



# 2024 USA LACROSSE NATIONAL CELEBRATE LACROSSE WEEK PICK UP & PLAY CLINIC AGREEMENT

## IMPORTANT DUE DATES

1. June 24, 2024: Execution of this Agreement.  
To complete the Agreement, make sure you have: (1) site director's contact information and (2) shipping address (must be residential)
2. September 10, 2024: Coach Roster and USA Lacrosse Bronze Certification Level proof of completion.
3. September 10, 2024: Venue and Event Submission information.  
*(Failure to meet deadlines will jeopardize participation.)*

This 2024 USA LACROSSE Pick Up & Play Clinic Agreement (the "Agreement") by and between USA Lacrosse, Inc. d/b/a USA LACROSSE, a Maryland nonprofit corporation ("USA LACROSSE"), and Host Organization/Site Director (collectively, the "Host").

WHEREAS, USA LACROSSE hereby desires to grow lacrosse throughout the United States, as a governing body of the sport.

WHEREAS, Host hereby desires to conduct a Pick Up & Play Clinic ("Clinic") during the annual USA LACROSSE *National Celebrate Lacrosse Week*, dates November 2, 2024 – November 10, 2024.

NOW THEREFORE, in consideration of the Recitals, Host Organization hereby agrees to the following terms and conditions herein:

## I. PRE-CLINIC REQUIREMENTS

### A. Selection of Site Director

Host shall appoint a Site Director (point of contact), to be approved by USA LACROSSE. As the Host and superior respondent of the Site Director, the Host shall be held liable for the actions of the selected Site Director at all times during the Clinic.



## B. Selection of Coach

Host shall submit, no later than **September 10th, 2024**, to USA LACROSSE, the names of the individuals assisting with the Clinic on the field (“Coaches”) along with their USA LACROSSE membership ID numbers. Coach to Player ratio shall be: 10 athletes to 1 Adult Coach aged 18 and older. Coach requirements:

1. Any coaches aged 18 and older must be current coach members in good standing of USA LACROSSE (completion of Bronze Level Certification). (“Adult Coach”)
2. Any Junior Coach assistants (defined as those helping with the Clinic under age 18) must be designated as a current coach member in good standing.
3. Coaches shall meet with Host/Site Director at least 7 business days prior to the Clinic to review the curriculum, Abuse Prevention standards, schedule, activities, and station assignments.

## C. Host Requirements

1. **Mandatory Clinic:** USA Lacrosse shall be required to Host a clinic during USA LACROSSE *National Celebrate Lacrosse Week*, during the dates November 2, 2024 – November 10, 2024.
2. **No Sponsorship Permitted:** Host Organization shall not have the authority to enter into any sponsorship agreements that would grant any rights with respect to the Clinic itself.
3. **Clinic Insurance:** Insurance is provided through the USA LACROSSE Member Program/League 100% membership General Liability coverage through WTW. Host may or may not, at their own discretion, obtain additional Insurance.
4. **Participant Registration:** Host shall only utilize USA LACROSSE provided registration platform for pre-registered and day of Clinic walk up registrants.

Host shall receive Participants’ information, including their name, contact information, health issues, to name just a few; information that is pertinent to know prior to the clinic. Host agrees that this information shall solely be used for future communication about Lacrosse based programming.

5. **Residential Shipping Address:** In order to ensure delivery of Kit:

- a. Provide a valid residential shipping address (vs. a business address). Failure to do so may result in lost or misdirected shipments.
  - b. USA LACROSSE will coordinate shipments from manufacturers within a timely fashion, to the best of our ability.
  - c. The Kit may come in multiple packages and on multiple dates.
  - d. Host, upon receipt of the Kit shall check the contents of the Kit immediately, which shall include a pre-determined number of:
    - **\*Unified Lacrosse Clinic Sticks**
    - **\*Low Weight Lacrosse Balls**
    - **\*USA Lacrosse Branded Shot Blocker**
    - **USA Lacrosse Member Organization Insurance**
    - **USA Lacrosse Registration Portal for Participants**
    - **Pick Up & Play Clinic Curriculum**
    - **Host Marketing Toolkit**
    - **USA Lacrosse National Marketing Support**
    - **Guidance from USA Lacrosse National Celebrate Lacrosse Week Team**
- \*First Time Hosts Only**

## 6. Anti-Harassment and Discrimination Policy

The Host agrees that the health and safety of the Clinic participants is important. Thus, the Host agrees to review and abide by the [USA LACROSSE Anti-Harassment and Discrimination](#) guidelines.

