

Attachment A. Athlete Member Agreement

U.S. ALL STAR FEDERATION, INC. TERMS AND CONDITIONS FOR ATHLETE MEMBERSHIP

1. General

These Terms and Conditions for Individual Membership together with the accompanying Membership registration requirements (“Terms”) apply to all types of Athlete Membership (including, without limitation, Minor and Adult Athletes).

The following terms or phrases have the following meanings, unless the context requires otherwise:

- a) “USASF,” “we,” “us,” or “our”. The terms “USASF,” “we,” “us,” or “our” mean the U. S. All Star Federation, Inc. and, where applicable, its agents, representatives, officers, directors, and employees.
- b) “Member,” “you,” or “your”. The terms “Member,” “you,” or “your” mean the individual named as the Applicant for Membership; if the Applicant is under the age of 18 at the time of application, such words also include the parent or legal guardian of the Minor Applicant, if applicable.
- c) The use of the singular form of any word includes the plural, and vice versa.

In consideration of Membership in the USASF, and a desire to participate in USASF sanctioned and/or sponsored Events, you agree to these Terms, as may be updated from time to time.

2. Membership

Membership in the USASF is a privilege and may be (i) denied, withheld, or not renewed at any time by USASF and/or (ii) Suspended or terminated in accordance with USASF’s bylaws, policies, codes, rules, and standards. You agree that USASF, in its sole discretion, has the right to deny, withhold, not renew, Suspend, or terminate your Membership if: (i) you engage in conduct inconsistent with or violates the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; (ii) USASF has reason to believe you pose a threat to the safety of athletes or other Members; (iii) your behavior is determined to not serve the best interests of All Star Cheer and Dance and/or the USASF; (iv) you are under criminal investigation for any crime that is not consistent with the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; and/or (v) you are charged with and/or convicted of a crime that is not consistent with the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards. You understand and agree that the USASF may learn about any of the aforementioned information from a variety of sources, which includes but is not

limited to: an initial background screen²; routine monitoring of verifiable sources; other Member reports; etc. If your Membership is denied, withheld, not renewed, Suspended, and/or terminated due to information revealed during an initial background screen or routine monitoring of verifiable sources, you will be given the opportunity to appeal such determination.

You agree to complete all applicable abuse prevention courses requirements each competitive season. You agree to annually upload a recent headshot photograph to your Member profile. You agree to upload a document providing proof of age to your Member profile, including but not limited to a birth certificate, driver's license, etc. If you are an Adult Athlete, age 18 years old and older, you agree to complete a background screening and minor abuse prevention training. You understand and agree that you are responsible for updating and maintaining your Member profile with current, accurate information. If these requirements are not met, you will not be granted Membership in USASF. Without an active Membership, you may not participate in any USASF sponsored and/or sanctioned activity.

You have read, understand, and agree to abide by these Terms, the USASF bylaws, policies, codes, rules, and/or standards, as well as all applicable federal, state, and local laws. You understand and agree that any discipline imposed by USASF may extend to your participation in all aspects of All Star cheerleading and/or dance, which is sanctioned and/or sponsored by USASF. Adult Athletes agree that any disciplinary measure, whether interim or final, whether imposed before or after the date of these Terms, whether expired or in effect, may be posted on our website or otherwise publicly published and may include information identifying you and describing the misconduct alleged. Should you have any concerns, grievances, or disagreements with any USASF policies, codes, disciplinary rulings or actions, you agree you will utilize the communication options within the structure of the USASF.

You acknowledge and agree that through USASF's commitment to athlete safety in the cheer and dance industry, USASF may share any report and/or disciplinary action regarding or involving you with the USA Federation for Sport Cheering ("USA Cheer"). You agree that USASF may disclose any information provided by, or about, you as USASF determines is reasonably necessary to comply with any law, regulation, legal process, or any request by any governmental body or agency.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE, HOLD HARMLESS, AND DISCHARGE USASF (INCLUDING ALL OF USASF'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) 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 DISCLOSED IN ACCORDANCE WITH THIS SECTION.

² Only Adult Athletes (Athletes aged 18 years old and older) are required to submit to a background screening.

3. USASF Policies

You agree that you will become familiar with, comply with, protect, and preserve all policies that apply to you or your Membership in USASF. These include, but are not limited to: these Terms; rules of competition; the USASF Code of Conduct & Compliance, which includes the Conduct Regulations, Athlete Protection Policies, and Compliance Policies; the USASF Cheer Rules; the USASF Dance Rules; the USASF Cheer Age Grid; the USASF Dance Age Grid; the USASF Sanctioning Guidelines; the USASF Athletic Performance Standards; and any other rules and policies, as each may be amended from time to time. You agree that at USASF's sole discretion, we may require you, as a condition of continuing your Membership, to obtain additional training, take additional educational courses, submit to additional screening, and/or provide other additional information to ensure compliance with these Terms and USASF's policies, codes, and/or standards.

Additionally, you understand and agree that if you know of, suspect, or have reason to believe that another Member has violated any of the aforementioned policies, guidelines, and/or rules, it is your responsibility to promptly submit a report to the USASF. You agree to cooperate with and provide all available information to investigators and/or USASF, if you are subject to an administrative investigation implemented by or on behalf of USASF.

