

## **ARROWScores® ORGANIZATION AGREEMENT**

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## ARROWScores® ORGANIZATION AGREEMENT

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THIS ARROWScores® ORGANIZATION AGREEMENT (this “Agreement”) is entered by and between NATIONAL ARCHERY IN THE SCHOOLS PROGRAM, INC. (“NASP”, “we,” “our,” “us”), owner and provider of the Arrowscores® archery tournament registration and scoring cloud-based software as a service web and mobile applications platform (“Arrowscores®”), and [ORGANIZATION NAME] (“Organization,” “you,” “your”), effective as of [MONTH/DAY, 2026] (the “Effective Date”).

### RECITALS:

- NASP is a Wisconsin non-profit corporation, and tax-exempt educational organization pursuant to 26 U.S.C. §501(c)(3), and the owner and provider of the Arrowscores® cloud-based archery tournament registration and scoring software as a service web and mobile applications platform (“Arrowscores®”);
- Organization wishes to access and use Arrowscores® from time to time to organize and host archery tournaments, and
- to make access and use of Arrowscores® available to other entities that organize and host archery tournaments with Organization’s authorization and oversight (“Tournament Hosts”), all pursuant to the terms of this Agreement and the Arrowscores® User Terms of Service Agreement (“User Agreement”) which is fully incorporated herein by reference; and
- NASP wishes to authorize Organization to use Arrowscores® and make Arrowscores® available for use by Tournament Hosts pursuant to this Agreement and the User Agreement;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, NASP® and Organization (each a “party” and together, the “parties”) agree as follows:

**I. DEFINITIONS.** Capitalized terms used but not defined in this Agreement have the definitions provided in the User Agreement. References to NASP® herein are inclusive of NASP® officers, directors, employees, corporate affiliates, volunteers, agents and representatives and their respective heirs, successors or assigns. The following definitions shall also apply for purposes of this Agreement:

“**Agreement**” means this Agreement, including the User Agreement which is fully incorporated herein by reference.

“**BAI Course**” for purposes of this Agreement, means a Basic Archery Instructor certification course directly conducted by an Organization for which the Organization hosts online registration via Arrowscores®.

“**Governing Body**” means the governing body or agency of an Organization or Tournament Host with authority to determine and implement Tournament participant eligibility, rules, code of conduct, and safety standards.

“**Scored Archer**” means a unique competitor for whom at least one official score is recorded for a Tournament.

“**Tournament**” for purposes of this Agreement means any archery tournament posted on [www.arrowscores.com](http://www.arrowscores.com) via the above-named Organization’s Arrowscores® account either by the Organization or a Tournament Host (as defined below) to promote the Tournament, register participants, and use Arrowscores® to compute Tournament scores and rank the results.

“**Tournament Host**” solely for purposes of this Agreement means an individual or entity that Organization has authorized to organize and host one or more Tournaments (as defined above) under the Organization’s oversight, and to use the Organization’s Arrowscores® account for this purpose.

### II. ORGANIZATION DUTIES, RESPONSIBILITIES, WARRANTIES AND REPRESENTATIONS.

**A. Tournament and Tournament Host Authorization and Oversight.** The Organization acknowledges and agrees that Arrowscores® is solely a cloud-based archery tournament registration and scoring software platform, and that NASP® does not organize, produce, sponsor, oversee, host, inspect, approve, operate, coordinate, supervise, control, direct, manage, insure, judge, coach, or staff Tournaments posted by Organizations or Tournament Hosts on Arrowscores®, or furnish archery or other equipment for Tournaments, or own, operate, lease or insure Tournament venues; or charge or collect Tournament registration or admission fees. Organization is and shall be solely, directly responsible for all of the foregoing with respect to Tournaments it posts or authorizes a Tournament Host to post on Arrowscores®, including but not limited to:

1. Determining the appropriateness of Tournament participant qualifications and criteria, registration process, fees, other terms of participation, Tournament competitive structure and rules, admission fees (if any), and Tournament venue;

