

Southern Amateur Hockey Association

MEMBERSHIP APPLICATION AGREEMENT

As a Member Association of USA Hockey and the Southern Amateur Hockey Association (SAHA), we, _____ (The Member Association), agree to be bound by the Bylaws; Policies and Procedures; and Rules and Regulations of USA Hockey and SAHA including but not limited to the following:

PREEMINENCE

The Member Association shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of SAHA and USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Member Association.

Further, the Member Association (i) shall assist SAHA and USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of SAHA and USA Hockey, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of SAHA and USA Hockey:

SPORTSMANSHIP

Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will 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 game.

PURSUANT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS

Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

ENJOYMENT

It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

LOYALTY

We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

TEAMWORK

We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

Nothing contained herein, however, shall be construed to delegate the duties or responsibilities of the Member Association to SAHA or USA Hockey, its officers, directors, agents or employees, nor shall this provision be construed to prevent the Member Association from implementing rules, policies and procedures which may be more stringent than those of SAHA and USA Hockey providing such rules, policies or procedures do not conflict with those of SAHA and USA Hockey.

MEMBERSHIP

The Member Association shall by virtue of their membership in SAHA and USA Hockey, shall require all participant members of The Member Association to be registered members in good standing with USA Hockey.

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INDEMNIFICATION

The Member Association shall indemnify and hold harmless SAHA and USA Hockey, the Board of Directors of SAHA, USA Hockey and each member thereof, the Standing Committees of SAHA, USA Hockey and each member thereof, the committees of SAHA, USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of SAHA and USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Member Association, except to the extent (i) that SAHA, USA Hockey or its aforescribed representative caused such claims, liability, judgments, costs, attorneys fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules, and Regulations, Playing Rules, or decisions of the Board of Directors of SAHA and USA Hockey.

The Member Association understands and acknowledges that SAHA, USA Hockey and its aforescribed representatives have assumed each assignment, function, office or capacity upon the express understanding, agreement, and condition that they may be so indemnified and held harmless to the extent described by the SAHA and USA Hockey Bylaws.

SAHA shall reasonably cooperate with the Member 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 SAHA to incur any out-of-pocket expense not reimbursed by the Member Association.

DISCIPLINE/DISPUTE RESOLUTION; SUSPENSIONS

The Member Association shall by virtue of their membership in SAHA and USA Hockey, adopt USA Hockey Bylaw 10 as the sole and exclusive remedy for the prompt and equitable resolution of disputes of its individual members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate, provided, however, that such procedures may permit suspensions without a hearing for nonpayment of fees due to the Member Association or as allowed under Bylaw 10 D. Exclusions from Unified Procedure. Member Associations shall cooperate with duly appointed representatives of SAHA in administering and enforcing suspensions or other disciplinary action under (1) SAHA's Bylaws and (2) SAHA's procedures for match penalty hearing assessments.

INSURANCE

The Member Association agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy and the Directors and Officers and Crime insurance policy maintained by USA Hockey. USA Hockey shall inform /the Member Association of the limits of that policy, and of the changes to those limits which may be made by USA Hockey at its sole prerogative. The Member Association retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name USA Hockey as an additional insured thereof. By purchasing and maintaining the aforementioned insurance policies, USA Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of Affiliate.

USA HOCKEY POLICIES

The Member Association agrees to adopt and observe the USA Hockey SafeSport Policy which includes but is not limited to Sexual Abuse, Physical Abuse, Emotional Abuse, Bullying, Threats and Harassment, Hazing, Locker Room Policy, Electronic Communications Policy, Travel Policy, Billeting Policy; Zero Tolerance, Consumption/Use/Abuse of Mood Altering Substances and other such polices as they are adopted, currently exist or may hereafter be amended.

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SAFESPORT

The Member Association agrees to execute the USA Hockey Member Program Agreement to Adopt and Comply with SafeSport Program.

CERTIFICATE OF GOOD STANDING

The Member Association must provide a certificate of good standing or other certification as provided by the legal jurisdiction in which the Member Association is incorporated and/or legally established.

FEES

The Member Association must ensure each constituent participant member reasonable information relating to utilization of fees charged for participation in the Association.

VOTING

Member Association's governing documents and/or operating procedures shall clearly define the method of electing Association representatives as applicable.

TERM

The term this Agreement, shall be for one (1) year, from September 1st to August 31st and may be renewed annually thereafter at the discretion of SAHA and/or USA Hockey, unless (i) either party shall notify the other of an intention to terminate the relationship herein created no less than sixty (60) days prior to the end of the term provided for above or (ii) earlier terminated for breach as hereinafter provided.

BREACH

In the event that The Member Association shall breach any of the terms and conditions of this Agreement, or any of the Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of SAHA or USA Hockey (which provisions are incorporated herein by this reference as though fully set forth herein), then SAHA and/or USA Hockey shall have the right to impose sanctions pursuant to Bylaw 10 of USA Hockey's Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate.

In the event that SAHA and/or USA Hockey shall breach any of the terms and conditions of this Agreement, then The Member Association shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

MISCELLANEOUS

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between USA Hockey, SAHA and The Member Association:

Notice

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving USA Hockey and Affiliate as provided for in this Agreement:

SAHA

Affiliate President
3520 Piedmont Road
Atlanta, GA 30305

The Member Association

Attention:

Southern Amateur Hockey Association

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Amendment

This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification or amendment is in writing, and signed by both parties hereto.

Severability

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

Entire Agreement

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

Governing Law

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Georgia.

The undersigned representative of _____ represents that he/she has the authority to sign this agreement and as a condition of membership in Southern Amateur Hockey Association agrees to comply with all Bylaws; Policies and Procedures; and Rules and Regulations of Southern Amateur Hockey Association (SAHA) and USA Hockey.

Southern Amateur Hockey Association

The Member Association

Signature

Signature

Printed Name

Printed Name

Title

Title

Email

Email

Telephone

Telephone

Date

Date

All pages of this agreement must be initialed or signed as appropriate and returned as instructed to the SAHA Executive Committee.