4. WAIVER, LIMITATION OF LIABILITY, AND RELEASE.

USASF'S SOLE LIABILITY SHALL BE AS STATED IN THE USASF BYLAWS, THESE TERMS, AND OTHER USASF POLICIES. YOU AGREE YOU WILL NOT HOLD USASF LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS, YOUR MEMBERSHIP AND/OR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT. YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN THESE TERMS. YOU AGREE THAT YOU ARE FULLY AWARE OF AND VOLUNTARILY ASSUME THE RISKS INHERENT IN THE SPORT OF CHEERLEADING AND DANCE, SUCH RISKS MAY INCLUDE BUT ARE NOT LIMITED TO INJURY, PARALYSIS, AND DEATH. YOU AGREE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, USASF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT.

IT IS FURTHER AGREED, THAT YOU COMPLETELY INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS USASF (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS,

SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, REFERRED TO AS THE “INDEMNIFIED PARTIES”)), FROM AND AGAINST ANY AND ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM, OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS, YOUR MEMBERSHIP, AND/OR PARTICIPATION AT ANY USASF SANCTIONED OR SPONSORED EVENT. THIS INDEMNITY PROTECTS, HOLDS HARMLESS AND INDEMNIFIES THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES, IF ANY, OF ANY FAULT, CAUSATION, NEGLIGENCE, NEGLIGENT HIRING AND RETENTION, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF DUTY, BREACH OF CONTRACT, STATUTORY VIOLATION, OR TORTIOUS CONDUCT ON THE PART OF ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND/OR THE INDEMNIFIED PARTIES SHOULD ANY SUCH BREACH OF DUTY, TORTIOUS CONDUCT, STATUTORY VIOLATIONS, NEGLIGENCE, FAULT, OR CAUSATION EVER BE ALLEGED, ASSERTED, AND/OR PROVED AGAINST YOU AND/OR THE INDEMNIFIED PARTIES. THE ONLY EXCEPTION TO THE AFOREMENTIONED INDEMNITY IS FOR CLAIMS BASED UPON THE INTENTIONAL OR RECKLESS CONDUCT OF USASF. NOTHING HEREIN AFFECTS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Should you obtain any literature from a Coach, Club, Club Owner, and/or any Adult Participant, such literature does not mean, guarantee, warrant, or imply that USASF or the Indemnified Parties represents or has verified its accuracy.

5. No Assignment or Transfer and Non-Refundable.

Your Membership is non-refundable, non-transferable, and not assignable to any other person or entity. Once your Membership fee has been paid, that fee is non-refundable and non-transferable. Any purported transfer or assignment is null and void.

6. Readiness to Compete.

You agree that you will only participate in those USASF events for which you are physically and psychologically prepared to compete. Before participating in any USASF sponsored and/or sanctioned 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 to yourself or others.

7. Compliance with Laws.

You represent and warrant that you have complied, and will continue to comply with, all statutes, laws, rules, orders, restrictions, and regulations of the USASF and/or any governmental authority or any instrumentality or agency having jurisdiction over the conduct of you and/or your

Membership with USASF. This includes, without limitation, all applicable mandatory reporting laws.

8. Effect of Application and Membership; Compliance with Terms

In addition to the aforementioned terms, you acknowledge that your application for Membership will not be activated or deemed eligible until you are in complete compliance with these Terms and other Membership requirements. Without an active Membership, you may not participate in any USASF sponsored or sanctioned activity. If you do not comply with these Terms and all other USASF policies, USASF may terminate your Membership.

9. Misrepresentation

You agree you will not make false statements about or falsify rosters and/or registration forms. You understand and agree that making false statements in any form regarding your USASF Membership, eligibility, credentialing, or certifications is prohibited. Additionally, you understand and agree that knowingly disseminating false or misleading information about another Member is prohibited.

10. Worlds Club Release Waiver

Any Athlete who has taken the floor with a Member Club (“Primary Club”) at a USASF sanctioned Event during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, “Worlds™”) competitive season (the “Worlds™ Season”) will need a USASF Worlds Club Release Waiver (“Waiver”) to compete with a different Member Club (“Secondary Club”) at Worlds™. The Worlds™ Season begins November 1st and ends on May 1st. This requirement applies to all Athletes regardless of level, category, or tier. This requirement does not apply if an Athlete moves from dance to cheer or vice versa. The Primary and Secondary Club Owners must sign the Waiver. The completed and signed Waiver must be submitted via uploading the Waiver as part of the roster verification form submission process prior to the roster verification process. The original Waiver must be available at Worlds™ upon request.

11. Intellectual Property

You acknowledge and agree that USASF is the owner of all rights and title in and to its intellectual property, including, but not limited to, all improvements, discoveries, inventions, works of authorship, including without limitation, training materials, rules, policies, and handouts, graphics, and names, indicia of origin, and trademarks (“Intellectual Property”). All goodwill associated with such Intellectual Property belongs to and inures to the exclusive benefit of USASF. You agree not to knowingly in any way do or cause to be done any act or thing contesting or in any way impairing or interfering with USASF’s right, title, and interest in and to its Intellectual Property.

12. Miscellaneous

- a. 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.
- b. 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 herein does not waive USASF's right to enforce other terms herein.
- c. Mandatory Mediation. You agree that any dispute that may arise out of, or relate to, these Terms or your Membership with USASF that cannot be resolved within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. You agree that the commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the filing of a lawsuit in state or federal court. You agree that the costs and expenses for any such medication, including compensation and expenses of the mediator, shall be your responsibility, except for any party's own legal costs, which shall be paid by the party incurring the same. You agree that all mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. Governing Law, Jurisdiction, & Venue. These Terms shall be construed in accordance with Tennessee law, without application of its choice of law rules. Any action arising out of these Terms or your Membership in USASF shall be brought in a state or federal court of competent subject matter jurisdiction in Shelby County, Tennessee. You expressly consent to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum.