

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made and entered into by and between _____ (hereinafter referred to as "Affiliate") and The United States Ski Association d/b/a United States Ski & Snowboard Association (hereinafter referred to as "USSA"). The purpose of this Agreement is to foster a more effective partnership amongst USSA as the national governing body ("NGB") for skiing and snowboarding in the United States and its Affiliates, as part of a high-performing federated governance model, as well as to set the stage for the sustained success of both parties. This agreement applies to the Cross Country ("XC") discipline of USSA Affiliates and may be adopted by other USSA disciplines at a later date.

The term of this Agreement shall become effective _____ and shall continue in effect for one (1) year unless terminated earlier. This Agreement will renew automatically on May 1 of each year unless otherwise terminated in writing by either party pursuant to Section 3.1.

RECITALS

A. USSA is recognized by the United States Olympic Committee ("USOC") and the International Ski Federation ("FIS") as the national governing body ("NGB") for skiing and snowboarding in the United States.

B. USSA is responsible, pursuant to the Ted Stevens Olympic and Amateur Sports Act, the FIS Statutes, and the USOC Bylaws, <http://www.teamusa.org/Footer/Legal/Governance-Documents>, for governance of ski and snowboard sport within the United States. In order to facilitate its mission, USSA collects member fees and dues, utilizes the revenues derived from member dues and fees to foster interest in ski sport nationwide, create educational and training resources, sanction events, and provide related programs and services that benefit its members, and support the activities of its Affiliates and clubs.

C. Affiliate is recognized by the USSA XC Sport Committee as a "USSA Division." USSA Divisions are responsible for the administration and regulation of skiing competition in a particular geographic area, as determined by the USSA XC Sport Committee. USSA Divisions may also organize educational and development activities for the benefit of USSA members within their geographic area. In addition, Affiliates may also promote to and solicit prospective parents/families/individuals to join USSA and the Affiliate's programs for the purposes of growing the number of participants in XC programs.

D. Affiliate provides ski related programming and desires to serve USSA's local members and support USSA's goals, manage local resources and provide a significant voice in the running of USSA's domestic competition system through its participation in the USSA XC Sports Committee governance structure at the division, region, and national levels, as established by the USSA Board of Directors.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. USSA RESPONSIBILITIES AND AFFILIATE BENEFITS.

USSA is responsible for providing the following benefits to Affiliate:

1.1 Access to USSA-provided programming and support services provided to members and member clubs - including but not limited to, coach education and coaching tools, officials education and consistent rules & policies, safe sport programs, concussion management, field-based USSA resources, member tools and benefits, centralized IT platform and integrated website, educational webinars, club development programs, competition and training sanctioning and insurance, national rankings, background screening programs, group buying opportunities, and other USSA services developed over time. The exact level and nature of programs and services will be determined by USSA from year to year, with the intent to maintain or increase the current and proportional levels of funding. USSA will collaborate with Affiliate to determine optimal programs and resource allocation through the governance structures established at the division, region and national levels through the XC Sports Committee and approved by the USSA Board of Directors.

1.2 A license to schedule and/or calendar USSA-sanctioned competition within a particular geographic territory, and to determine selection criteria for such races in accordance with USSA guidelines.

1.3 A license to collect an "Affiliate" membership fee additive to the USSA membership fee. Fees may be collected by USSA and distributed to Affiliate by systems and processes provided by USSA in a timely and efficient manner, at terms to be agreed upon. Participation in such provided USSA systems and processes will be optional until further notice. Participation in such systems will be encouraged to ensure consistency, simplicity and efficiency nationally – assuming USSA meets the performance standards agreed upon.

1.4 A license to collect an "Affiliate" head tax (at Affiliate or region level) additive to the USSA head tax. Affiliate agrees to evaluate in good faith the benefits of participating in centralized collection of head taxes by USSA, with distribution to Affiliate by systems and processes provided by USSA in a timely and efficient manner, at terms to be agreed upon. Affiliate further agrees, regardless of participation in the centralized collection process described immediately above, to provide USSA with an annual reporting of the Affiliate-level head tax collected and use of funds collected.

1.5 On an annual basis provide an accounting of membership fees and head tax collected and the use of these fees by reasonable category within and across XC sport.

1.6 A limited license and right to utilize the "USSA" brand in promotion of its athletic activities and for fundraising purposes in accordance with USSA's image and brand

usage guidelines which can be found at http://media.ussa.org/media-center/Image%20Standards/USSAImageStndrd_GenEd.pdf. A limited license means that Affiliate is not entitled to sublicense the USSA brand to third parties and the use of the USSA brand must be consistent with the image and usage guidelines.

