



STATE ASSOCIATION

MEMBER TERMS AND CONDITIONS

EFFECTIVE AUGUST 31, 2025

IMPORTANT: State Associations in good standing with a current membership start date between January 1, 2025 and August 31, 2025 will continue to receive USA Archery membership rebates quarterly as outlined in the member terms and conditions agreed to at time of State Association 2025 membership renewal. Please be advised the quarterly rebates will be discontinued immediately following the 2026 quarter for which the State Association membership expires (Example: If your membership expires between July and September 2026, your State Association will not receive a 2026 Q4 rebate or thereafter).

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

- A)** The mission of USAA shall be to enable United States athletes to achieve sustained competitive excellence in Olympic, Paralympic, World Championships and other international competitions and to promote and grow the sport of Archery in the United States.
- B)** USA Archery is certified by the United States Olympic and Paralympic Committee ("USOPC") as the recognized national governing body for the sport of archery in the United States. In furtherance of that purpose, USAA shall comply with the requirements for certification as a National Governing Body as set forth in the Ted Stevens Olympic and Amateur Sports Act (36 U.S.C. §§ 220501 – 220543220543) (the "Act") and as mandated by the USOPC as such requirements are promulgated or revised from time to time.
- C)** USA Archery is a member of World Archery and in such capacity hosts U.S. Team trials to select USA Archery members to the World Archery World Championships teams for Target, Field Championships as well as World Cup and other international events.
- D)** 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").
- E)** 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 sportsmanship. USA Archery has among its purposes to responsibly advocate, promote, coordinate and provide opportunities for archers, coaches and judges to achieve their full potential and to encourage, sanction, and conduct archery competitions, clinics and related activities at the regional, state and local levels through member clubs and other means.
- F)** USA Archery's Bylaws provide that USA Archery is organized on a regional and state basis. In doing so, USA Archery recognizes state associations which are formed to foster the purposes and carry out the programs of USA Archery on such basis. The State Association desires to further the goals and objectives of USA Archery, and to assist USA Archery in the development, conduct and promotion of the sport at the state level.

For the purposes of accomplishing the foregoing, the State Association desires to enter this Agreement, to formalize its affiliation with USA Archery, to establish the legal basis for the relationship between USA Archery and the State Association, and to prescribe to 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 State Association agree as follows:



ARTICLE 1

Affiliation

- 1.1.** USA Archery hereby recognizes the State Association for the purpose of being USA Archery's State Association.
- 1.2.** The State Association will pay annual membership dues to USA Archery. The State Association may not charge additional State Association membership dues for USA Archery members or require USA Archery members to subscribe for a fee to receive state association communications.
- 1.3.** USA Archery will collect individual and club membership dues. A portion of the dues, as determined annually by USA Archery, may be made available by USA Archery to the State Association in the form of an annual grant program with the sole purpose of helping State Association to meet its duties and obligations outlined in this agreement. USA Archery will provide notice of grant program eligibility guidelines, application process, application deadline and other grant reporting requirements annually.
- 1.4.** As reasonably agreed upon between the parties, USA Archery will cooperate with and support the activities of the State Association in fulfilling its duties and responsibilities to foster and carry out the programs and tournaments of USA Archery in the State.
- 1.5.** State Associations who do not renew their membership, are in a probationary status or fail to submit complete and accurate annual compliance paperwork by the required deadline and/or are not in good standing at the time of the grant application deadline may not be eligible for the grant program outlined in 1.3.
- 1.6.** The State Association agrees to be subject to, be bound by and to observe all applicable provisions of the governing documents, rules, policies and procedures of USA Archery.
- 1.7.** This Agreement and the rights, duties and obligations of the State Association 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 State Association will not have any right, authority, responsibility or jurisdiction for or in respect of USA Archery's programs or the sanctioning of competition; as such terms are defined or used in the Sports Act.
- 1.8.** Except for activities undertaken by the State Association which are directly in furtherance of its duties and obligations under this Agreement or with the express authorization of USA Archery, the State Association will not 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.
- 1.9.** USA Archery will provide the State Association with an approved logo for use to identify the USA Archery State Association. The State Association must use the USA Archery name, logo, or service mark to identify the State Association as a recognized State Association of USA

Archery, and when conducting activities of the State Association 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 may be established by USA Archery from time-to-time. Use of the USA Archery name, logo or service mark in any other manner must have prior written approval by USA Archery.

