UNITED STATES ROWING ASSOCIATION INDIVIDUAL MEMBERSHIP AGREEMENT

This Individual Membership Agreement (the "**Agreement**") is made and entered into by and between United States Rowing Association ("**USRowing**") and _____("**you**").

RECITALS

A. USRowing is the national governing body for the sport of rowing in the United States.
B. USRowing wishes to grant to you, and you wish to acquire from USRowing, status as a USRowing Individual Member, as defined in the USRowing Bylaws ("**Individual Membership**").

Accordingly, it is agreed as follows:

1. **MEMBERSHIP GRANT**: Subject to the provisions of this Agreement and your compliance with those provisions, USRowing hereby grants to you an Individual Membership. The Individual Membership shall be revocable or terminable in the manner provided in this Agreement and the USRowing Policies (hereinafter defined).

2. **TERM**: Your Individual Membership is effective as of the date of execution of this Agreement and is valid for a period of one (1) year (the "**Term**"), unless otherwise terminated under the terms of this Agreement.

3. **RULES AND REGULATIONS**: You verify that you have read and agree to be bound by the terms of all USRowing governing documents and policies including but not limited to the following: USRowing Rules of Rowing, USRowing Abuse Prevention and Response Policy, USRowing Code of Conduct, USRowing Grievance Procedures, USRowing Bylaws, USRowing Safety Guidelines, USRowing Background Check Policy, The SafeSport Code for the U.S. Olympic and Paralympic Movement, Olympic policies, the rules, policies and procedures of the United States Olympic & Paralympic Committee, the Anti-Doping Rules (hereinafter defined) and all other policies adopted or updated by USRowing from time to time, at its sole discretion (the "**USRowing Policies**"). You agree that any failure to adhere to the USRowing Policies may result in the termination, suspension, or non-renewal of your Individual Membership.

4. **PAYMENT**: Upon execution of this Agreement and in consideration of the grant of the Individual Membership, you agree to pay to USRowing a membership fee of an amount designated by USRowing corresponding to your level of membership (the "**Membership Fee**"). Your Individual Membership shall not be active or effective unless and until you pay the Membership Fee and your Individual Membership may be revoked or suspended, at USRowing's election if the payment of your Membership Fee is charged back, disputed through your financial institution, or otherwise not completed.

5. **TERMINATION**: USRowing may, at its discretion, terminate your Individual Membership if: (a) you fail to make timely payment of the Membership Fee, (b) you fail to adhere to the USRowing Policies, or this Agreement; or (c) your conduct is improper or harmful to the best interests of USRowing or its members. Termination is effective on the date USRowing notifies you, which notice may be delivered in writing (whether electronic or physical copy) or orally. In connection with any termination of your Individual Membership, in no event shall you be entitled to a refund of all or any portion of the Membership Fee previously paid. Furthermore, you will remain liable and obligated to pay to USRowing all charges and other amounts owed by you to USRowing as of the date of termination.

6. **AUTHORITY**: Nothing in this Agreement shall constitute a delegation of USRowing's governing authority over the sport of rowing in the United States or the conduct of its Individual Members. You will not have the right, power, or authority to enter into agreements on USRowing's behalf which may bind or obligate USRowing to undertake any obligations or responsibilities. Both parties represent to the other that it is duly authorized with the full power and authority to execute, deliver, and perform this Agreement.

7. **TRANSFER OF MEMBERSHIP**: You may not assign, pledge, or transfer your Individual Membership or any right, title, or interest therein. Any attempt to do so shall be null and void and of no force or effect.

8. **WAIVER, LIMITATION OF LIABILITY, RELEASE, AND INDEMNIFICATION**:

i. YOU AGREE AND REPRESENT THAT YOU UNDERSTAND THE NATURE OF ROWING ACTIVITIES, BOTH ON WATER AND ON LAND, AND THAT YOU ARE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. YOU AGREE THAT YOU ARE FULLY AWARE OF, AND VOLUNTARILY ASSUME, THE RISKS INHERENT IN THE SPORT OF ROWING. SUCH RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO CATASTROPHIC INJURY, PARALYSIS AND DEATH.

