

USA WEIGHTLIFTING RECURRING MEMBERSHIP TERMS & CONDITIONS

USA Weightlifting offers recurring membership plans (each, a “Membership”) for its members’ convenience. Please carefully review these USA Weightlifting Recurring Membership Terms and Conditions (these “Terms”) and make sure you understand them before joining because they contain important and relevant information regarding any Membership you may purchase, including renewal and cancellation terms. Memberships are continuous and automatically renew unless you cancel or we suspend or terminate your Membership.

By purchasing a Membership, you agree to be bound and abide by the following Terms, as well as the Privacy Policy and the various policies, codes, and procedures of USA Weightlifting, all of which (as changed over time) are incorporated into and made a part of these Terms. **All memberships are non-refundable and non-transferrable.**

1. USA Weightlifting Bylaws, Rules, Policies, and Procedures

By purchasing a Membership, you agree to be bound and abide by the USA Weightlifting Bylaws, Operating Regulations, Competition Rules, Code of Conduct, Code of Ethics, and any other USA Weightlifting rules, policies, and procedures. You recognize that USA Weightlifting has the right to adjust, modify, add to, or otherwise amend its Bylaws, rules, policies, and procedures, the current versions of which will be available at the USA Weightlifting website.

2. SafeSport Policies & U.S. Center for SafeSport

By purchasing a Membership, you agree to be bound by the SafeSport rules, policies, and procedures of USA Weightlifting, as well as the SafeSport rules, policies and procedures promulgated by the U.S. Center for Safe Sport, as they may be amended from time to time, including, but not limited to, the completion of any education required by the U.S. Center for SafeSport. You further agree to be subject to the jurisdiction of the U.S. Center for Safe Sport and agree that any sanctions imposed by the U.S. Center for SafeSport extend to your participation in all USA Weightlifting events or activities and may be posted publicly and include information regarding the misconduct involved.

3. United States Anti-Doping Agency

By purchasing a Membership, you agree that the USA Weightlifting anti-doping rules; the International Weightlifting Federation (“IWF”) Anti-Doping Rules; the U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (“USADA Protocol”), its Annexes, and all other policies and rules adopted by USA Weightlifting, the IWF, and USADA; the USOC National Anti-Doping Policies; and the policies and rules of any other anti-doping organization which has authority over you as provided in the World Anti-Doping Code (collectively, “Anti-Doping Rules”), apply to you and that it is your responsibility to comply with those rules. You agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would 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 the IWF and/or any other anti-doping organization which has authority over you as provided in the World Anti-Doping Code, if applicable or referred by USADA.

4. Membership Auto-Renewal

Recurring Memberships are automatically renewed on a monthly or annual basis depending on the Membership plan you select. To avoid being charged for a renewal term, you must affirmatively cancel your Membership by the expiry date of your current Membership term (your "Renewal Date"). If you do not timely cancel your Membership, the valid credit or debit card you have on file will automatically be processed on or shortly after your Renewal Date at the then-current rates available at USAWeightlifting.org as of your Renewal Date.

You are responsible to ensure that the credit card number on file with USA Weightlifting is valid and up to date so that your Membership fees (plus taxes) can be charged to that card upon joining and renewal. You may change the credit card on file at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file with USA Weightlifting for payment of your Membership fees (plus taxes).

If there is not a valid credit card number on file with USA Weightlifting at the time your Membership fees (plus taxes) are charged and a valid card is not provided within ten (10) days after the scheduled date for payment, your Membership will automatically terminate, and you may not be eligible for activities that require USA Weightlifting membership until you affirmatively renew your membership.

5. Cancellation

YOU MUST AFFIRMATIVELY CANCEL YOUR MEMBERSHIP BEFORE YOUR RENEWAL DATE OR YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW. YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME BY LOGGING INTO YOUR MEMBERSHIP ACCOUNT. CLICK ON 'MEMBERSHIPS'. CLICK 'AUTO-RENEWAL'. FROM THERE YOU CAN CLICK ON 'CANCEL AUTO-RENEWAL' TO CANCEL YOUR AUTOMATIC PAYMENTS. IF YOU DO NOT CANCEL YOUR MEMBERSHIP, YOU WILL AUTOMATICALLY BE CHARGED ON OR SHORTLY AFTER YOUR RENEWAL DATE AT THE THEN-CURRENT RATE FOR THE MEMBERSHIP PLAN YOU PURCHASED. **ALL MEMBERSHIPS ARE NON-REFUNDABLE AND NON-TRANSFERRABLE.**

6. Agreement Changes

USA Weightlifting may change these Terms or any aspect of your Membership plan for any reason. Any such changes will be posted to the website of USA Weightlifting and provided to you before your renewal. Your continued Membership after USA Weightlifting changes these Terms constitutes your agreement and acceptance of these changes. If you do not agree to the changes, you must cancel your Membership immediately.

