

MID AMERICAN DISTRICT HOCKEY, INC.
ASSOCIATION MEMBERSHIP AGREEMENT

THIS ASSOCIATION MEMBERSHIP AGREEMENT is being entered into as of _____, 2025, by and between Mid American District Hockey Inc., a corporation organized under the laws of the State of Indiana (“**Mid Am**”), and:

(Name of Association)

(Address)

(Town, State and Zip Code)

a _____ (corporation, LLC, etc.) organized under the laws of the State of _____ (“**Association**”).

RECITALS

A. Whereas, Mid Am is the sole Affiliate of USA Hockey, Inc. (“**USA Hockey**”) for the states of Indiana, Ohio, Kentucky, West Virginia, and Pennsylvania, 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; and

B. Whereas, the Association wishes to be a Member of Mid Am and thereby associate itself with Mid Am and USA Hockey in the interest of developing and administering the sport of amateur ice hockey in which you operate, subject and pursuant to the Purposes, Policies, Bylaws, Rules and Regulations, Playing Rules, Applicable Rules, and the decisions of the respective Board of Directors of Mid Am (the “**Board**”) and of USA Hockey, as the foregoing may be revised from time to time in the respective Mid Am and of USA Hockey Annual Guide, websites and associated media (collectively, the “**Membership Obligations**”);

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, Mid Am and the Association agree as follows:

ARTICLE I
MEMBERSHIP IN MID AM

1.1 In requesting and maintaining membership in Mid Am, the Association agrees that: (i) its principal base of operation is within the boundaries of the boundaries of Mid Am (ii) it will observe and abide by the Membership Obligations; and (iii) its operations shall be limited to its Classification (Restricted or Unrestricted, as defined below) and Level (as defined under the Mid Am Membership Obligations) as confirmed by the Board. Based upon the foregoing, Mid Am hereby grants to the Association, subject to the limitations contained in this Agreement and in

compliance with the Membership Obligations, the right to promote USA Hockey and Mid Am sanctioned ice hockey including formation of a team or teams actively engaged in ice hockey and related amateur ice hockey activities. This grant of authority specifically includes the right to:

A. Engage in the sport of ice hockey as an association and Member of Mid Am, 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 an association and Member of Mid Am as set forth in the Membership Obligations;

C. Assess and charge a reasonable membership fee to join the Association, in addition to the Mid Am and USA Hockey fees;

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

1.2 Mid Am hereby agrees that it will accept and recognize those individuals and teams within the Association's membership and operations, which hold and continue such membership and are in good standing with the Association and with Mid Am. Mid Am agrees to cooperate with and assist the Association in the administration of the play of the sport of amateur ice hockey within the Association's Level and Classification, when such cooperation and assistance is deemed necessary and/or advisable by the Association and Mid Am. Mid Am agrees that the Association is entitled to participate with any other Mid Am association and their teams within the Mid Am, and in the other Districts of USA Hockey so long as same is in compliance with the Membership Obligations.

1.3 This Agreement establishes certain obligations of, and grants certain rights to the Association. The Association acknowledges that it is and shall remain a separate entity from Mid Am, with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in the Membership Obligations and in this Agreement.

ARTICLE II PRIMARY OBLIGATIONS OF THE ASSOCIATION

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

A. Preeminence of Mid Am and USA Hockey. The Association and its component parts and persons shall abide by and act in accord with the Membership Obligations and this Agreement, which shall take precedence over and supersede all other governing documents and/or decisions of the Association. The Association shall assist in the administration and enforcement of the Membership Obligations with respect to its members, teams and other component parts and persons.

B. Indemnity. The Association shall indemnify and hold harmless Mid Am, its Board, committees and each member thereof, and all other elected, appointed, employed or volunteer representatives of Mid Am, from and against any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising directly or indirectly from or

relating to the acts and omissions of the Association, except to the extent that: (i) Mid Am or its aforesaid representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default, or (ii) such acts or omissions were the direct result of compliance with the Membership Obligations. Further, the Association understands and acknowledges that Mid Am and its aforesaid representatives have agreed to perform their duties and services upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision.

C. Cooperation. Mid Am shall reasonably cooperate with the Association 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 require Mid Am to incur any out-of-pocket expense not reimbursed by the Association.

