

ARIZONA AMATEUR HOCKEY ASSOCIATION
MEMBER ORGANIZATION AGREEMENT

THIS MEMBER ORGANIZATION AGREEMENT is being entered into as of _____, 20____, by and between Arizona Amateur Hockey Association, an Arizona non-profit corporation (“AAHA”), and:

(Name of Organization)

(Address)

(Town, State and Zip Code)

(the “Member Organization”).

RECITALS

A. **WHEREAS**, AAHA is an Affiliate of USA Hockey, Inc. (“USA Hockey”), which is the National Governing Body for Ice Hockey pursuant to 36 U.S.C. 220501, *et seq.*, within the Rocky Mountain District and the sole Affiliate of USA Hockey within the State of Arizona and, thereby, is also the duly authorized representative of the International Ice Hockey Federation (“IIHF”), with exclusive jurisdiction over the conduct of the play of the sport of ice hockey as sanctioned by USA Hockey and the IIHF within the State of Arizona; and

B. **WHEREAS**, the Member Organization wishes to become a Member of AAHA to further the development, promotion, and administration of the sport of amateur ice hockey within the State of Arizona, subject to any and all policies, procedures, rules, regulations, bylaws, guidelines, and decisions of AAHA and of USA Hockey, as they may be adopted or revised, in whole or in part, from time-to-time (collectively the “Member Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions set forth herein, AAHA and the Member Organization agree as follows:

ARTICLE I
AAHA MEMBERSHIP

1.1 Subject to the terms and conditions of this Agreement and the Members Rules, AAHA grants to Member Organization the right to promote ice hockey and related amateur ice hockey activities as sanctioned by USA Hockey and AAHA. The authority granted to Membership Organization shall include all authority reasonably necessary to carry out the following:

A. Engage in the sport of ice hockey as a Member Organization of AAHA, including the right to form teams eligible to compete in a USA Hockey sanctioned event;

B. Exercise and comply with the rights, benefits, duties, and obligations of a Member Organization of AAHA as set forth in this Agreement and any Member Rules;

C. Assess and charge a reasonable membership fee to join the Member Organization, in addition to any usual and customary fees imposed by AAHA and USA Hockey;

D. Operate fund-raising programs to support the Member Organization's functions, including special charges on paid gate to USA Hockey-sanctioned tournaments, games, or events sponsored by the Member Organization; and

E. Perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as a Member Organization of AAHA.

1.2 AAHA agrees that it will accept and recognize only those individuals and teams that are in good standing within the Member Organization's structure and that are otherwise in good standing with AAHA and USA Hockey. AAHA agrees to cooperate with and assist the Member Organization in the administration of the play of the sport of amateur ice hockey when such cooperation and assistance is deemed necessary and/or advisable by the Member Organization and AAHA.

1.3 The Member Organization acknowledges that it is and shall remain a separate entity from AAHA, with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in the Member Rules and this Agreement. Nothing shall be construed to create a partnership, joint venture, employer/employee, or other agency relationship.

ARTICLE II

OBLIGATIONS OF MEMBER ORGANIZATION

2.1 The Member Organization hereby agrees to the following and to adopt same as its official policy:

A. **Preeminence of AAHA and USA Hockey.** The Member Organization and its members, teams, and other component parts and persons shall abide by and act in accord with the Membership Rules and this Agreement, which shall take precedence over and supersede all other inconsistent governing documents and/or decisions of the Member Organization. The Member Organization shall assist in the administration and enforcement of the Member Rules with respect to its members, teams, and other component parts and persons. In addition to any other obligations imposed by the Member Rules, Member Organization agrees to be guided by the following core values of USA Hockey and AAHA:

- Sportsmanship – Foremost of all values is to learn a sense of fair play. Become humble in victory and gracious in defeat. Foster friendship with teammates and opponents alike.
- Respect for the Individual – Treat all others as you expect to be treated.

- Integrity – We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the sport of ice hockey.
- Pursuit of Excellence – Each member, team, and other component part and person of Member Organization should seek to perform each aspect of the sport at the highest level of his/her/its ability.
- Enjoyment – It is important for the hockey experience to be fun, satisfying, and rewarding for the participants.
- Loyalty – We aspire to teach loyalty to the ideals and fellow members of the sport of ice hockey.
- Teamwork – We value the strength of learning and working together. Teamwork is reinforced and rewarded by success in the hockey experience.

B. **Indemnity.** Member Organization agrees to indemnify, defend, and hold harmless AAHA, its members, officers, directors, employees, and agents from any and all actions, losses, claims, demands, judgments, administrative actions, and liability, including but not limited to any actions, losses, costs, claims, demands, judgments, administrative actions, and liability arising out of or resulting from any act by Member Organization or any of its members, teams, and other component parts and persons regardless of AAHA’s negligence, except that Member Organization shall have no obligation to indemnify AAHA for AAHA’s sole negligence or intentional acts. Further, Member Organization understands and acknowledges that AAHA and its aforesaid representatives have agreed to perform their duties and services upon the express understanding, agreement, and condition that they be so indemnified, defended, and held harmless to the extent described in this provision.

