

UNITED STATES SAILING ASSOCIATION

TERMS AND CONDITIONS FOR INDIVIDUAL & FAMILY MEMBERSHIP

By completing your registration as a US Sailing member, you are eligible for all member benefits applicable to its membership type and agree to the Terms and Conditions contained herein, including the Statement of Ethics and Code of Conduct, the SafeSport Code, and US Sailing's Athlete Safety Handbook, including the Minor Athlete Abuse Prevention Policies, as may be amended from time to time.

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD, THESE TERMS AND CONDITIONS MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT.

By registering for a membership, you verify that, as legal guardian of a minor membership applicant, you have read and fully understand each of the following terms and conditions for permitting the minor applicant to become a member of US Sailing and to participate in any US Sailing event, and you accept each of the terms and conditions below on behalf of the minor applicant, including the Statement of Ethics and Code of Conduct, the SafeSport Code, and US Sailing's Athlete Safety Handbook, including the Minor Athlete Abuse Prevention Policies

ACCEPTANCE OF THE FOLLOWING TERMS IS A CONDITION OF MEMBERSHIP IN US SAILING AND FOR ELIGIBILITY TO PARTICIPATE AT ANY US SAILING EVENT OR ACTIVITY.

- 1. Membership Term.** Memberships are valid for 12, 24, or 36 months depending on the membership type chosen. All Memberships expire on the date they were purchased 12-, 24-, or 36-months post transaction.

US Sailing Membership Levels include:

- a. Individual Membership:** Individual membership grants membership during its term to US Sailing and all programs, services, and benefits associated with membership. Individual Members are eligible to renew annually with no limit to consecutive years of membership.
- b. Family Membership:** Family membership grants membership to two adults and up to six youth aged 18 years and under who are immediate family members for membership during its term to US Sailing and all programs, services, and benefits associated with membership. Youth members are eligible to remain on a Family membership up to 18 years of age. Family memberships may only include two adult members aged 18 and over. One family member may be certified as an instructor, or enrolled in Level 1, 2 or 3 Programs. Additional instructors or officials will need separate individual membership.
- c. Youth Membership:** Youth membership grants one year of membership to US Sailing and all programs, services, and benefits associated with membership. Youth memberships do not include access to select education courses. Youth members are eligible to renew annually until they are 18 years old. Age requirements apply to all members as of June 1 of each year. No exceptions will be made for age as of limits and restrictions.
- d. College/Young Professional Membership:** College membership grants four years of membership to US Sailing and all programs, services, and benefits associated with

membership. College members are eligible for this membership when actively enrolled in college or between the ages of 18-24, June 1 age as restrictions apply. College Memberships cannot be renewed at the completion of their four-year term. College memberships can be upgraded to Individual or Family memberships at any time.

- 2. Auto Renewal Policy.** All memberships will automatically renew at the conclusion of your membership term. Unless you opt out, your membership will automatically renew on an annual basis unless you cancel, or US Sailing suspends or terminates your membership. You must cancel at least one (1) day prior to the last day of your current term to avoid being charged.
- 3. Member Benefits.** As a US Sailing member, you are eligible for the member benefits associated with your Membership Class as further described [here](#).

4. Terms and Conditions.

- a. By your membership, you agree to adhere to all applicable Bylaws and Regulations of US Sailing, as may be amended from time to time.
- b. By your membership, you agree to adhere to the Statement of Ethics and Code of Conduct and other applicable policies of US Sailing and terms contained herein, as may be amended from time to time (the “Policies”).

The Policies currently in force are posted on US Sailing’s website. All US Sailing members are expected to become familiar with the Policies applicable to the member’s Membership Class, as they now exist or as they may later be amended, and to comply with those Policies at all times, including while participating in sailing activities under the supervision of and organizations other than US Sailing, such as interscholastic sailing, intercollegiate sailing, and local sailing clubs and organizations.

You understand and agree that your failure to comply with the Policies applicable to your Membership Class can result in sanctions including, but not limited to the temporary or permanent suspension of your US Sailing membership or the imposition of a period of probation.

- c. By your membership, you agree to abide by and be subject to US Sailing’s Administrative, Grievance, and Disciplinary Proceedings policy under Section 15 of the US Sailing Regulations.
- d. Member benefits and offers are only available to US Sailing members in accordance with the member’s Membership Class. Terms of membership and benefits are subject to change in US Sailing’s sole discretion. Other restrictions may apply. Offers relating to third party products and services are through participating retailers and service providers and are subject to restrictions and change without notice at the discretion of each participating retailer and service provider. US Sailing is not responsible for third party offers and discounts or related purchases.
- e. Any data collected by US Sailing, whether from your membership application or the use or participation in any programs or services, including, without limitation US Sailing websites and applications, are subject to US Sailing’s [Privacy Policy](#).

