

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

1. General

These Terms and Conditions for Club Membership (“Terms”) apply to the Membership of person(s) or entity(ies) that provide cheer and/or dance training and/or instruction and that register/compete a team of Athletes in any U.S. All Star Federation, Inc. (“USASF”) sanctioned or sponsored Event.

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) “Club Member,” “it,” “you,” or “your”. The terms “Club Member,” “it,” “you,” or “your” mean the person(s) or entity(ies) that is applying for Membership and whose representative has signed below, and where applicable, its agents, representatives, officers, directors, and employees.
- c) The use of the singular form of any word includes the plural, and vice versa.

In consideration of Membership in USASF, and a desire to participate in USASF sanctioned and 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 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 knowingly allow your agents, representatives, officers, directors, coaches, and/or employees to engage in any Sexual Misconduct; (ii) USASF has reason to believe you pose a threat to the safety of athletes or other Members; (iii) you violate any USASF policies, codes, rules, standards, or Membership requirements; and/or (iv) you are under criminal investigation.

You have read, understand, and agree to abide by these Terms, USASF bylaws, policies, codes, rules, and standards, as well as all applicable federal, state, and local laws. You understand and agree that any discipline imposed by USASF may extend to the Club Member’s participation in all aspects of All Star cheerleading and/or dance, which is sanctioned and/or sponsored by USASF. You 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, or 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, 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 OR OPINION DISCLOSED IN ACCORDANCE WITH THIS SECTION.

3. USASF Policies

You agree that you will read, become familiar with, comply with, protect, and preserve all policies that apply to you or your membership in USASF. You agree that you will expect your employees, coaches, agents, representatives, owners, managers, and directors to also 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; 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, 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 OR 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 YOUR 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 AND/OR ANY USASF MEMBER 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 is paid, that fee is non-refundable and non-transferable. Any purported transfer or assignment is null and void.

6. Club Owner(s)

All Club Owners, regardless of ownership percentage, must obtain a Coach Membership and complete all Coach Membership eligibility requirements (e.g., submit to a background screening and complete USASF-approved abuse prevention training) before the Club's Membership will be deemed eligible. USASF must be promptly notified of any changes in the ownership or management of a Member Club during the Membership term and reserves the right to review the Club's Membership eligibility based on such changes.

All Club Owners must be listed in the USASF Member profile; each Owner is responsible for ensuring the information in the Member profile is complete, true, and accurate for each active location for the current season. Club Owners must also (1) verify each Athlete's date of birth with an authentic, government form of identification; and (2) must verify each Coaches' information in their Membership profile is accurate according to some form of government-issued identification prior to the required background screening for Adult Participants and Athletes associated with the Member Club. You agree to ensure all your participants' USASF Member profiles include a recent headshot of the participant.

The Club Owner(s) shall be responsible and accountable for the business or organization and shall enforce all USASF policies, USASF rules, and the USASF Code of Conduct & Compliance, which includes Conduct Regulations, Athlete Protection Policies, and Compliance Policies. The Club Owners must disclose to the parent(s)/guardian(s) of Athletes those Adult Participants in your facility that are not Members of the USASF.

7. Club Location(s)

A physical gym/studio address is required for each of your locations. The physical location may not be someone's residence. The physical location must be a place where the team practices and must be listed on your certificate of insurance. A separate mailing address may be used as long as each mailing address and physical address is identified and provided to the USASF via your Member profile. Each physical location where athletes practice and/or train must pay a Membership fee, regardless of how the location is listed under the Member profile. Membership for additional locations is paid within the Member Profile.

8. Member and Non-Member Association; Indemnification

All employees, independent contractors, owners, and volunteers over the age of 18 with regular access to and/or Authority over Minors must pass a background screening that meets the standards and/or criteria as approved by the USASF and complete the required abuse prevention training. You agree not to be associated with, allow in your Club, or permit access to any of your Club's

Athletes any person who is: (1) listed on USASF’s website as permanently ineligible (i.e., Banned) for Membership in USASF; (2) listed on USASF’s website as temporarily ineligible (i.e. Suspended); or (3) listed on any federal or state sex offender registry.

IN ADDITION TO THE TERMS OF SECTION 4 (WAIVER, LIMITATION OF LIABILITY, AND RELEASE), YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH (I) ANY BREACH OR ALLEGED BREACH OF THE TERMS OF THIS SECTION OR (II) ANY ACT OR OMISSION OF ANY KIND (INCLUDING NEGLIGENCE AND INTENTIONAL TORTS) BY ANY OF YOUR EMPLOYEES, AGENTS, VOLUNTEERS, OR INDEPENDENT CONTRACTORS.

9. Athlete Protection Requirements

You agree, as part of your Membership with USASF, to have an athlete protection policy for your Club that is consistent and fully compliant with the USASF’s Athlete Protection Policy. Your athlete protection policy must affirm your commitment to the safety and welfare of cheer and/or dance Athletes and must include, at minimum: a description of conduct that will not be tolerated; standards of behavior for Adult Participants that promote Athlete safety, including the elimination of privacy, if physical contact is a necessary part of the activity, and encouraging parental monitoring; proactive policies to eliminate the opportunity for Grooming behaviors; and a process for receiving and handling complaints regarding conduct that violates your Club’s policy.