ARTICLE III ADDITIONAL REQUIREMENTS FOR COMPLIANCE BY THE ASSOCIATION

The Association hereby understands and agrees that it must comply with the Membership Obligations and that its organization, structure, policies, bylaws and/or operations must reflect and shall not violate the same. In particular, the Association shall comply with the following:

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

3.2 Sanctioned Play. The Association must comply with the requirements of USA Hockey and Mid Am that it only engage in "sanctioned" events, including but not limited to individual games and tournaments. Some guidelines regarding what constitutes sanctioned and non-sanctioned events include, but are not limited to, the following:

- Associations excepting disabled hockey must adhere to the American Development Model ("**ADM**") and player development programs (see the USA Hockey Annual Guide and websites for additional information)
- All players, coaches and on-ice officials of the Association must be members of USA Hockey and Mid Am
- All teams of the Association must be exclusively registered only with USA Hockey and Mid Am (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 Association and any opponent, including all players, coaches and on-ice officials, must be members of USA Hockey, and all teams must be sanctioned by Mid Am or the applicable USA Hockey affiliate; or for Canadian teams, sanctioned by Hockey Canada. Should the Association seek any exception to the foregoing, such exception must be specifically granted by the USA Hockey District Registrar for the Mid Am District
- The Association (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 Association, its teams, players or participants at risk of not having insurance coverage for an injury suffered there from and potentially exposing the Association to liability therefor; in addition, the Association, its teams and responsible administrators and/or coaches may be subject to sanctions imposed by USA Hockey and/or Mid Am
- Associations are prohibited from maintaining teams that are not sanctioned as summarized above and as provided in the Membership Obligations.

3.3 Review. Each year, the Association 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 Mid Am Membership Obligations, and monitor their compliance with those responsibilities, giving particular attention to the following:

3.4 Keep Information Current. The Association must keep the Secretary of Mid Am up to date with the names of its current officers, their addresses, and their contact information. The Association must assure that it has representatives designated as its Hockey Director, ADM Coordinator, and SafeSport Coordinator.

3.5 Distribution of Information. The Association must distribute to its Participants, as relevant for that person, information provided to the Association by Mid Am and USA Hockey.

3.6 Representation at Meetings. The Association is strongly urged to have its representatives attend the Annual Meeting of Mid Am.

3.7 Equal Opportunity. The Association 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.

3.8 Dispute Resolution. The Association 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 USA Hockey Bylaw 10 and Mid Am Bylaws.

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

3.10 501(c)(3) Status. Mid Am recommends, but does not require, that the Association be organized as a not-for-profit corporation and obtain and maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

3.11 Safe Sport. The Association shall adopt policies prohibiting sexual and physical abuse as described in the USA Hockey SafeSport Program which meet the minimum criteria established by Mid Am and USA Hockey (but subject to any contrary requirements contained in state or local law applicable to the Association).

3.12 Adoption. Within 180 days of the date of this Agreement, the Association shall incorporate the foregoing principles set forth in Articles II and III of this Agreement into its bylaws and official policies. It shall be a condition of the continuation of the grant of association and Member status contained herein for the Association to deliver to Mid Am, upon request, written proof of the adoption of same. If the Association does not adopt the foregoing principles as required herein, it may lose its Membership and Association good standing status in Mid Am and USA Hockey.

ARTICLE IV
TERM OF AGREEMENT

Unless terminated for breach as hereinafter provided, the term of this Agreement, as such may be amended from time to time pursuant to the provisions of this Agreement, shall be for one year, from September 1 to August 31.

ARTICLE V
BREACH

5.1 In the event that the Association shall breach any of the terms and conditions of this Agreement, or any of the Membership Obligations (which are incorporated into this Agreement by reference), then Mid Am shall have the right to impose sanctions and/or terminate this Agreement and the status herein granted to the Association, subject to a hearing before the Board pursuant to the Dispute Resolution provisions contained in this Agreement and a 30-day right of the Association to cure and the acceptance of such cure by Mid Am. The Board shall hear and determine whether there has been a breach of any term or condition of this Agreement,

5.2 In the event that Mid Am shall breach any of the terms and conditions of this Agreement, then the Association shall have the right to terminate this Agreement and the status herein granted, subject to a 30-day right to cure.