2.2 AAHA shall reasonably cooperate with Member Organization in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not be interpreted as any limitation or negation on the indemnification, defense, and hold harmless obligations contained herein.

ARTICLE III

POINTS OF EMPHASIS FOR COMPLIANCE BY THE ASSOCIATION

Member Organization understands and agrees that it must comply with this Agreement and any and all Member Rules and, further, that its organization, structure, policies, bylaws, and/or operations must comply with the same, including but not limited to the following rules:

3.1 **Membership.** All Registered Participant Members of the Member Organization, as that term is defined by USA Hockey (meaning, in general, registered members of USA Hockey), must remain registered with USA Hockey for the Member Organization to remain in good standing with AAHA.

3.2 **Government of Member Organization.** The Member Organization agrees to comply with Arizona law with respect to the election of directors and/or officers. The Member Organization shall be entitled to elect representatives to the AAHA Board of Directors on an annual basis as more particularly set forth in the Member Rules.

3.3 **Financial Reports and Governance Documents.** Upon reasonable request by AAHA, Member Organization shall provide to AAHA an annual financial report of its ice hockey operations. Such reports shall remain confidential and will not be published by AAHA. The reports must disclose all dues and assessments paid to Member Organization. No individual member or officer of AAHA, its Board of Directors, or any of its committee or subcommittees, or any of their agents, shall be entitled to unilaterally view, inspect, or otherwise access such annual financial reports. AAHA shall ensure that appropriate safeguards are in place to ensure that no member or officer of AAHA, its Board of Directors, or any of its committee or subcommittee, or any of their agents, with a competing financial interest to Member Organization shall have any access to the annual financial reports. Member Organization shall provide to its members, teams, and other component parts and persons a copy of the Member Organization's governance documents, including but not limited to all bylaws, rules, regulations, etc. Copies of the Member Organization's governance documents shall be made available to AAHA upon reasonable request.

3.4 **Sanctioned Play.** Member Organization must comply with the requirements of USA Hockey and AAHA, as set forth in this Agreement and/or any Member Rules, including the requirement that Member Organization will only engage in "sanctioned" events, including but not limited to individual games and tournaments. The below guidelines regarding what constitutes sanctioned and non-sanctioned events are intended to be illustrative and are not intended to limit any other guidelines contained elsewhere in this Agreement or in any Member Rules:

- Associations, excepting disabled hockey, must adhere to the American Development Model ("ADM") and the Cross-Ice Hockey ("Cross-Ice") player development programs.
- All players, coaches, and on-ice officials of the Member Organization must be members of USA Hockey and AAHA.
- All teams of the Member Organization must be exclusively registered only with USA Hockey and AAHA (except special hockey teams may also register with the American Special Hockey Association).
- For a game, tournament, practice, or similar event to be sanctioned, all participants of the Member Organization and any opponent, including all players, coaches and on-ice officials, must be members of USA Hockey, and all teams must be sanctioned by AAHA or the applicable USA Hockey affiliate; or for Canadian teams, sanctioned by Hockey Canada. Should the Member Organization seek any exception to the foregoing, such exception must be specifically granted by the USA Hockey District Registrar for the Rocky Mountain District.
- Member Organization (including but not limited to all of its teams) may participate only in sanctioned events, and failure to do so may result in the denial of USA Hockey insurance coverage for any claims arising from such non-sanctioned event, putting the

Member Organization, its teams, players or participants at risk of not having insurance coverage for an injury suffered therefrom and potentially exposing the Member Organization to liability therefor; in addition, the Member Organization, its teams and responsible administrators and/or coaches may be subject to sanctions imposed by USA Hockey and/or AAHA.

- Associations are prohibited from maintaining teams that are not sanctioned as summarized above and as provided in the Membership Obligations.

3.5 **Review.** Each year, the Member Organization shall use its diligent efforts to review with each of its Registered Participant Members, amateur athletes, coaches, trainers, managers, other participants and members, administrators and officials (collectively, “Participants”), his or her responsibilities with respect to the Member Rules, and monitor their compliance with those responsibilities.

3.6 **Keep Information Current.** The Member Organization must keep AAHA up to date with the names of its current officers, their addresses, and their contact information.

3.7 **Distribution of Information.** The Member Organization must distribute to its Participants, as relevant for that person, information provided to the Member Organization by AAHA and USA Hockey.

3.8 **Representation at Meetings.** The Member Organization is strongly urged to have its representatives attend the meetings of AAHA.

3.9 **Equal Opportunity.** The Member Organization must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to Participants, to participate consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin.