5. U.S. Center for SafeSport and Athlete Safety Policies.

- a. US Sailing is committed to creating a safe and positive environment for its members' physical, emotional, and social development and ensuring it promotes an environment free from abuse and misconduct. To help create a safe environment, US Sailing, in partnership with the US Center for SafeSport (the "Center"), has adopted an athlete safety program containing policies and procedures applicable to its programs. As the National Governing Body for sailing as designated by the United States Olympic & Paralympic Committee (the "USOPC") under the Ted Stevens Olympic and Amateur Sports Act, US Sailing is subject to the requirements of the USOPC, the Center, and federal law, including the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017 (the "SafeSport Authorization Act").
- b. US Sailing has adopted the Center's Minor Athlete Abuse Prevention Policies – incorporated by reference into the US Sailing Athlete Safety Handbook – which may be amended from time to time. All US Sailing members are expected to become familiar with the Athlete Safety Handbook and to comply with the applicable provisions contained therein at all times, including while participating in sailing activities under the supervision of organizations other than US Sailing, such as interscholastic sailing, intercollegiate sailing, and local sailing clubs and organizations.
- c. **SafeSport Training.** Many US Sailing members are required by federal law, the USOPC, the Center, or US Sailing, to complete SafeSport Training. United States federal law and the Center require that all adults who have regular contact with or authority over minor athletes must complete annual SafeSport Training. Members must understand and comply with the Education and Training Policy in US Sailing's Athlete Safety Handbook.
- d. By your membership, you agree to be bound, and to abide by, the SafeSport Code, as it now exists or as it may hereafter be amended and to submit to the Center's jurisdiction for the resolution of any alleged violations of the SafeSport Code.
You understand and agree that your failure to comply with the SafeSport Code and US Sailing Athlete Safety Handbook constitutes a violation of these Terms and Conditions and can result in sanctions including but not limited to the temporary or permanent suspension of your US Sailing membership or the imposition of a period of probation.

6. Termination or Suspension of Membership. Membership in US Sailing is a privilege and may be (i) denied, withheld, or non-renewed at any time by US Sailing and/or (ii) suspended or terminated in accordance with US Sailing's Bylaws, policies, and standards.

7. Refunds and Cancellations. Memberships may be canceled by the member at any time; however, eligibility for a refund is subject to the terms below.

- a. **0–30 Days from Purchase.** A full refund may be issued if the cancellation request is received within thirty (30) days of the original purchase date, provided that the membership has not been used.
- b. **31–60 Days from Purchase.** Refund requests submitted between thirty-one (31) and sixty (60) days from the purchase date may be considered on a case-by-case basis and are

subject to review by the Membership Team. Eligibility requires that no membership benefits or services have been used.

- c. **61–90 Days from Purchase.** Refund requests submitted between sixty-one (61) and ninety (90) days from the purchase date may be considered only under exceptional circumstances and are subject to management review and approval. Eligibility requires that no membership benefits or services have been used.
- d. **90+ Days from Purchase.** Refunds will not be issued for requests submitted more than ninety (90) days after the purchase date, except in rare cases as determined at the sole discretion of management.

Additional Terms:

- e. **Use of Membership.** If any portion of the membership has been used, the membership will be considered non-refundable regardless of the time elapsed since purchase.
“Use” includes but is not limited to: participation in events; enrollment in or completion of courses; certification issuance; issuance of handicap or rating certificates; redemption of benefits or discounts; or access to any products or services requiring active membership.
 - f. **Prorated Refunds.** If a refund is approved, US Sailing reserves the right to issue a prorated refund based on the portion of the membership term used, as well as the value of any benefits or services accessed.
 - g. **Multi-Year Memberships.** For multi-year memberships, refund eligibility applies only to the initial purchase period as outlined above. Refunds for future membership terms may not be issued after six (6) months from the original purchase date.
 - h. **Non-Transferability.** Memberships are non-transferable; however, transfer requests may be considered on a case-by-case basis at the sole discretion of US Sailing.
 - i. **Billing Disputes / Chargebacks.** Members agree to contact US Sailing directly to resolve any billing concerns prior to initiating a chargeback or payment dispute. Unauthorized chargebacks may result in suspension or termination of membership benefits.
8. **Choice of Law.** US Sailing is headquartered in Rhode Island. This agreement is governed by the laws of the state of Rhode Island regardless of its conflict of laws provisions.