5.3 The provisions of Section 2.1B shall survive any termination of this Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 Notice. Any notice or other communication in connection with or arising out of this Agreement, shall be in writing and shall be delivered personally by hand or overnight courier; emailed; or mailed certified or registered, return receipt requested, postage prepaid. Each party hereby designates the following official representative to whom notice should be given:

- For Mid Am: Its current President, Secretary, and the applicable Vice President of the Section governing the Association
- For the Association: Its current President and Registrar (as provided to Mid Am by the Association, or otherwise known to Mid Am)

6.2 Amendment. This Agreement may be unilaterally amended by Mid Am if such amendment is made in a substantially uniform manner to all of Mid Am's Membership Agreements, either through a vote of the Board or by a vote of Mid Am's Membership at an Annual Meeting duly held pursuant to the Mid Am Bylaws. Otherwise, this Agreement may be amended if, and only if, such amendment is in writing and signed by both of the parties hereto.

6.3 Assignment. This Agreement may not be assigned by operation of law or otherwise.

6.4 Waiver. No provision of this Agreement shall be deemed waived by a party hereto unless such waiver is in a writing signed by such party. The waiver by a party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy of a party upon any default by the other shall impair such right or remedy or be construed as a waiver.

6.5 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. In the event that any provision is declared illegal or void by a court of competent jurisdiction, then the provision so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining provisions shall remain in full force and effect throughout the entire term hereof.

6.6 Entire Agreement. This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings, written or oral, by and between the parties hereto.

6.7 Governing Law. This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the Indiana without regard to the conflict of laws principles thereof. Any disputes that arise hereunder are subject to the dispute resolution procedures contained in USA Hockey Bylaw 10, and any appeal there from shall be subject to USA Hockey Bylaw 10. In the event of recourse to the courts, the parties hereto irrevocably submit to the jurisdiction of the courts of the Indiana and the Federal courts of the United States of America of the interpretation and enforcement of the provisions of this Agreement. Construction of this Agreement shall be made pursuant to Mid Am Bylaw.

6.8 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.

6.9 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.

ARTICLE VII
USA HOCKEY MEMBER PROGRAM AGREEMENT TO ADOPT AND COMPLY WITH SAFE SPORT
PROGRAM (2025-26 SEASON)

Member Program agrees that its membership in the Affiliate and sanctioning by USA Hockey are conditioned on the following (the meaning of capitalized terms herein will be consistent with their respective definitions in the Safe Sport Program Handbook):

1. Compliance with Safe Sport Program. Member Program is required to implement, comply, and monitor compliance with the USA Hockey Safe Sport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport (the “Center for SafeSport”), and the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017 and the Empowering Olympic, Paralympic, and Amateur Athlete Act of 2020, each as amended and/or as may be amended while this Agreement is in effect. Copies of the USA Hockey Safe Sport Program Handbook may be found at www.usahockey.com/safesportprogram, and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at www.uscenterforsafesport.org.

2. SafeSport Training. Member Program agrees that SafeSport Training shall be required for the following categories of Adult Participants as a condition of their participation in such role (note that USA Hockey may modify these requirements from time to time as it deems appropriate):

- (i) All Member Program board members, hockey directors and other program staff as well as any Member Program Administrators who have Regular Contact with or Authority¹ over amateur athletes who are minors;
- (ii) Coaches;
- (iii) Team managers;
- (iv) Locker room monitors;
- (v) Team drivers who will have Regular Contact with or Authority over amateur athletes who are minors;
- (vi) Travel chaperones;
- (vii) Personal Care Assistants;
- (viii) Other persons whose position with a USA Hockey, an Affiliate or Member Program allows them to have Regular Contact with or Authority over amateur athletes who are minors.
- (ix) Hockey players seventeen (17) or over on or before December 31 of playing season in age classifications with amateur athletes who are minors; and
- (x) Officials/referees who are or will be seventeen (17) years old or older as of December 31 of that registration season.

SafeSport Training is valid for 12 months. All persons specified above must complete training prior to having have Regular Contact with or Authority over amateur athletes who are minors and must complete the next applicable SafeSport course every 12 months following completion of the previous course. A person with expired training shall be ineligible to participate as a coach, official, administrator, volunteer, employee or in any role where they have Regular Contact with or Authority over amateur athletes who are minors, until they have completed the requisite SafeSport Training.

