

## CORPORATE MEMBERSHIP AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants and agreements set forth below, we (hereinafter “The Corporate Member”) agree that:

1. **Membership Rights.** The United States Lifesaving Association (hereinafter “USLA”) hereby grants membership rights and benefits as set forth herein, for a one year period (the “Membership Term”) upon the receipt of the full Membership Fee by USLA.
2. **USLA’s Responsibility.** USLA shall be responsible for all aspects of USLA events and functions, including by way of example and not limitation, organization, scheduling, administration, promotion, and management.
3. **Advertising and Approval Process.**
  - 3.1 USLA shall not use “The Corporate Member’s” trademarks, logos, or designs absent specific request and permission of “The Corporate Member”, except that it may elect, in its sole discretion, to include “The Corporate Member” in a list of members on its website, in electronic communications, and in printed material.
  - 3.2 USLA has an interest in maintaining and protecting the image and reputation of its name, logo, designs, trademarks and other forms of identification, whether registered or not (collectively, the “USLA Identification”), and thus the USLA Identification must be used in a manner consistent with the Membership Obligations set forth below.
4. **Membership Fee.** “The Corporate Member” agrees to pay USLA a sum of \$500 (the “Membership Fee”) to secure and maintain its membership for the Membership Term.
5. **Membership in Perpetuity.** “The Corporate Member” may elect to extend this agreement for an additional Membership Term by paying to USLA a sum of \$500 prior to the end of the ongoing Membership Term. In this case, “The Corporate Member” is not required to execute a new Corporate Membership Application.
6. **Membership Benefits.**
  - 6.1 “The Corporate Member” will receive recognition as a corporate member of USLA through name identification in USLA collateral materials including a logo ID and hotlink to “The Corporate Member” on USLA’s website.
  - 6.2 USLA agrees that “The Corporate Member” may identify itself as a USLA Corporate Member in its own advertising and literature. For example, “The Corporate Member” may list itself as a “Corporate Member of the United States Lifesaving Association”.
  - 6.3 USLA agrees that “The Corporate Member” may display USLA’s trademark Registration No. 1,574,443 next to USLA’s name when identifying itself as a corporate member.

7. **Membership Obligations.** “The Corporate Member” agrees to abide by the following terms and conditions when identifying itself as a USLA Corporate Member:

7.1 Any use of the USLA Identification shall only be for a purpose consistent with USLA’s purpose and principles.

7.2 Any use of the USLA Identification shall be expressly defined and limited by the specific covenants and restrictions set forth in this Agreement.

7.3 The USLA Identification must only be shown in the best light and in a way that reflects positively on USLA.

7.4 USLA is the sole owner of its trademarks, including but not limited to Registration Nos. 1,574,443; 3,643,488; 3,666,184; 3,666,185.

7.5 “The Corporate Member” shall not register any USLA trademark or any variation thereof.

7.6 When using Registration No. 1,574,443, the appropriate trademark symbol must be used (®) and the trademark must be properly spelled. In addition, no variations or alterations of this trademark may be made for any purpose. This includes all words in the trademark, such as “United States Lifesaving Association”.

7.7 The USLA Identification shall not be used in a disparaging fashion.

7.8 The USLA Identification or any variation or alteration thereof may not be used as a domain name.

8. **Warranties.** “The Corporate Member” hereby represents and warrants to USLA that (a) it is free to enter into this Agreement and to grant the rights herein granted above without violating the rights of any third party; and (b) it is not subject to any obligation which will or might hinder or prevent the full completion and performance by “The Corporate Member” of all of the covenants and conditions to be kept and performed by “The Corporate Member” hereunder.

9. **Indemnification.** “The Corporate Member” shall indemnify, defend and hold harmless USLA from any liability, damages, or claims and expenses which arise from or relate to “The Corporate Member’s” acts or failures to act under this Agreement, including attorney’s fees and costs, sustained or incurred by USLA, resulting from: (a) breach of “The Corporate Member’s” covenants, warranties and representations under section 8; (b) the defamation of any firm, person, or corporation caused in part (unless also resulting from USLA and/or persons under the direction or control of USLA) or in whole by “The Corporate Member” and/or persons under the direction or control of “The Corporate Member”; (c) “The Corporate Member’s” failure to perform any of its obligations under this agreement; and (d) all claims, losses and damages of any kind or nature sustained by any person or entity arising from acts of commission or omission of “The Corporate Member”.

10. **Termination.** The Corporate Membership, as well as all rights and privileges granted to “The Corporate Member” hereunder, may be terminated at any time at the sole discretion of

USLA. If USLA elects to terminate the Corporate Membership before the end of the Membership Term, "The Corporate Member" shall receive a pro rata refund of the Membership Fee paid at the time of termination.

11. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration held in the State of California and conducted in accordance with the Arbitration Rules of the American Arbitration Association by a single arbitrator agreed upon by the parties or, failing any such agreement, appointed in accordance with such rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

12. **Choice of Law**. This Agreement shall be governed by and construed and interpreted according to the laws of the State of California.

13. **Miscellaneous**.

13.1 Service of all notices under this Agreement shall be sufficient if given personally, sent by email with confirmation, or sent by overnight courier, prepaid, to the following addresses:

**To USLA:**  
United States Lifesaving Association  
P.O. Box 366  
Huntington Beach, CA 92648  
Attn: President  
president@usla.org

**To "The Corporation":**  
Address identified above  
in the foregoing Corporate  
Membership Application Form  
Attn: Representative Member

13.2 No party shall have the right to assign or otherwise transfer this Agreement or its rights or obligations hereunder to any third party, without the prior written consent of the other parties, which consent may be withheld in each such party's sole discretion. Without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and each and all of their respective permitted successors, assigns and representatives.

13.3 The parties agree that the terms and conditions of this Agreement are confidential and shall not be publicly disclosed by either party unless such party is under a legal obligation to disclose such information.

13.4 This Agreement constitutes the complete agreement of the parties hereto on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements or representations, written or oral. This Agreement may not be amended except by a written instrument signed by both parties hereto and expressly declared to be an amendment or modification thereof. The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.