ARTICLE 2

State Association's Duties and Responsibilities

2.1. The purpose of the State Association is to responsibly promote the sport at every level within the State to further advance the mission, goals and objectives of USA Archery.

Such purposes include to sanction and conduct archery tournaments and program activities through USA Archery member clubs, open to all athletes and others without regard to age, sex, sexual orientation, citizenship, religion, race, disability or national or ethnic origin. The State Association must be devoted to the overall growth of USA Archery programs and events, 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 State Association also commits itself to protecting athletes and participants from all forms of abuse, to effectively promote the sport of archery in alignment with the USA Archery SafeSport Policy and Background Screen Criteria and Review Policy. The State Association 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. In fulfilling such purposes, the State Association agrees to undertake the following duties and obligations:

2.1.1. Seek to increase and promote club and individual membership in USA Archery within the State.

2.1.2. Enforce USA Archery membership requirements at all sanctioned events.

2.1.3. Sanction, plan, coordinate and execute professionally organized USA Archery branded tournaments in partnership with a USA Archery club. At minimum one USA Archery outdoor state championship and one USA Archery indoor state championship event per year must be held and appropriately named. State Associations are encouraged to also sanction and host USA Archery 3D and Field state championship events and/or other rotational series events when possible. State Associations should look to grow attendance at these events annually and increase venue capacity as needed to accommodate member event participation and to support growth in the state. The State Association is required to sanction State Championship events with USA Archery and World Archery. Events must be a recognized target round by World Archery standards. State records must be recorded and provided to USA Archery to be listed at www.usarchery.org through the USA Archery State Records database. In all instances tournaments 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.

- 2.1.4.** Promote and support USA Archery’s coach, club and event locator’s, Junior Olympic Archery Development (JOAD) Program, Adult Archery Program, Olympic Archery in the Schools Program, Explore Archery Program and High Performance Programs within the State.
- 2.1.5.** When possible, provide for the education of coaches, including promotion of coaching certification programs within the State, to include the Adaptive Archery Manual and Video Series.
- 2.1.6.** When possible, provide for the education of judges, including promotion of judge training and certification programs within the State.
- 2.2.** The State Association understands and agrees that the organization, structure, policy and operation of the State Association must comply with the following minimum governing principles:
- 2.2.1.** The State Association will be organized and exist, and conduct its business, as a non-profit corporation and under applicable provisions of Section 501(c) of the Code. The State Association will obtain and maintain its own employer identification number for federal and state tax purposes. The State Association agrees to submit all information and to cause all filings to be made to maintain its non-profit corporate and tax-exempt status, including the annual submission of necessary information and documentation to USA Archery by stated deadlines. USA Archery will, to the extent reasonable and appropriate, allow the State Association to be included in a group exemption with USA Archery and other of its state associations, if so desired by the State Association and permissible without jeopardizing USA Archery’s tax exempt status.
- 2.2.2.** The State Association will prepare, adopt and maintain bylaws which govern the State Association and which in no manner will conflict with the Bylaws of USA Archery or the USOPC, or which will be in contravention of the Amateur Sports Act. The State Association will publish a copy of its bylaws and other governing documents online, including all amendments and provide the same to USA Archery upon request. **The State Association bylaws may not be combined with another organization’s bylaws (i.e. NFAA, S3DA, NASP, ASA, or any other organization.).**
- 2.2.3.** The governance of the State Association will be vested in a Board of Directors selected through a democratic election process, and officers elected by the Board of Directors. Officer elections shall take place at minimum every two years. Election results, board rosters and board member terms will be provided to USA Archery. This same information should be posted on the State Association website as well as contact information for the State Association.
- 2.2.4.** The State Association will hold an in person or virtual meeting at least once each year, which will be open to any and all individual and club members of USA Archery within the State. This annual meeting must be communicated to USA Archery membership at minimum 30 days in advance and provide for an update of the State Association activities and event schedules. Minutes of the annual meeting will be taken and a copy of the minutes will be provided to USA Archery and shall be made available online on the State Association’s website.