2. Tournament Hosts' compliance with all laws, regulations, codes, ordinances, rules, and contractual obligations applicable to the conduct of each Tournament;
3. All Host Content uploaded or posted to Arrowscores® concerning the Tournament;
4. Supervising and overseeing the safe conduct and management of all Tournament activities for the protection of Tournament participants, coaches, staff (including venue personnel) and attendees;
5. Designating one or more of Organization's individual officers, directors, or managers with legal authority to bind the Organization as its Administrator with respect to Organization's use of Arrowscores® and the access and use of Arrowscores® by Tournament Hosts, pursuant to this Agreement. Upon receiving their credentials from us, Organization's Arrowscores® Administrator, acting on behalf of the Organization, will be responsible to manage and oversee the posting of Tournaments on Arrowscores® by Organization or Tournament Hosts. The Arrowscores® Administrator will also be responsible to manage and oversee the posting and registration process on Arrowscores® for any BAI course we may authorize Organization to conduct under a separate written agreement; and
6. Tournament Host further acknowledges and agrees that we have the absolute right, in our sole discretion, to refuse to permit or continue to permit the hosting of any Tournament on the Organization's Arrowscores® account if we determine such action is in our best interests, including without limitation, for reasons of safety, legal compliance, or suspected fraud, or Content that we deem to be inappropriate, harassing, offensive, harmful, illegal, otherwise in conflict with our mission, purpose, or policies, potentially damaging to our business reputation, or a breach of Organization's warranties, representations or other material terms of this Agreement.

**B. Organization Warranties and Representations.** By posting a Tournament on Arrowscores® or permitting a Tournament Host to do so, Organization hereby covenants, warrants and represents to NASP® that:

1. Organization has the general commercial liability insurance coverage in the per-occurrence and aggregate policy limits coverage for the Tournament required by Section II.C of this Agreement, and has verified that the Tournament Host has such insurance coverage;

2. With respect to every Tournament Organization posts or permits a Tournament Host to post on Arrowscores® in which minors are permitted to participate, the Organization will ensure that reasonable screening and youth-protection practices required by applicable law and, if applicable, by the Organization's Governing Body, are implemented and strictly followed.

3. All permits and/or licenses required by local and state agencies to conduct the Tournament will be obtained in advance of the Tournament date;

4. Prior to posting a Tournament location on Arrowscores®, the Organization or Tournament Host has obtained permission from the owner of the Tournament venue to hold the Tournament at that location on the posted Tournament date(s).

5. Tournament rules, code of conduct, registration fees and refund policies will be published reasonably in advance of Tournaments and will be followed and enforced by the Organization and/or Tournament Host;

6. Tournaments will be conducted in compliance with applicable local, state and federal laws, Organization bylaws, rules and/or policies, the current U.S. Center for SafeSport Code, and nationally established archery range safety standards such as the most current applicable Archery Trade Association Archery Range Guide.

7. The Organization has, and will ensure Tournament Hosts have, the necessary rights, licenses, and permissions to the logos, marks and other Content that Organization or Tournament Hosts uploads to Arrowscores®, and hereby grants NASP® a non-exclusive, royalty-free license to display all such Content on Arrowscores® to provide the Services under this Agreement.

8. Organization will not, nor allow any Tournament Host to: (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of Arrowscores® source code, algorithms, or underlying ideas, (ii) provide, lease, loan, transfer, subcontract, sublicense, or re-publish Arrowscores®, (iii) offer Arrowscores® for hosting except to Tournament Hosts as permitted herein; (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of Arrowscores®; (v) alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legends in Arrowscores®; (vi) use Arrowscores® for, or to solicit illegal activity; (vii) post or transmit via Arrowscores® any unlawful, harmful, tortious, defamatory, profane, libelous, hateful or otherwise offensive material; or (viii) act in any manner that violates or infringes upon the IP or privacy rights of NASP® or third parties.

**C. Insurance.** The Organization will maintain commercial general liability insurance coverage with minimum policy limits of at least \$1,000,000 (U.S.) per occurrence, and \$3,000,000 (U.S.) in the aggregate for Tournaments, naming National Archery in the Schools Program, Inc., as an additional insured; and will require each Tournament Host hosting an Organization authorized Tournament Host to maintain its own commercial general liability insurance coverage with equal minimum per occurrence and aggregate policy limits for each authorized Tournament.

**D. Confidential Information.** From time to time during the Term of this Agreement, we may disclose or make available to Organization such information about our business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, orally or in written, electronic, or other form or media, that is marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the you; (c) obtained by you from a third party with a legal right to disclose it; or (d) independently developed by you. If we elect to disclose our Confidential Information to you for any reason, you agree not to further disclose our Confidential Information to any person or entity, except your employees, agents, or subcontractors who have a need to know the Confidential Information to perform your obligations hereunder, and who have agreed in writing to protect the Confidential Information in a manner no less stringent than required of you under this Agreement. Notwithstanding the foregoing, you may disclose our Confidential Information to the limited extent required to comply with the order of a court or other government agency of competent jurisdiction, or as otherwise necessary to comply with applicable law, provided that you shall first give us written notice and make a reasonable effort to obtain a protective order before you make the disclosure. Your obligations of non-disclosure with regard to our Confidential Information are effective as of the date such Confidential Information is first disclosed to you and will expire five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret of ours (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information or ours remains subject to trade secret protection under applicable law.

