

## RECIPROCITY AGREEMENT

THIS RECIPROCITY AGREEMENT (the "Agreement") is made and entered into effective as of the 1st day of January, 2023, by and between The United States Amateur Confederation of Roller Skating, dba USA Roller Sports ("USARS"), and Women's Flat Track Derby Association ("WFTDA").

- A. USARS is recognized by World Skate and the United States Olympic and Paralympic Committee as the National Governing Body of competitive roller sports in the United States, including speed, figure, hockey, roller derby and other extreme sports. USARS is dedicated to creating, enhancing and conducting events and programs for roller sports in the United States.
- B. WFTDA is the international governing body of women's flat track roller derby, representing more than 400 Member Leagues on 6 continents and governing and promoting the sport through the collective voice of its Member Leagues. Each WFTDA Member League has a Charter Team that competes with other WFTDA Member Leagues in sanctioned games. WFTDA Member Leagues that opt for insurance coverage through WFTDA Insurance, the third party administrator which administers WFTDA's insurance ("WFTDI"), agree to obtain both general liability insurance coverage for the WFTDA Member League and its Charter Teams, and personal accident insurance coverage (sport accident insurance) for the WFTDA Member League's active skating members, including skating officials and coaches.
- C. From time-to-time, athletes who are members of USARS compete in events sanctioned by WFTDA and athletes actively insured with WFTDA insurance and on WFTDA Member League Charter Teams compete in events sanctioned by USARS.
- D. By this Agreement, USARS and WFTDA desire to express their understanding with respect to (i) the availability and applicability of liability and sport accident insurance when their respective members participate in events sanctioned by the other organization and (ii) related event matters.

In consideration of the foregoing and the provisions stated below, USARS and WFTDA agree as follows:

- 1. Members. For purposes of this Agreement, (a) when reference is made to members of USARS, this means athletes, coaches and officials when participating in an event sanctioned by USARS, who are registered members in good standing with USARS, and (b) when reference is made to members of WFTDA Member Leagues, this means athletes, officials and coaches who are insured with insurance through WFTDI, who are in good standing with WFTDA.
- 2. Sport Accident Insurance. Sport accident insurance for a member of USARS is obtained and provided by USARS by virtue of such person's membership in USARS, not by virtue of USARS issuing an event sanction. Sport accident insurance for a member of a WFTDA Member League is obtained and provided by WFTDI by virtue of the WFTDA Member League opting for insurance through WFTDI. However, a copy of the USARS Event Reporting Form or the WFTDA Interleague Game Report Form, as applicable, must be submitted by the host organization/venue of an event to USARS or WFTDA, as applicable, within 7 days of the completion of the applicable event. Accident reporting protocols adopted and published by USARS or WFTDA, respectively, must also be complied with by the organization/venue hosting a sanctioned event.

3. Liability Insurance.

(a) General. General liability insurance for a member of USARS is obtained and provided by USARS by virtue of such person's membership in USARS, not by virtue of USARS issuing an event sanction. General liability insurance for a member of a WFIDA Member League is obtained and provided by WFIDI by virtue of the WFIDA Member League opting for insurance through WFIDI.

(b) Events. Liability insurance pertaining to a sanctioned event is obtained and provided by the organization and/or venue hosting a sanctioned event. The host organization and/or venue must provide a current and appropriate certificate of insurance to USARS and WFIDA, as the case may be, at least 14 days prior to the subject event.

4. Organization and Member Insurance Compliance. Both USARS and WFIDA mutually agree to consider any organization or participating member that has the applicable USARS or WFIDA insurance to be compliant with insurance requirements of either organization for purposes of event sanctioning and participation eligibility in either organization's sanctioned events. This Agreement solely deals with participation and eligibility for participation of the respective organization's events. This Agreement does not make any warranties or representation regarding the actions which either or any insurance companies may take on any particular claim; both organizations acknowledge that this Agreement does not guarantee that any policy shall cover or pay out any particular claims, which shall still remain specific to incidents, reporting and other compliance requirements which are specific to the insurance held by any particular claimant and the circumstances of any given claim. Each organization agrees to hold the other organization harmless from any claims on the basis of insurance decisions on individual claims.

5. Liability Waiver. Any member of USARS and any member of a WFIDA Member League who participates in a sanctioned event of either organization must sign the host organization/venue's liability waiver and release prior to and as a condition to being allowed to participate in the sanctioned event. Copies of all signed waivers must be promptly made available by the host organization/venue upon request by USARS and/or WFIDA.

6. Safety Protocols. Any member of USARS and any member of a WFIDA Member League who participates in a sanctioned event of either organization is subject to and must follow the safety rules and protocols of the host organization/venue.

7. Agreement Not Applicable to Practices or Training Sessions. For purposes of clarification and the avoidance of any doubt, it understood and agreed that the provisions of this Agreement do not apply to practices or training sessions in which members of USARS and WFIDA participate, but only applies to their participation in USARS and WFIDA sanctioned events.

8. General. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, or communications, oral or written, of either party. This Agreement may only be amended by a written instrument signed by each party. If any provision of this Agreement is determined to be void, or unenforceable to any extent, then the remainder of this Agreement shall be unaffected and remain in full force and effect.