and expenses (including court costs and reasonable attorney and other professional fees) sustained or incurred by any of the foregoing indemnified parties in connection with, caused by or arising out of any activity, actions or inactions of the Club or which are made, done, permitted to be done or omitted to be done in connection with the affairs and activities of the Club (except as may specifically be the responsibility of USA Archery) or which result from, are occasioned by or arise out of the performance or breach by the Club of any term or provision of this Agreement, whether resulting in damages or injuries to persons or property, except to the extent arising from the negligent act, omission or intentional misconduct of USA Archery or any other party indemnified under this particular paragraph.

7.2. USA Archery will indemnify, defend and hold harmless the Club and its members, directors, officers, committee members, employees and agents, and their respective beneficiaries, successors and assigns, from and against any and all liabilities, losses, claims, damages, judgments, fines, penalties, actionsor causes of actions, costs and expenses (including court costs and reasonable attorney and other professional fees) sustained or incurred by any of the foregoing indemnified parties in connection with, caused by or arising out of any activity, actions or inactions of USA Archery or which are made, done, permitted to be done or omitted to be done in connection with the affairs and activities of USA Archery (except as may specifically be delegated to the Club to be made or done under the terms of this Agreement)or which result from, are occasioned by or arise out of the performance or breach by USA Archery of any term or provision of this Agreement, whether resulting in damages or injuries to persons or property, exceptto the extent arising from the negligent act, omission or intentional misconduct of the Club or any other party indemnified under this particular paragraph.

7.3. The provisions of Sections 7.1 and 7.2 shall not create a right of subrogation for the benefit of any insurer against either USA Archery or the Club.

ARTICLE 8

Miscellaneous

8.1. The Club shall designate in writing the name and address of its official representative to whom notice should be given of any and all matters involving USA Archery and the Club as provided for in this Agreement within USA Archery's online membership system.

If to USA Archery:

USA Archery
210 USA Cycling Point, Suite 130
Colorado Springs, CO 80919

Attn: Chief Executive Officer

8.2. This Agreement is not subject to any addition, alternation, modification or amendment, unless and upon the condition that said addition, alteration, modification or amendment is in writing and signed by both parties hereto.

8.3. In the event that any article, section or clause of this Agreement shall be declared illegal or voidby a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

8.4. This Agreement shall be binding upon both parties hereto and, subject to the existence of applicable provisions of USA Archery's rules, policies and procedures including, but not limited to the Bylaws, Safe Sport Policy, MAAPP, Code of Conduct, Code of Ethics, Unsportspersonlike Conduct Policy, and Disciplinary Proceedings and Grievance Policy and supersedes all other agreements and understandings by and between the parties hereto.

8.5. 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 shall be submitted to binding arbitration in accordance with the rules of theAmerican 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 thearbitrator is rendered, except as the parties may otherwise agree.

8.6. The titles to the Articles of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.