3.10 **Dispute Resolution.** The Member Organization shall provide for the prompt and equitable resolution of ice hockey and related disputes involving its Participants, including fair notice and the opportunity for a hearing to any Participant before declaring such individual ineligible to participate, in accordance with the Member Rules and USA Hockey Bylaw 10. Member Organization may enact policies, procedures, and protocols for such dispute resolution provided that no such policy, procedure, or protocol is inconsistent with any express provision of the Member Rules or USA Hockey Bylaw 10.

3.11 **Insurance.** The Member Organization is covered by Directors and Officers and Crime insurance policies maintained by USA Hockey. The Member Organization retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name AAHA as an additional insured thereof. By purchasing and maintaining such additional coverage(s), AAHA does not assume, and indeed disclaims, any liability for any actions or omissions of the Member Organization or any Participant.

3.12 **Organizational Independence.** Nothing contained in this Agreement shall be deemed, constructed, or interpreted, either by the parties hereto or by any third party, to create the relationship of

principal and agent or to create any partnership, joint venture, or other association between or among the parties or any of their respective agents, employees, or representatives. Each party shall have the obligation to pay their own agents, employees, and representatives, including all applicable taxes, except as otherwise agreed herein. It understood that all member organizations are independent of one another and operate under separate and independent governance and operational leadership and infrastructure. The purpose of this Agreement is to simply ensure compliance with the federal mandate that USA Hockey shall be the oversight and regulatory body for the prescribed ice hockey activities in the United States, and to provide for a mechanism of enforcement of USA Hockey pronouncements and requirements. No legal relationship apart from this purpose is intended to be created by this Agreement.

3.13 **Abuse.** The Member Organization shall adopt policies prohibiting sexual and physical abuse as described in the USA Hockey SafeSport Program which meet the minimum criteria established by AAHA and USA Hockey (but subject to any contrary requirements contained in state or local law applicable to the Member Organization).

3.14 **Adoption.** Within 180 days of the date of this Agreement, the Member Organization shall incorporate the foregoing principles and any other applicable principles in any Member Rules into its bylaws and official policies. It shall be a condition of the continuation of the grant of association and Member Organization status contained herein for the Member Organization to deliver to AAHA, upon request, written proof of the adoption of same. If the Member Organization does not adopt the foregoing principles as required herein, it may lose its Member Organization status with AAHA and USA Hockey.

ARTICLE IV

TERM AND TERMINATION OF AGREEMENT

4.1 “Initial Season” shall mean September 1, 2_____, to August 31, 2_____.

4.2 The term of this Agreement shall be for the Initial Season unless earlier terminated by mutual agreement and shall thereafter automatically renew for successive one-year intervals unless notice of termination is given to the other party at least sixty (60) days prior to the end of the applicable term.

4.4 In the event that the Member Organization breaches any of the terms and conditions of this Agreement or any of the Member Rules, then AAHA shall have the right to impose sanctions and/or terminate this Agreement and the status herein granted to the Member Organization, subject to a hearing before the Board pursuant to all applicable rules, policies, procedures, protocols and bylaw of AAHA and USA Hockey. Prior to any such hearing AAHA may require that Member Organization meet and confer with AAHA for purpose informally discussing resolution of the involved breach(es). In the event of a request by AAHA to meet and confer with Member Organization, the latter shall be required to participate in good faith at the time and location prescribed by AAHA.

4.5 In the event that AAHA breaches any of the terms and conditions of this Agreement, then the Member Organization shall have the right to terminate this Agreement and the status herein granted upon written notice, subject to a thirty (30) day right to cure by AAHA.

4.6 The provisions of Section 2.1(B) shall survive the expiration or termination of this Agreement for any reason.

5.7 **Governing Law.** The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Arizona. Except to the extent such dispute may be subject to a more particular dispute resolution procedure under any of the Member Rules, the parties agree that in the event any judicial action is commenced, venue shall be in a court of competent jurisdiction located in Maricopa County, Arizona.

5.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this provision.

5.9 **Construction.** The parties mutually acknowledge that this Agreement has been reviewed by the parties hereto and the parties have had a full opportunity to negotiate the contents hereof. This Agreement shall be deemed drafted equally by all the parties hereto, the language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and the parties hereby expressly waive any common law or statutory rule of construction that ambiguities should be construed against any party.

5.10 **Authority.** Each party hereby covenants and warrants to the other that: (i) it is duly organized or otherwise established or formed and validly existing under the laws of its state of organization, establishment, or formation; (ii) it has full power and authority to enter into this Agreement and to perform all of its obligations hereunder; (iii) each person (and all of the persons if more than one signs) signing this Agreement on its behalf is duly and validly authorized to do so; and (iv) no consent of any third party is required for the execution and delivery by it of this Agreement or for the performance of its obligations hereunder.

By affixing their signatures below, the parties mutually certify that they have carefully read this Agreement and fully understand it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

ARIZONA AMATEUR HOCKEY ASSOCIATION
an Arizona non-profit corporation,

By: _____

Its: _____

MEMBER ORGANIZATION:

(Organization Name)

By: _____

Its: _____