

UNITED STATES SAILING ASSOCIATION

TERMS AND CONDITIONS FOR ORGANIZATION MEMBERSHIP

I. General.

These Terms and Conditions for Organization Membership apply to any entity that is eligible for organizational membership under the Bylaws of the United States Sailing Association. (“US Sailing”).

As used herein, the words “Organization,” “you”, “your” “user”, or “it” are synonymous and refer to the organization that is registering for membership.

By completing registration as a US Sailing organizational member, your organization becomes eligible for all member benefits applicable to its membership tier and agrees to the Terms and Conditions contained herein, as may be amended from time to time.

II. Term.

Organization’s membership term shall be the calendar year, unless earlier terminated as provided herein.

III. US Sailing Obligations.

During the term, Organization shall be eligible for all member benefits applicable to its membership tier, which may be amended from time to time. Member benefits are listed on US Sailing’s website.

IV. Member Value Program.

Basic, Pro, and Premium members as well as Accredited Schools and Accredited Community Sailing Centers are eligible to enroll in the MVP Program which includes \$5 off for Basic, \$10 off for Pro, and \$15 off for Premium annual US Sailing Individual, Family, and Youth memberships for their members who join US Sailing through the MVP process outlined on the website. Only Pro and Premium members, are eligible to accrue and redeem credits associated with their Organization through the MVP program. Credits are accumulated based on the amount of members who join or renew through an organization. The credits are equivalent to a dollar amount that can be redeemed towards any items listed in the MVP credit redemption catalog . Credits can only be accrued or redeemed when a member organization is in good standing with US Sailing.

Membership Type	Basic		Pro		Premium	
	MVP Price	Credits Earned	MVP Price	Credits Earned	MVP Price	Credits Earned
Youth	\$40	N/A	\$35	\$10	\$30	\$15
Individual	\$80	N/A	\$75	\$10	\$70	\$15
Family	\$130	N/A	\$125	\$10	\$120	\$15

V. No Assignment or Transfer and Non-Refundable.

Organization’s membership is non-refundable, non-transferrable and not assignable to any other person or entity. Any purported transfer or assignment is null and void.

VI. Organization's Relationship with US Sailing.

Neither Organization nor US Sailing are authorized to act as the agent or other representative of the other and neither shall hold itself out as having any authority to so act.

VII. Non-Discrimination.

US Sailing is an equal opportunity organization and prohibits discrimination, including on the part of Organization, based upon age, ethnicity, ancestry, gender, national origin, disability, race, religion, sexual orientation, or any other status prohibited by applicable law. US Sailing reserves the right to suspend or terminate membership if it finds Organization in violation of this provision.

VIII. Effect of Membership; Compliance with Terms.

You acknowledge that Organization's membership will not be processed until it is in meets all applicable Terms and Conditions for membership. Without an active membership, Organization may not participate in any US Sailing sponsored or sanctioned events or activities, including but not limited to any US Sailing Championships, instructor courses, Safety at Sea seminars, and other US Sailing activities.

US Sailing has the right at any time to assess compliance with these Terms and Conditions and all other governing policies.

IX. Organization Indemnification of US Sailing.

Organization shall indemnify and hold US Sailing, and US Sailing's officers, directors, employees, and agents (collectively the "Indemnified Parties") harmless from any and all loss, claims, causes of action, and suits, including any attorney's fees incurred by any Indemnified Party in defense of any of the forgoing, resulting from (a) Organizations' breach of its obligations under these Terms and Conditions, (b) the violations by any of Organization's employees, coaches, administrators, members, or volunteers of US Sailing's Code of Conduct or the US Center for SafeSport Code, or (c) any act or omission of any kind (including negligence and intentional torts) by any of Organization's employees, coaches, administrators, members, or volunteers.

X. US Sailing Intellectual Property.

For the avoidance of doubt, nothing in these Terms and Conditions shall constitute a license by US Sailing to Organization with respect to US Sailing's intellectual property rights, all of which are reserved.

XI. Compliance With Applicable Laws.

At the time of registration and at all times during the term of your membership, Organizaton will comply with all applicable statutes, 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 its property and shall maintain any required permits or licenses as may be required in connection therewith.

XII. Revocation.

Membership in US Sailing 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 policies, procedures, and standards. US Sailing has the right to deny, withhold, non-renew, suspend, or terminate membership if US Sailing determines that Organization has engaged in conduct that is inconsistent with the mission of US Sailing. Upon the termination, Organization will no longer be entitled to the benefits accorded to US Sailing member organizations

XIII. 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 contained herein does not waive US Sailing's right to enforce other terms.
- C. Waiver. No waiver by any party hereto of any provision hereof shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision hereof.
- D. Governing Law, Jurisdiction & Venue. These Terms and Conditions shall be construed in accordance with the law of the state of Rhode Island, without application of its choice of law rules. Any action arising out of these Terms and Conditions or Organization's membership in US Sailing shall be brought in a Rhode Island state or federal court of competent subject matter jurisdiction. Organization expressly consents to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum. This paragraph does not apply to opportunity to compete complaints, which may be brought as allowed by the Ted Stevens Act and the USOPC's bylaws.

By completing registration as a US Sailing organizational member, Organization agrees to these Terms and Conditions and all applicable US Sailing Bylaws and policies.