7. Pricing Changes

USA Weightlifting reserves the right to offer different Membership terms to different members and change the amount it charges for Membership, certification, and other services at any time. Any such change will be provided to you in advance of your renewal date and posted to the website of USA Weightlifting ahead of implementation. Your continued Membership after we change the pricing constitutes agreement and acceptance of these changes. If you do not agree to the changes, you must cancel your Membership immediately.

8. Data Transfers

We may transfer your billing information to our third-party payment processors, other service providers, and certain trusted third parties. Please see our Privacy Policy for more information.

9. Disclaimer

YOUR MEMBERSHIP AND THE USA WEIGHTLIFTING WEBSITE ARE PROVIDED "AS AVAILABLE" AND "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. USA WEIGHTLIFTING DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR IN OTHER JURISDICTIONS.

10. Limitation of Liability

IN NO EVENT WILL USA WEIGHTLIFTING, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY "USA WEIGHTLIFTING" FOR PURPOSES OF THIS SECTION) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATING TO THE USA WEIGHTLIFTING WEBSITE OR YOUR MEMBERSHIP, EVEN IF USA WEIGHTLIFTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. USA WEIGHTLIFTING WILL NOT BE LIABLE FOR THE COST OF REPLACEMENT PRODUCTS, LOSS OF REVENUE OR LOSS OF GOOD WILL. IN ANY EVENT, THE AGGREGATE LIABILITY OF USA WEIGHTLIFTING WILL NOT EXCEED THE AMOUNT PAID FOR THE MEMBERSHIP TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A MEMBERSHIP, \$100.

BECAUSE SOME STATES OR JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON OR EXCLUSIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU DEPENDING ON YOUR STATE OR NATION OF RESIDENCE.

11. Release

By purchasing a Membership, you acknowledge that you understand the nature of the activity and that you are qualified, in good health, and in proper physical condition to participate in such activity. You fully understand that weightlifting involves risk of serious bodily injury, including permanent disability, paralysis, and death, and that these and other risks may be caused by your own actions, or inaction, those of other participating in the event, the conditions in which the event takes place, or the negligence of the Releases named below, and that there may be other risks either not known to you or not foreseen at this time and you fully accept and assume all such risks and all responsibility for losses, costs and damages you incur as a result of your participation in the activity. You hereby release, discharge and covenant not to sue USA Weightlifting, its administrators, directors, agents, officers, volunteers and employees and any sponsors and advertisers of any USA Weightlifting-sanctioned event in which you participate (each considered one of the Releasees herein) from all liability, claims,

demands, losses or damages on your account caused or alleged to be caused in whole or in part by the negligence of the Releasees. This release, waiver of liability and express assumption of risk agreement does not apply to any liability, claims, demands, losses or damages arising out of the gross negligence, of or intentional, willful or wanton misconduct, of Releasees. If you or anyone on your behalf makes a claim against any of the Releasees, you will indemnify, defend, save and hold harmless each of the Releasees from any loss, liability, damage or cost which may incur as a result of such claim. You acknowledge that you have read this release, waiver of liability and express assumption of risk agreement and fully understand it.

12. No Waiver; Severability

No waiver of any term of these Terms will be binding unless in writing, no partial or complete waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure or delay of USA Weightlifting to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

13. Miscellaneous

These Terms (and all policies, codes, terms, and conditions referenced herein) state the complete understanding as to its subject matter and may not be modified by an oral statement by a representative of USA Weightlifting. You also may be subject to additional terms that may apply to your Membership, your use of the USA Weightlifting website, or third-party content, links, or websites. These Terms may not be assigned or delegated by you. These Terms may be assigned or delegated by USA Weightlifting without restriction. These Terms bind and inure to the benefit of each party, its successors, and permitted assigns, and are governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Each party hereby consents to the exclusive jurisdiction of, and venue in, the state and federal courts located within Colorado Springs, Colorado. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Membership. As used in these Terms, the term "including" means "including without limitation." These Terms will not be construed against the drafter. The paragraph and section headings of these Terms are only for convenience and shall not affect the interpretation of these Terms. You agree that any agreements between you and us in electronic form are as legally binding as if made in physical written form.