1.7 Ability to utilize USSA's web architecture for communication to USSA members within Affiliate's organizational sphere of influence, as further described in 2.5 below.

1.8 Timely and effective communications around all USSA programs, policies and decisions through a variety of effective forums, with the opportunity to participate in recommending policies and programs for adoption by the USSA Board and staff through communications channels and governance bodies established by the USSA Board and staff.

2. AFFILIATE RESPONSIBILITIES.

Affiliate agrees to the following:

2.1 Serve as a conduit for USSA organizational communications between USSA and its members within the Affiliate's territory. Adhere to communication standards as set forth by USSA, and communicate USSA's message so as to be understood by all local members.

2.2 Where Affiliate seeks to impose an Affiliate membership or fee requirement operating under the auspices of USSA, exclusively schedule and sanction competitions as USSA sanctioned competitions under the direction of the USSA XC Sports Committee. Affiliates or Clubs within the Affiliate territory may continue to conduct non-USSA sanctioned competitions open to USSA and non-USSA members within their geographic area of influence, and the Affiliate may collect head taxes or other fees from non-USSA members for same, but Affiliate agrees to provide an annual reporting of the amounts of such known head taxes/fees collected to USSA as well as to act constructively in bringing these non-USSA members and competitions into the USSA XC pipeline where appropriate. Affiliate agrees to communicate to the XC Sports Committee information about all Affiliate head tax levels, per XC Sports Committee bylaws and operating procedures.

2.3 Schedule, promote and deliver USSA-sanctioned or approved Coach, Club, and Officials certification, and other programs as provided by USSA. Should Affiliate wish to utilize non-USSA-sanctioned programs, they shall email education@ussa.org with relevant details and rationale in a timely manner to ensure that USSA is aware of all programs being administered. Furthermore, Affiliate and its leadership/ staff will provide constructive input and feedback on all such programs in their development through appropriate USSA channels, to ensure ongoing innovation and sharing of best practices with USSA.

2.4 Integrate the "USSA" brands (to include names and logos) into its' own name and logo when possible and desired, and use such integrated names and logos in branded

activities. Adhere to USSA's image and branding standards, as set forth in Section 1.6 above, including naming terminology and brand identification.

2.5 Use the designated Affiliate-specific pages within USSA.org as its website link to provide both USSA and Affiliate information, or provide links to/ from USSA.org to the Affiliate's individually developed and maintained website (as mutually agreed upon), if USSA's website functionality is not deemed to be satisfactory by the Affiliate. Regardless of approach, Affiliate bylaws and governance information must be posted to such websites, all USSA information must be readily accessible, and website content must be consistent with USSA brand guidelines (as outlined in 1.5 and 2.4 above).

2.6 Comply with the applicable sections of the Ted Stevens Olympic and Amateur Sports Act, the FIS Statutes, the USOC Bylaws, and the USSA Bylaws. Actively participate in governance structures at the division, region, and national level of the XC Sports Committee to support the benefits and responsibilities of this Agreement.

3. TERMINATION.

3.1 Either party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the other should one party determine that the other has failed to abide by its responsibilities set forth in Sections 1 or 2. In the event that Affiliate shall breach any of the terms and conditions of this Agreement, or any of the Bylaws or decisions of the Board of Directors of the USSA (which provisions are incorporated herein by this reference as though fully set forth herein), then USSA shall have the right to impose sanctions pursuant to USSA Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate. In the event that the USSA shall breach any of the terms and conditions of this Agreement, then Affiliate shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted, and/or can seek redress as set forth in the USOC Bylaws and Ted Stevens Olympic and Amateur Sports Act.

3.2 In the event of termination, all rights and responsibilities hereunder shall immediately cease.

4. INSURANCE.

Affiliate will be eligible to participate in insurance programs provided by USSA.

5. INDEMNIFICATION.

Each party shall defend, indemnify and hold the other harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the offending party.

6. DISCRIMINATION – PROHIBITION.

Affiliate agrees not to discriminate in the conduct of its programs on the basis of race, color, national origin, religion, or sex.

7. NO ASSIGNMENT.

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

8. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

9. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

10. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

11. GOVERNING LAW.

Interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Utah. Affiliate is required to comply with all local laws governing its place of incorporation.

12. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and delivered by: (i) personal delivery; (ii) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) overnight courier service, and addressed as follows:

AFFILIATE:

USSA:

President and CEO
1 Victory Lane,
PO Box 100,
Park City,
Utah 84060

13. ENTIRE AGREEMENT.

This Agreement and the Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

("AFFILIATE")

UNITED STATES SKI AND
SNOWBOARD ASSOCIATION

Signature

Signature

Name: _____

Name: Tiger Shaw

Title: _____

Title: President and CEO

Date: _____

Date: _____