- 2.2.5.** The State Association will maintain financial accounts separate from the personal accounts of any individuals, clubs, organizations or partners associated with the State Association and will annually prepare year-end financial statements, auditable at the request and sole expense of USA Archery to include a Profit and Loss Statement and Balance Sheet (Statement of Financial Position) specific to USA Archery State Association activities only to adequately demonstrate how USA Archery grants and State Association revenues and expenses have been appropriated to support USA Archery. **State Association funds provided by USA Archery may not be used to support another organization's activities (i.e. NFAA, S3DA, NASP, ASA, etc.).**
- 2.2.6.** The State Association will develop and conduct its operations in accordance with an annual budget adopted and approved by the State Association Board of Directors, which USA Archery will have the right to review prior to being adopted by the State Association. The State Association's statement of financial position, profit and loss statement and/or annual budget may be used to demonstrate financial need for the grant program outlined in 1.3.
- 2.2.7.** The State Association will adopt financial controls and appropriately disclose and manage conflicts of interest. Statements of financial position shall be made known to all members of the State Association board. The State Association's annual 990 tax filing and audited financial statements must be posted on the State Association's website annually, if not listed under the USA Archery group exemption.
- 2.3.** Conflicts, disputes and grievances involving USA Archery members will be processed and resolved in accordance with the Section XV of the USA Archery Bylaws and the USA Archery Disciplinary Proceedings and Grievance Policy.
- 2.4.** The State Association will submit a copy of its governing documents (including any amendments thereto), minutes of annual and special meetings of its members, directors and officers, year-end financial or bank statements and annual tax returns, written policies, and other documents as requested by USA Archery annually by stated compliance and/or grant program deadlines.
- 2.5.** The State Association will regularly report to and communicate with USA Archery as to the development and administration of its tournaments, programs and activities as outlined in this Agreement.
- 2.6.** The State Association may only use USA Archery member information to conduct the activities of the State Association as permitted by this Agreement. The State Association is strictly prohibited from sharing, transferring, selling or otherwise using USA Archery member information.
- 2.7.** The State Association agrees to implement USA Archery's Code of Conduct, Minor Athlete Abuse Prevention Policy, Athlete Safety Policies and Procedures, and the Safe Sport Policy and Background Screen Criteria and Review Policy, which includes in it the responsibility to ensure that those individuals the State Association (a) formally authorizes or appoints to a position of authority over, or (b) to have regular contact with athletes (excluding those volunteers who only have incidental and observable contact with athletes at events); and other individuals who have regular contact with athletes as determined by USA Archery, in its sole discretion and/or as required by USOPC within a USA Archery State Association event or activity has cleared a USA Archery approved

background screening and successfully complete the U.S. Center for SafeSport's training and/or U.S. Center for SafeSport Training Refresher course as outlined in the policies mentioned above. 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 State Association activity who has, or is expected or planned to have, interactions with athletes in their course of duties is considered to have routine access. The responsibility of monitoring this policy within state events and activities lies with the State Association.

USA Archery State Associations must implement the policies referenced above for the following:

- A.** At sanctioned events and facilities partially or fully under its jurisdiction, the organization must take steps to ensure the policies are implemented and followed.
- B.** For sanctioned events and activities not hosted by the State Association, implementing these policies means requiring the local organizing committee to:
 - i.** Communicate 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.** State Associations must require Minor Consent Forms, as applicable to the Minor Athlete Abuse and Prevention Policy. The State Association will maintain record of these forms for no less than seven years.
- D.** USA Archery State Associations may be subject to an audit of these requirements by USA Archery and/or the U.S. Center for SafeSport.