## 7. Native American Mascot USA LACROSSE Policy

USA LACROSSE shall have the authority to cancel the Clinic should the [Native American Mascot Policy](#) be violated.

## II. DAY OF CLINIC REQUIREMENTS

### A. Host Day of Clinic Duties

1. Ensure the Clinic adheres to the best practices and guidelines provided in the Clinic curriculum, provided by USA LACROSSE and the terms herein.
2. Be responsible for overseeing and ensuring positive interactions between coaches and participants.



3. Shall not charge a registration fee for youth participants.
4. Shall display USA LACROSSE signage in a prominent location at the Clinic site. Such signage is provided by USA LACROSSE as part of the Pick Up & Play Kit.
5. Shall receive and ensure the safe arrival and usage of the equipment in the Pick Up & Play Kit to the Clinic and the collection of such equipment at the end of the Clinic.
6. Shall only permit the use of low weight lacrosse balls, such as pinky balls, or tennis balls. The Host is prohibited from using any regulation weight lacrosse balls (i.e. Swax Lax balls) during the Clinic.

#### **B. Pick Up & Play Kit Distribution**

Host shall ensure the Pick Up & Play Kit is on site at the Clinic in a timely manner and secure.

#### **C. Loaned Sticks and Collection Requirements**

Host shall ensure each participant shall receive a stick to **borrow** at the start of the Clinic and ensure each participant shall **return** the borrowed stick at the end of the Clinic.

**HOST SHALL BE RESPONSIBLE FOR THE COLLECTION OF STICKS. HOST ACKNOWLEDGES THAT SUCCESS OF FUTURE PROGRAMS CAN BE JEOPARDIZED WHEN STICKS ARE NOT COLLECTED, WHICH ULTIMATELY, SHALL HAVE A NEGATIVE IMPACT ON THE FUNDING FOR THE CLINIC/PROGRAM IN FUTURE YEARS. IT IS THE HOST'S RESPONSIBILITY TO ENSURE ALL THEIR COACHES AND PARENTS ARE FULLY AWARE THE STICKS ARE MERELY ON LOAN, FOR THE HOURS OF THE CLINIC.**

### **III. POST-CLINIC REQUIREMENTS**

#### **Host Post-Clinic Duties**

1. USA Lacrosse National Celebrate Lacrosse Week:
  - a. Complete post-Clinic Survey within fourteen (14) days after the 2024 National Celebrate Lacrosse Week Pick Up & Play Clinic.
  - b. Number of participants in attendance and number of walk-up registrants.

### **IV. OPTIONAL POST-CLINIC ACTIVITIES**



USA Lacrosse encourages the usage of the loaned sticks post Clinic for the purposes of growing the youth lacrosse participation rate. Additional Clinic participation rates are helpful in gaining additional support for future loaned stick programs, so we request the Host to complete the following within 14 days following each subsequent activity that utilizes the loaned sticks:

- a. Complete the post-Clinic participation/stick tracking form.
- b. No USA Lacrosse intellectual property rights shall be provided to these additional post-clinic activities.

## V. GENERAL PROVISIONS

### A. Intellectual Property Rights

USA LACROSSE shall designate Host Organization as a “USA LACROSSE National Celebrate Week Pick Up & Play Clinic Site” for the Term of the Agreement, which designation shall be nonexclusive, and the Host Organization agrees that USA LACROSSE shall have the right to designate other entities as an “Pick Up & Play Clinic Site(s)”.

1. USA LACROSSE grants the Host Organization a revocable, non-exclusive, nontransferable, royalty-free license to use specific logos and marks that USA LACROSSE provides to Host Organization. (“USA LACROSSE’s Pick up & Play Clinic Marks”) in promotion of the Clinic herein, alone.
2. USA LACROSSE’s PRIOR WRITTEN PERMISSION and APPROVAL IS REQUIRED TO UTILIZE USA LACROSSE’s National Celebrate Lacrosse Pick Up & Play Clinic Marks, in any and all instances. Host shall submit their requested material to USA LACROSSE no later than 10 days prior to the Clinic and USA LACROSSE will provide notice of approval or non approval within 3 business days of receipt. Failure to receive an approval from USA LACROSSE shall constitute a non-approved usage and thus, not useable by Host in any manner.
3. USA LACROSSE shall provide Host Organization with a PRE-Approved Clinic Marketing Material Kit (“Kit”), which shall be used by Host Organization to promote the Clinic. This Pre-Approved Clinic marketing material kit shall not require additional approval by USA LACROSSE unless it is altered in any manner. In the case of such alterations, Host shall follow number A2 noted above in this Section.
4. Host grants to USA LACROSSE a revocable, non-exclusive, non-transferable, royalty-free license to use Host Organization’s logo and/or name (“Host Marks”) in USA LACROSSE’s Advertising Materials, in perpetuity.