ii. EXCEPT AS EXCLUDED OR LIMITED BY APPLICABLE LAW, YOU AND YOUR SUCCESSORS AND ASSIGNS, HEREBY RELEASE AND FOREVER DISCHARGE USROWING AND EACH OF ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE PAST, PRESENT AND FUTURE, DIRECT AND INDIRECT DIRECTORS, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, OWNERS, PARTNERS, MEMBERS, MANAGERS (THE "**USROWING AFFILIATED PARTIES**"), FROM ALL ACTIONS, CAUSES OF ACTION, DEBTS, LOSSES, COSTS, CONTROVERSIES, DAMAGES, LIABILITIES, JUDGMENTS, CLAIMS, AND DEMANDS WHATSOEVER, IN LAW, ADMIRALTY OR EQUITY RELATING TO USROWING OR ANY ENTITY CONTROLLED BY USROWING (COLLECTIVELY, "**CLAIMS**"), ARISING FROM OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN A ROWING ACTIVITY, INCLUDING CLAIMS, LOSSES OR DAMAGES ARISING FROM OR OCCURRING AS A RESULT OF THE NEGLIGENCE OF ANY PARTY, EXCEPT TO THE EXTENT CLAIMS ARE BASED ON THE INTENTIONAL OR RECKLESS CONDUCT OF ANY PARTY.

iii. YOU AND YOUR SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE USROWING AFFILIATED PARTIES FROM AND AGAINST ALL ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, OBLIGATIONS, LOSSES, DAMAGES, AMOUNTS PAID IN SETTLEMENT, LIABILITIES, COSTS AND EXPENSES (INCLUDING INTEREST, PENALTIES AND REASONABLE ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY, "**LOSSES**") RESULTING TO, IMPOSED UPON, ASSERTED AGAINST OR INCURRED BY ANY USROWING AFFILIATED PARTY (INCLUDING IN ANY ACTION BETWEEN YOU AND ANY USROWING AFFILIATED PARTY) IN CONNECTION WITH OR ARISING OUT OF (I) THIS AGREEMENT, OR ANY ACTS OR OCCURRENCES RELATING TO THIS AGREEMENT, EXCEPT TO THE EXTENT THE LOSSES RESULT FROM FRAUD, BREACH OF CONTRACT OR INTENTIONAL MISCONDUCT OF THE USROWING AFFILIATED PARTIES, (II) ANY BREACH OR MISREPRESENTATION BY YOU UNDER THIS AGREEMENT OR USROWING POLICIES, OR (III) ANY ACT OR OMISSION (OR ALLEGED ACT OR OMISSION), WHETHER ON, PRIOR TO OR AFTER THE DATE OF THIS AGREEMENT, BY OR ON BEHALF OF YOU ANY OF YOUR PAST, PRESENT OR FUTURE AFFILIATES.

9. **FLORIDA WAIVER**: Without limitation to anything in the foregoing, if you are a resident of Florida executing this Agreement as a parent or guardian of a minor, you agree to the following in accordance with Florida Statute 744.301:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF USROWING AND USROWING AFFILIATED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM USROWING AND USROWING AFFILIATED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

10. **MEDIA RIGHTS/LIKENESS**:

For purposes of this Section 10 and the Agreement, "**Rowing Activities**" shall mean any activities or events, both on water and land based, sponsored, organized or sanctioned by USRowing, including but not limited to, hosted and sanctioned regattas, camps, clinics, practices, events, competitions, conventions and related operations.

i. Except as limited by the USOPC NGB Athlete Agreement Policy, including but not limited to the use of images featuring athletes, members, participants or other third parties for commercial purposes as those terms are defined in the USOPC

NGB Athlete Agreement Policy, you hereby grant to USRowing a perpetual, irrevocable, sublicensable, and royalty-free license throughout the world to utilize your name, likeness, image, voice, logo, biographical information, and/or words incidental to any pictures, television, radio, videotapes, recordings, film, the internet, or any other media form or medium now known or hereinafter devised (collectively, the "**NIL**"), without compensation, payment royalties, notification, or permission, in connection with (i) the promotion of the sport of rowing, USRowing, or one or more Rowing Activities; (ii) any non-commercial use in connection with the Rowing Activities, (iii) broadcasting, exhibiting or distributing one or more Rowing Activities in any media now or hereafter existing, whether live or by recording, and (iv) to otherwise further USRowing's mission. You further waive the right to inspect and/or examine all representations of the NIL, and waive any and all rights and claims, including future rights and claims to such representations and any interest therein. You release and discharge USRowing and its affiliates from any liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use of the NIL in composite form, whether the same is intentional, or otherwise. You understand that USRowing and its affiliates may use any process or procedure resulting in the completion of the finished product for publication, display, copyright, or distribution except as otherwise limited by the USOPC NGB Athlete Agreement Policy.

ii. You understand that your participation in any Rowing Activities does not grant you any right or license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire or transmit any photograph, video or audio footage (in any and all media forms or mediums now known or hereinafter devised) from the Rowing Activities without the prior written consent of USRowing, including but not limited to, distribution via social media platforms, video sharing platforms or other comparable sites.