ARTICLE 3

Competitions and Sanctions

- 3.1.** The State Association shall be required to apply to and obtain the sanction of USA Archery and World Archery for all amateur athletic competitions, as such term is defined in the Sports Act ("Competitions"), planned and to be conducted by the State Association. The State Association must use the USA Archery sanctioning process and must submit all requests for sanctioning of Competitions to USA Archery at minimum 60 days in advance of State Championship Events.
- 3.2.** Unless USA Archery expressly agrees in writing to conduct or operate any Competitions sponsored by the State Association, 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 State Association utilizing its own event personnel. By sanctioning Competitions, USA Archery does not assume responsibility or liability for the conduct of any such Competitions or the actions or inactions of any persons involved therewith, other than as may result from benefits expressly afforded to the State Association by reason of the issuance of a sanction.

The State Association agrees to establish and adopt reasonable rules and regulations

governing eligibility for persons to participate in Competitions conducted by the State Association which lead to regional and national tournaments and Competitions sponsored and/or sanctioned by USA Archery, including the establishment and collection of reasonable fees from participants for such events; provided, however, that any eligibility rules and criteria established by the State Association shall be consistent with and no more restrictive than eligibility criteria relating to amateur status which have been adopted by USA Archery. Participation in State Championship events by USA Archery members who reside outside of said State shall be granted; however, nonresidents will not be eligible for title of State Champion. USA Archery members are eligible for JOAD State Championship honors in their state of residence only. Members participating outside of their state of residence shall compete in a Guest category.

ARTICLE 4

Insurance

- 4.1.** As a recognized state association of USA Archery, the State Association will be included within the applicable insurance coverages of USA Archery for the activities of the State Association which are in furtherance of its duties and obligations under this Agreement, including by reason of USA Archery sanctioning any Competitions conducted by the State Association. Such insurance will be in an amount determined by the USA Archery and will be evidenced by the State Association being included as an additional insured on USA Archery's insurance policy or policies.
- 4.2.** To the extent that any of the activities in which the State Association engages are beyond the scope of the permitted duties and responsibilities of the State Association as prescribed by this Agreement, the State Association agrees to purchase and maintain general commercial liability and health and accident insurance covering such activities and to name USA Archery as an additional insured under the terms of such insurance policies.

ARTICLE 5

State Association Website and Social Media Channels

- 5.1.** The State Association will be required to publicize they are a State Association of USA Archery alongside the official USA Archery State Association logo in alignment with USA Archery Brand Standards on an official State Association Website and on relevant social media channels.
- 5.2.** When applicable, USA Archery will provide a website (the "Platform") for the State Association's authorized representative to populate with State Association Content (defined below), under the following conditions:
- 5.2.1.** State Association 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 posted on the State Association website ("State Association Content").
- 5.2.2.** State Association will not provide or post Content that:
- Y 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 State Association does not have the right to disclose;
 - Y Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, or sexually explicit;
 - Y Violates a person's right to privacy or publicity;
 - Y Contains advertising, commercial activity or a solicitation of any kind;

- Y 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;
- Y Contains epithets or other language or material intended to intimidate or to incite violence; or
- Y Violates any applicable local, state, national, or international law, or advocates illegal activity.

5.2.3. By submitting State Association Content, State Association 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 State Association Content (or any portion thereof) in any form, media, or technology now known or later developed. State Association represents that it has obtained all necessary permissions necessary to grant USA Archery those rights, including from any person identified in or implicated by the State Association Content (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

5.2.4. USA Archery is not obligated to publish State Association Content. USA Archery is not in any manner endorsing any State Association Content that it may publish or post on State Association's behalf and cannot, and will not, vouch for its reliability. USA Archery is not responsible for any State Association Content and has no duty to monitor the State Association Content posted on State Association's behalf. USA Archery and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to State Association 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 State Association has under this section shall survive termination of this Agreement, any use by State Association of the Platform, any State Association Content on the Platform, or these Terms. State Association will not continue to post any State Association Content that USA Archery has previously advised State Association not to post.