## **B. Term**

Unless earlier terminated by the parties, the term of this Agreement (“Term”) shall be from the date signed until fourteen days (14) after the date of your final Clinic utilizing the contents of the Kit.

## **C. Indemnification**

Host hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless USA LACROSSE, its officers, directors, trustees, employees, volunteers, members and agents (“Representatives”), from and against any and all claims, liabilities, losses and expenses (including attorneys’ fees) (“Claims”) directly, indirectly, wholly or partially arising from or in connection with (1) any act or omission of the Site Director, Host Organization, or its officers, directors, trustees, employees, volunteers, members, and agents, in applying for, accepting, or expending the Program and/or in carrying out the Clinic, (2) USA LACROSSE’s approved use of Host Marks, (3) Host Organization’s unapproved use of USA LACROSSE’s Marks, (4) any equipment provided by Host Organization to Clinic participants that was not provided directly by USA LACROSSE as part of the Pick Up & Play Kit, and (5) Host Organization’s breach of representations and warranties made in the Agreement. Host Organization’s obligation to indemnify USA LACROSSE shall survive the Term of this Agreement.

## **D. Prohibited Conduct**

Under no circumstances shall Host, Site Director, or any of their respective Representatives (a) use any portion of the Program other than for the use or uses set forth in this Agreement, (b) engage in or condone the discrimination of others on the basis of race, gender, gender identity, age, national origin or sexual orientation of any person, (c) fail to police and/or report instances of child abuse or inappropriate contact with a minor, or (d) authorize an adult who has not undergone a background screen and Abuse Protection training within the last two (2) years to participate in any capacity related to the Clinic.

## **E. Termination**



USA LACROSSE may terminate this Agreement immediately for cause if Host fails to comply with any of its material obligations of the Agreement and does not remedy such failure within fifteen (15) days after written notification of such failure, provided however that USA LACROSSE may terminate the Agreement immediately for cause if the failure occurs within fifteen (15) days of the Clinic or during the Clinic and Host fails to immediately remedy the issue or if the Host

Organization is found to have engaged in any “Prohibited Conduct” as specified above. USA LACROSSE reserves the right to terminate this Agreement without recourse at any time in the Clinic the Clinic is terminated.

Moral Standards. USA LACROSSE may, in its sole discretion and without notice, immediately terminate this Agreement for cause if Host, or any of its “representatives” commits any act of moral turpitude or any act that, in USA LACROSSE’s sole discretion, shocks, insults, or offends the community or ridicules USA LACROSSE’s standards of decency, or prejudices USA LACROSSE, generally, in any way. This includes, but is not limited to, Host or any of its representatives engaging in or otherwise condoning the discrimination of others on the basis of race, gender, gender identity, age, national origin or sexual orientation, or any other class protected by applicable law.

#### **F. Commitments Upon Termination**

In the Clinic that USA LACROSSE terminates the Agreement for cause, Host Organization shall return the Pick Up & Play Kit to USA LACROSSE, at Host Organization’s sole expense. Upon notice of termination, Host shall cease all use of USA LACROSSE Marks. Likewise, upon termination, USA LACROSSE shall cease all use of Host Marks.

#### **G. Jurisdiction and Governing Law**

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Maryland without regard to Maryland’s principles of conflicts of laws, and the parties irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Maryland over any suit, action, or proceeding arising out of this Agreement.

#### **H. Severance**



The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions(s) were omitted.

#### **I. Notices**

All notices, requests, or other communications required to be given under this Agreement or that the parties may desire to give under this Agreement shall be in writing to the following platform: USA LACROSSE Designated Communication Platform

#### **J. Assignability**

Host shall not assign this Agreement without the prior written approval of USA LACROSSE.

#### **K. Term**

This Agreement shall terminate November 30, 2024.

#### **L. Entire Agreement**

This Agreement shall be binding upon the parties, their successors, and assigns. This Agreement represents the entire Agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Except as otherwise stated herein, this Agreement may only be amended or modified in writing, signed by an authorized representative of the Parties herein.