



Club Certification Terms and Conditions

By applying for membership as a Certified Club of USA Triathlon, you (“You,” or the “Club”) agree to abide by the terms and conditions set forth herein (“Terms and Conditions,” collectively, the “Agreement”). Club membership is contingent on You agreeing to these Terms and Conditions. If a Club fails to follow the Terms and Conditions it agrees to, its club status will be suspended.

I. USAT Club Network

The USAT Club Network platform provides clubs a modern, mobile-friendly, branded templated website. SportsEngine provides the pre-approved website design, content management system and associated features, and ongoing account management and support. Domain purchase/ownership as well as content migration and maintenance are the responsibility of the Club.

The Club will remain fully responsible for any content that it provides to the USAT Club Network, including without limitation, information, audio recordings, photographs, video recordings, documents or other materials (collectively, “Club Content”). The Club will not provide any Club Content that

(a) infringes on, misappropriates or otherwise violates the copyright, trademark, patent or other intellectual property rights of any person, or reveals trade secrets or other proprietary information that the Club does not have the right to disclose, (b) is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful or sexually explicit, (c) violates a person’s right to privacy or publicity, or (d) violates any applicable local, state, national or international law, or advocates illegal activity.

USAT is not obligated to publish any Club Content. USAT is not in any manner endorsing any Club Content that may be published or posted and will not vouch for its reliability. USAT is not responsible for any Club Content and has no duty to monitor the Club Content. USAT and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict or terminate access to the USAT Club Network at any time, without prior notice and in its sole discretion, for any or no reason.

II. Content/Advertising

The Club agrees that USAT will push content from time to time onto the Club’s website. The Club also acknowledges that USAT will have access to analytics from the Club’s website

through various analytic and website traffic report tools.

USAT will maintain advertising slots on the platform that are 100% owned and controlled by USAT and SportsEngine. All revenue from the sale of website advertising in the advertising positions owned and controlled by USAT will be retained by USAT. The Club may sell additional advertising on the website if the placement of the advertising sold is not in the same location as the USAT controlled spaces.

III. Data Sharing from Websites

USAT will have access to the data of the Club's membership through the USAT Club Network for the purpose of marketing to these individuals about USAT and the benefits of joining USAT.

The Club may only use USAT member information to conduct the activities of the Club. The Club is strictly prohibited from sharing, transferring, selling or otherwise using USAT member information.

IV. Website Fees - Registration and Payment Processing

In order to access the Club's website, the Club is required to utilize SportsEngine's registration system and payment processor and process payment(s) in the first six (6) months of the Club's website being live. A fee will be applied to all transactions. The Club may decide to pay the transaction fees or pass them to the registrant(s) to pay at the time of checkout. In the event a payment is not processed, the Club is responsible for payment to SportsEngine for the annual fee of the website. If applicable, the Club will also be responsible for any additional agreements made directly with SportsEngine.

V. Insurance Coverage

As part of the additional benefits package, USAT provides the opportunity for clubs to access the Club Insurance Program. The Club Insurance Program allows clubs to obtain General Liability insurance and Participant Accident insurance through USAT. Full policy information is available [here](#).

The Club must meet the criteria as established by USAT's insurance provider for coverage eligibility and acceptance into the program.

VI. Release

By signing these Terms and Conditions, You, on behalf of Yourself and the Club, release, waive, hold harmless, and forever discharge USAT and its subsidiaries, affiliates, operators, vendors, sponsors, advertisers and any of their respective employees, agents, officers, volunteers, directors (together, "Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property in connection with the Club, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

VII. Confidentiality

The Club agrees to keep confidential any information USAT shares from time to time that is

deemed confidential by USAT and adhere to the terms of USAT’s Privacy Policy.

VIII. Marks

The Club may only use the name, logo, trademarks or service marks of USAT to identify the Club as a Certified Club of USAT and to conduct activities of the Club as permitted by USAT. This limited right is a non-exclusive, revocable license and is subject to licensing provisions and restrictions as may be established by USAT from time to time. Use of the USAT marks in any other manner is strictly prohibited, including but not limited to promoting races, clinics or coaches. If Marks are misused, USAT may revoke Club certification.

IX. SafeSport Compliance

USA Triathlon (“USAT”) is committed to promoting a safe, healthy lifestyle for all its members where individuals can work and learn together free of emotional, physical and sexual abuse and misconduct. To that end, the Club shall comply with the U.S. Center for SafeSport’s (the “Center”) Code at all times. In addition, the Club shall comply with USAT’s SafeSport policies located at: <https://www.teamusa.org/usa-triathlon/usat-for-me/athlete-resources/safesport>.

The Club shall comply with the following requirements:

1. You must submit a Club roster to USAT twice per year; Once before March 1 and once between August 1 and the end of the calendar year;
2. You must identify a “SafeSport Contact” on the roster;
3. If you are an adult-only Club, you must certify, by agreeing to the Club Certification, that no minor athletes will participate in any Club activities;
4. If you are a Club with minor athlete members, You must identify any “Designated Adults” who are members of the Club on the roster;
5. All Designated Adults, SafeSport Contacts, Club board members and Club administrators must complete the SafeSport training located at: <https://safesport.org/authentication/signin>.