11. **DISPUTES**: You acknowledge that all disputes arising under this Agreement are governed by USRowing Policies, including but not limited to the procedures for prompt and equitable resolution detailed in the USRowing Code of Conduct (including the Grievance Procedures incorporated therein). You agree that any such disputes shall be resolved exclusively through USRowing's Grievance Procedures, that the foregoing constitutes a binding agreement to arbitrate such disputes within the meaning of the Federal Arbitration Act, and that any decision or award issued pursuant to USRowing's Grievance Procedures may be enforced in any court of competent jurisdiction.

12. **ENTIRE AGREEMENT**: Except for the USRowing Policies, all of which are incorporated into this Agreement, this Agreement constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any oral or other written understanding. The Agreement may only be modified in writing executed by a duly authorized representative of USRowing.

13. **BACKGROUND CHECKS:** You acknowledge and agree to comply with USRowing's Background Check Policy. You further agree to undergo any background screenings deemed necessary by USRowing during the Term of this Agreement. These screenings include, but are not limited to, screenings required to comply with applicable federal, state, or local laws and regulations. USRowing reserves the right to take appropriate action, including suspension or termination of your Individual Membership, if a background check reveals information that, in USRowing's sole discretion, could compromise the safety or integrity of the organization, its members, or its activities. By executing this Agreement, you authorize USRowing to retain and use the results of any background screening for purposes consistent with the administration of your membership, compliance with relevant laws, and safeguarding the interests of the organization and its members.

14. **COMPLIANCE WITH APPLICABLE LAWS**: At all times during the Term, you will comply with all applicable statutes, rules, regulations, orders, laws and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over you and shall maintain any required permits or licenses as may be required in connection therewith.

15. **MINOR ACKNOWLEDGMENT**: By registering for membership with USRowing, you confirm that you are either (i) at least 18 years old, or (ii) the parent or guardian of the minor member for whom you are registering, and you have the legal authority to bind that minor to the terms of this Agreement. If you are registering on behalf of a minor, you acknowledge and agree that you, as the minor's parent or guardian, are responsible for the minor's compliance with all the terms and conditions of this Agreement.

16. **ANTI-DOPING**: Without limiting the generality of the foregoing, it is the duty of you, and all individual members of USRowing to comply with all anti-doping rules of the World Anti-Doping Agency ("**WADA**"), World Rowing, the USOPC including the USOPC National Anti-Doping Policy, and of the U.S. Anti-Doping Agency ("**USADA**"), including the USADA Protocol for Olympic and Paralympic Movement Testing ("**USADA Protocol**") and all other policies and rules

adopted by WADA, World Rowing, the USOPC and USADA (collectively, the "**Anti-Doping Rules**"). You agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make you subject to penalties including, but not limited to, disqualification and suspension. If it is determined that you may have committed a doping violation, you agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA.

Further, you acknowledge that it is the duty of all Athletes, Athlete Support Personnel and other Persons (as those terms are defined in the World-Anti Doping Code), by virtue of their participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an Event or Competition organized or sanctioned by an NGB, PSO or HPMO, participation on a national team, utilization of a USOPC Training Center, receipt of benefits from the USOPC or USRowing, inclusion in the Registered Testing Pool, or otherwise subject to the World Anti-Doping Code, to comply with all anti-doping rules of WADA, World Rowing, the USOPC, and of the USADA, including the USADA Protocol and all other policies and rules adopted by WADA, World Rowing, and USADA. If it is determined that an Athlete, Athlete Support Personnel, or other Person may have committed a doping violation, the individual agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of World Rowing, if applicable or referred by USADA. In addition, Athletes agree to submit to drug testing by World Rowing and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension.

You agree that before taking any medications you will check the prohibited status of such medications at www.globaldro.com. In some situations, an athlete may have an illness or condition that requires the use of a medication listed on the WADA's Prohibited List, in which case USADA can grant a Therapeutic Use Exemption.

17. **COMMUNICABLE DISEASES:** Without limiting the generality of the foregoing, you agree at all times during the Term to abide by USRowing Policies as they may pertain to communicable diseases (including but not limited to the virus commonly referred to as COVID-19).

18. **MISCELLANEOUS:** (a) The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; (b) unless prohibited by applicable law, USRowing shall have the right to assign or transfer the Agreement without your consent and without prior notice to you; (c) the Agreement and your obligations hereunder, shall survive any cancellation or termination of the Individual Membership; (d) if any term or provision of the Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; (e) this Agreement is entered into and shall be governed by the internal laws of the State of New York without regard to principles of conflicts of law, and (f) provided that you are qualified for, and not subject to any discipline that would preclude you from Individual Membership, USRowing's provision to you of this Agreement through its online membership and/or renewal application process constitutes USRowing's offer of this Agreement to you, and your completion of that online process constitutes your acceptance of that offer and agreement to be bound by the provisions of this Agreement.