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

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

ARTICLE 6

Performance Review; Probation; Renewal or Revocation of State Association Membership Affiliation

- 6.1.** The State Association will be included in USA Archery's list of registered State Associations. On an annual basis (at such time as established by USA Archery), USA Archery will review and evaluate the State Association's performance of its duties and obligations outlined in this Agreement by providing an annual checklist that must be completed and returned to USA Archery by the required deadline.
- 6.2.** In the event such review indicates satisfactory performance by the State Association, this Agreement shall continue in force unless and until subsequently terminated in accordance with the provisions set forth in Section 6.3 and 6.4 of this Agreement or the State Association fails to renew their annual paid membership.
- 6.3.** In the event that the State Association materially breaches any of the terms and conditions contained in this Agreement or it is determined based upon the performance review referred in Section 6.1 that the State Association has failed to satisfactorily perform its duties and responsibilities as referred to in this Agreement, then USA Archery will have the right, upon the giving of thirty (30) days prior written notice to the State Association, to place the State Association on probation. The State Association will be entitled to receive from USA Archery an itemization of the basis upon which probationary status has been proposed and the terms and conditions of probation. During this thirty (30) day period, the State Association shall not transfer or deplete financial assets or make purchases over the amount of \$1,000 without pre-approval from USA Archery. The State Association and USA Archery will cooperate with and assist one another in an attempt to correct the problems or identified issues. If after said period of thirty (30) days the identified issues or problems have not been rectified to the satisfaction of the USA Archery, the State Association may immediately be placed on probation for a maximum of 60 days and will be notified of such action in writing.
- 6.4.** During the probationary period, USA Archery will monitor the State Association's performance pursuant to this Agreement. At the end of the probationary period, it will be within the discretion of USA to recommend termination of this Agreement if probationary measures are not met in full. Per USA Archery Bylaws, if membership termination is recommended, the State Association 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.
- 6.5.** In the event this Agreement is terminated voluntarily by the State Association, or if the affiliation is revoked by USA Archery, the State Association will have no further right, power or authority to act as a USA Archery State Association and will immediately cease any activities as such, which includes terminating use of USA Archery's logo's and trademarks. In all instances, all financial assets (i.e. accounts receivable, investments, savings and checking account balances) and physical assets (i.e. operational or event equipment, materials, and/or other supplies) of the former state association shall be forfeited and transferred to USA Archery within 30 days, so that USA Archery may continue USA Archery member activities and events within the state.

ARTICLE 7

Indemnification

- 7.1.** The State Association 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 State Association or which are made, done, permitted to be done or omitted to be done in connection with the affairs and activities of the State Association (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 State Association 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 State Association 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 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 State Association 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, except to the extent arising from the negligent act, omission or intentional misconduct of the State Association or any other party indemnified under this particular paragraph.
- 7.3.** The provisions of Sections 6.1 and 6.2 shall not create a right of subrogation for the benefit of any insurer against either USA Archery or the State Association.

ARTICLE 8

Miscellaneous

8.1. Each party shall annually designate the name and address of its official representative to whom notice should be given of any and all matters involving USA Archery and the State Association as provided for in this Agreement. During the initial year of this Agreement, the official representatives of the parties are as follows:

If to USA Archery:

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

If to State Association:

State Association Director

8.2. This Agreement shall remain in effect for one calendar year from the start date. During the one year term, 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 void by 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, SafeSport Policy, MAAPP, Code of Conduct, Code of Ethics, Sportspersonlike 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 standard commercial arbitration rules of an established major national provider of arbitration services designated by the USAA Board of Directors. Such arbitration shall be conducted at the office of the arbitral organization's office located nearest to the headquarters of USA Archery unless the parties otherwise agree. The costs of the arbitral organization 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.

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.

8.7. This Agreement shall be construed, administered, enforced and interpreted pursuant to the

laws of the State of Colorado.