Who is a “Designated Adult?”

A Designated Adult is an adult Club member who has “regular contact” with or authority over Club members under 18 years of age.¹ This means that an adult Club member who has more than insignificant, observable contact with minor athletes is a Designated Adult. This also means that Designated Adults are adult Club board members or coaches who may come into contact with minor Club members.

Keep in mind that your Club may not have any Designated Adults. Here are a few examples of individuals who may meet the definition:

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| Adult Club members who have <i>regular contact</i> with | • Any adult Club member who has <u>uninterruptible</u> |
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¹ Athletes under the age of 18 are “minor athletes.”

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| minor club athletes | <u>one-on-one interactions with minor athletes</u> <ul style="list-style-type: none"> Any adult Club member who has <u>unobservable one-on-one interactions with minor athletes</u> |
| Adult Club members with <i>authority over</i> minor Club athletes | <ul style="list-style-type: none"> Club board members Club administrators Club coaches Club medical personnel |

Again, all Designated Adults and SafeSport Contacts must complete the SafeSport training within thirty (30) days of Club registration or within 30 days of Club activation. The Club must send a copy of SafeSport training completion certificates to USAT. The training is free and takes approximately an hour and a half.

What Does the SafeSport Contact Do?

The SafeSport Contact is required to take the SafeSport training, but may also be the Club Administrator or a board member. The Club SafeSport contact must be familiar with USAT’s SafeSport policies and procedures – including USAT’s Minor Athlete Abuse Prevention Policy. The SafeSport Contact must be available to Club members for questions about SafeSport and knowledgeable about how to report a SafeSport complaint to the U.S. Center for SafeSport and USAT. All information is located here: <https://www.teamusa.org/usa-triathlon/usat-for-me/athlete-resources/safesport>.

The Club shall not allow an individual permanently banned from USAT to be a member. USAT’s permanently banned list is located here: <https://www.teamusa.org/USA-Triathlon/USAT-for-Me/Athlete-Resources/SafeSport/Permanently-Banned-List>.

Member Reporting

The Club is required to upload the Club’s roster twice a year through USAT’s Club Upload Tool found on the club administration page of membership.usatriathlon.org. If a minor athlete joins a Club, the Club has an affirmative duty to send the updated roster to USAT within thirty (30) days of the minor athlete’s membership start date. The Club’s roster should fit the template as provided on the upload screen and should include first name, last name, gender, date of birth and USAT member number (if available).

USAT IS NOT LIABLE FOR ANY ISSUES THAT ARISE DUE TO A LACK OF COMPLIANCE WITH THE U.S. CENTER FOR SAFESPORT CODE (“CODE”), USAT SAFESPORT POLICIES OR THESE TERMS AND CONDITIONS. THE CLUB WILL INDEMNIFY, DEFEND AND HOLD HARMLESS USAT AND ITS MEMBERS, DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS, AND THEIR RESPECTIVE BENEFICIARIES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, JUDGMENTS, FINES, PENALTIES, ACTIONS OR CAUSES OF ACTION, COSTS AND EXPENSES

(INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' AND OTHER PROFESSIONAL FEES) SUSTAINED OR INCURRED BY ANY OF THE FOREGOING INDEMNIFIED PARTIES IN CONNECTION WITH, CAUSED BY OR ARISING OUT OF ANY ACTIVITY, ACTION OR INACTION OF THE CLUB OR WHICH ARE MADE, DONE, PERMITTED TO BE DONE OR OMITTED TO BE DONE IN CONNECTION WITH THE AFFAIRS AND ACTIVITIES OF THE CLUB OR WHICH RESULT FROM, ARE OCCASIONED BY OR ARISE OUT OF THE BREACH BY THE CLUB OF ANY TERM OR PROVISION OF THE CODE, THESE TERMS AND CONDITIONS OR USAT'S SAFESPORT POLICIES.

X. Background Checks

USAT may require an individual to undergo a background check for the purpose of determining eligibility for coaching, official and volunteer positions, as well as anyone who is authorized to be in a position of authority over minor athletes. Please note that the background checks are not intended to serve as a pre-employment background screening program, nor can a background check guarantee that incidents of abuse will not occur. The cost of any background check required by USAT will be paid by the applicant or the Club to USAT or a third-party vendor, as determined by USAT.

XI. Miscellaneous

The purpose of membership is to responsibly promote the sport of triathlon at a club level and to further advance the mission, goals and objectives of USAT. These terms and conditions, and the rights, duties and obligations of the Club hereunder, shall in no way constitute a delegation of USAT's governance of the sport of triathlon in the United States as the national governing body for triathlon, nor of USAT's responsibility for determining and controlling all matters central to such governance. The Club will not have any right, authority or responsibility for USAT's national programs or the sanctioning of international amateur athletic competition. The Club will not have the right, power or authority to enter into agreements on behalf of USAT, which bind or obligate USAT to perform or undertake certain duties or to assume any obligations or responsibilities.

USAT grants the privilege of membership to individuals and Clubs committed to its mission. The privilege of membership may, therefore, be withdrawn or denied by USAT at any time where USAT determines, in its sole discretion, that a member or prospective member's conduct is inconsistent with the mission of USAT or in the best interest of the sport and those who participate in it.