Any Adult Participants who have routine access to and/or Authority over Minors in your Club must comply with and complete all requirements of the USASF’s Conduct and Compliance Department, including education and training requirements, as described in the Code of Conduct and Compliance.

10. Insurance

You must maintain and provide proof of current commercial general liability insurances that includes at a minimum, participant legal liability and participant excess accident medical insurance. Such insurance may be through a single policy or individual policies. All locations associated with your Club must be listed and covered.

Your certificate of insurance must list the legal entity name as it appears on all legal documents and/or state or federal filings. The legal entity name on the certificate of insurance must match how you have entered your legal entity name in your USASF Member profile. You must upload your insurance declaration page to your USASF Member profile. The USASF recommends you confirm the aforementioned information with your insurance company to ensure the insurance coverage is valid and current. When such insurance coverage expires or is renewed, you agree to update your USASF Member profile accordingly.

11. 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. USASF has the right to audit you to determine whether you are in compliance with these Terms and all other USASF policies, including the USASF Athlete Protection Policy. You agree to promptly provide all necessary information and access to property or personnel requested by USASF as part of any such audit. If you do not adhere to these Terms and all other USASF policies, USASF may terminate your Membership.

12. Compliance with Applicable Laws

At the time of application and at all times during the term of your Membership, you agree to comply with all applicable statutes, laws, rules, regulations, orders, and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over the conduct of your businesses or the ownership of your property; and you agree to maintain any required permits or licenses as may be required in connection therewith.

13. Concussion Education

Each USASF Club Member must have a concussion policy that includes its approach, policies, and procedure in connection with concussion recognition and care. All competitive team Adult Athlete(s) and parents or guardians of each Minor Athlete must sign the Club Member's concussion policy. Parents/guardians or the signing Athlete should be given a copy of the policy. All Coaches must be trained in the Club Member's concussion policy. The Club Member must update their Member profile with confirmation of completion and/or compliance with this section.

14. 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 (including but not limited to, your owners, directors, coaches, agents, employees, and representatives') 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.

15. 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.

16. 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.

17. Media and Likeness Release and Consent

You understand that USASF produces promotional and educational material relating to its programs. You understand that as a member you may be included in videos, DVDs, podcasts, video casts, and/or photographs, taken during USASF sponsored and sanctioned Events. You release and grant to the USASF and USASF Member Event Producers the irrevocable, lifetime, royalty-free, non-exclusive, worldwide right to use your name, image, likeness, appearance, portrait, photograph, video, voice, athletic performance, biographical information, and any other indicia of identity (hereinafter, “Likeness”), in any format, medium, technology, and platforms whatsoever, from any USASF sponsored and sanctioned Event in which you participate, and to distribute, broadcast, publish, re-publish, adapt, reproduce, edit, modify, display, exhibit and otherwise use or reuse your Likeness, without charge, restriction, or liability, in all forms, in all manners, and in all media now existing or to be created in the future (including but not limited to publications for educational purposes, research, marketing, advertising, news media, and website materials) into perpetuity, unless otherwise specified and agreed upon. Further, you assign, transfer, and grant to USASF and/or USASF Member Event Producers the right to photograph and/or videotape you and to utilize such video and photographs and your Likeness as part of the USASF sponsored and sanctioned Event or in any other media now in existence or hereafter developed, in advertising and promoting USASF sponsored and sanctioned Events, in advertising and promoting similar future events or in advertising and promotions relating to USASF and/or USASF Member Event Producers without reservations and limitations. You understand and agree that such materials, including all negatives, digital images, and prints shall become and remain the sole property of USASF and/or USASF Member Event Producers and you shall have no right or title to such items. You further understand and agree that these materials may be kept on file and used by USASF and/or USASF Member Event Producers for potential future purposes and further agree to release the USASF and USASF Member Event Producers from any all liability arising from or in connection with the taking, use, publication, or dissemination of such materials. Additionally, you waive any right to inspect or approve your Likeness in the finished version in which you appear and/or incorporating your Likeness, including written copy that may be created and appear in connection therewith. You hereby waive any claims you may have based on any usage of any video, photographs, or works derived therefrom, including but not limited to claims for invasion of privacy or publicity or for libel. You further release and absolve USASF from any

liability resulting from any use of your Likeness. It is expressly agreed, however, that USASF and/or USASF Member Event Producers are under no obligation to use said Likeness for any purpose whatsoever. Moreover, you understand that USASF will not compensate you in any way or pay you for use of your Likeness. You agree that this release shall be binding on you, your legal representatives, heirs, and assigns.

17. Miscellaneous

- a) Junior/Minor Coach Requirements. You are responsible for ensuring that Junior/Minor Coaches under 18 years old, successfully complete all courses required by USASF and you must ensure that Junior/Minor Coaches are supervised by an adult (18 years old and older) Coach at all times while engaged as a Coach in any Club or USASF event of activities.
- b) 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.
- c) Severability. All terms may be enforced to the maximum extent permitted by law. If any term should be judicially determined invalid for any reason, all other terms shall remain in effect, and will be undisturbed by such invalidity, if any be so found. Failure to enforce a term herein does not waive USASF's right to enforce other terms herein.
- d) 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 mediation, including compensation and expenses of the mediator, shall be your responsibility mediation, 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.
- e) 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.