

MID AMERICAN DISTRICT HOCKEY, INC.
ASSOCIATION MEMBERSHIP AGREEMENT

THIS ASSOCIATION MEMBERSHIP AGREEMENT is being entered into as of _____, 20__ , 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)

(Street Address)

(Town, State and Zip Code)

a _____ (corporation, LLC, etc.) organized under the laws of the State of _____ (the “**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 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, and thereafter shall be automatically renewed for successive one-year terms.

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: It's current President, Secretary, and the applicable Vice President of the State governing the Association
 - For the Association: It's 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.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized respective representatives as of the date first set forth above.

**MID AMERICAN DISTRICT
HOCKEY, INC.**

USA HOCKEY ASSOCIATION NUMBER

By: Lori Billings

By: Paul M Day

Name: _____

Name: _____

Title: _____

Title: _____

Rev: June 22, 2024

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