3. Background Checks. All Adult Participants in categories (i) through (viii) and all adults in

category (x) above shall also complete a background screen in accordance with USA Hockey's Background Screen Policy. **Note:** officials between the ages of 14 and 17 who live in or expect to work in Pennsylvania must also meet certain state law-imposed background screening requirements.

4. Adoption of Required Policies. Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the rules regarding One-on-One Interactions, as well as the Locker Room, Athletic Training Modalities, Social Media and Electronic Communications, Transportation/Lodging and Billeting Policies as set forth in the USA Hockey Safe Sport Program Handbook.

5. Required Reporting. Member Program agrees that it shall adopt, maintain and enforce policies that require (a) those adults in its program that are registered with USA Hockey, and (b) those adults authorized by Member Program to a position that will have Regular Contact with or Authority over amateur athletes who are minors, to report:

- (i) actual or perceived violations of the USA Hockey Safe Sport Program Handbook,
- (ii) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats, Harassment or Hazing Policies, and
- (iii) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey Safe Sport Program.

¹ For the purposes of this Agreement, the term "**Regular Contact**" means ongoing interactions within a 12-month period wherein an Adult Participant is in a role of direct and active engagement with any Minor Athlete. The term "**Authority**" means one person's position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person. A "**Minor**" refers to a person under the age of 18.

Member Program agrees that, should it become aware of any such violation(s), it will report as required by the USA Hockey Safe Sport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any Adult Participant is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that Sexual Misconduct has occurred, the Adult Participant shall immediately report the incident to the Center for SafeSport. If an Adult Participant has reason to believe that a child has suffered an incident of Child Abuse, including sexual abuse, the Adult Participant shall as soon as possible make a report of the suspected abuse to the Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of Sexual Misconduct or child physical or sexual abuse allegations as a condition for or prior to reporting their concerns.**

6. No Retaliation. Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who reports a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey Safe Sport Program and grounds for disciplinary action and may also be subject to civil or criminal proceedings.

7. Member Program Reporting to Affiliate. Member Programs shall promptly (and on no less than a monthly basis) provide the Affiliate Safe Sport Coordinator with notice of any alleged violations of Safe Sport policies and shall promptly advise the Affiliate Safe Sport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey Safe Sport

Policies or the Safe Sport Program Handbook.

8. Submission to Jurisdiction of the Center for SafeSport and Enforcement of Sanctions or Discipline. Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the Center for SafeSport. Notwithstanding the jurisdiction of the Center for SafeSport, prior to the Center for SafeSport expressly exercising such jurisdiction, Member Program retains the authority to address any allegations of sexual abuse or misconduct on an interim/temporary basis, including through the issuance of a summary suspension pursuant to the disciplinary process as described in Bylaw 10 in USA Hockey’s Annual Guide. Upon the Center for SafeSport’s exercise of jurisdiction, any temporary suspension, discipline, or other measures previously imposed by Member Program will remain in effect unless and until the Center for SafeSport modifies those measures. Once the Center for SafeSport exercises jurisdiction over particular allegations regarding a particular participant, Member Program may not issue a new suspension in response to those allegations. However, Member Programs may still put in place any necessary safety plan(s) or interim measure(s) short of a suspension. Upon the issuance by the Center for SafeSport, USA Hockey or Affiliate, of any disciplinary measures, eligibility decisions or other sanctions, Member Program agrees to enforce such suspension, measures or other sanction within its program.

9. Compliance Certification. Member Program shall at least annually, or more often if required by the Affiliate, report and provide information as required or requested to the Affiliate and/or Affiliate Safe Sport Coordinator regarding the Member Program’s compliance with the USA Hockey Safe Sport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the Affiliate and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless Affiliate or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless Affiliate or Member Program provide advance written notice of its termination effective as of the following 31st of August.

On behalf of the Member Program, the undersigned certifies that I am authorized by the Member Program to agree to the terms above and to submit this Member Program Agreement to Affiliate and USA Hockey as a condition of sanctioning by USA Hockey and membership in the Affiliate.

Member Program Name: _____	Acknowledged and Received by Affiliate:
Signature: _____	_____
Print Name: _____	Signature: _____
Title: _____	Print Name: _____
	Title: _____