**E. Third-Party Payment Processor Integrations.** Arrowscores® may provide optional links on <https://arrowscores.com> to independent third-party payment processors (each a “Payment Processor”) to process electronic payments to the Organization or Tournament Host of Tournament registration, admission or other fees the Organization or Tournament Host may elect to charge participants or other Tournament attendees (“Tournament Fees”). Payments Processors process Tournament Fee payments directly into the Organization’s or Host’s own Arrowscores® account and not through us. We are not, either directly or indirectly, the merchant of record for such transactions. We do not receive, hold, account for, or transmit Tournament Fees for any reason, nor do we have any control over, or financial or other responsibility or liability whatsoever to the Organization, Tournament Hosts, Tournament participants or attendees, related to or arising from the acts or omissions of any Payment Processor, or the payment or receipt of Tournament Fees through a Payment Processor or by any other means.

**III. ARROWSCORES® SERVICE FEES & PAYMENT TERMS.** In consideration for use of Arrowscores® pursuant to this Agreement, Organization agrees to pay us the fees per Scored Archer/Per Tournament posted on Arrowscores® from time to time (the “Service Fees”) according to this Section III, or specifically stated in III.A below. Service Fees may differ by youth, adult, and mixed youth and adult Tournament classes. **A. Fee Calculation.** Service Fees will be calculated following the finalization and close of each Tournament (“Tournament Close”). Any edits made by the Organization or a Tournament Host in Arrowscores® to add Scored Archers after Tournament close will result in recalculated service fees.

Service Fee per scored youth archer     \$ 1\_\_

Service Fee per scored adult archer     \$ 2\_\_

**B. Payment Responsibility.** Organization shall be directly financially responsible to pay us all invoiced Service Fees for every Tournament hosted by you or a Tournament Host on Arrowscores®.

**C. Invoicing and Due Date.** We do not interface with Payment Processors to collect Service Fees due to us from Tournament Fee receipts. You will be invoiced separately for and obligated to pay Service Fees directly to us. We will issue electronic invoices to Organization for Service Fees due for each Tournament after Tournament Close. We may apply credits due to the Organization against outstanding Service Fees invoiced. Any credits applied will be reflected on invoices issued. Organization agrees to pay the total invoiced amount within one-hundred-twenty (120) days of the invoice date.

**D. Disputed Invoice Amounts.** If Organization disputes the accuracy of Service Fees invoiced, Organization must email notice of the disputed amount stating the reason for the dispute to [support@arrowscores.com](mailto:support@arrowscores.com) within ten (10) days of the invoice date. Unless Organization provides timely notice of a disputed invoice to us under this Section, the amount of the invoice will be deemed accepted by Organization as due and payable according to its terms as provided herein.

**E. Late Payments and Fees.** We may charge a late payment fee to Organization on its Arrowscores® Account at the rate of one percent (1%) per month (or the maximum legal rate permitted by Wisconsin law) on any invoiced amount due for which payment is not received by the invoice due date.

**F. Taxes.** Organization is directly responsible for the payment to government tax authorities of all sales, use, service, excise and like taxes, if any, imposed on Organization's purchase of the Services for the Service Fees by applicable law, and agrees to indemnify, defend and hold NASP® harmless for the payment or collection of same and for any and all interest charges, fines and penalties imposed by any tax authority on any such unpaid taxes due and owing.

**IV. INDEMNITY.** To the fullest extent permitted by applicable law, the Organization agrees to defend, indemnify and hold NASP harmless for and from any and all injuries, claims, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of: (a) Tournaments hosted by Organization or Tournament Hosts on Arrowscores®; (b) the acts or omissions of Organization or a Tournament Host in breach of this Agreement or actual or alleged violations of law or third-party rights; and (c) termination of this Agreement and the effects of Termination under Section VIII below.

**V. NO WARRANTIES.** ARROWScores® AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OR GUARANTEE OF ANY KIND THAT ARROWScores® SERVICES OR CONTENT (INCLUDING ORGANIZATION, TOURNAMENT HOST OR OTHER USER CONTENT OR SCORING DATA), OR THE PRODUCTS OR RESULTS OF ANY OF THE FOREGOING, WILL MEET YOUR, A TOURNAMENT HOST'S OR ANY OTHER INDIVIDUAL OR ENTITY'S REQUIREMENTS OR EXPECTATIONS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH YOUR OR ANY THIRD PARTY'S SOFTWARE, HARDWARE, SYSTEM, INTERNET OR OTHER TELECOMMUNICATIONS SERVICE, BE SECURE, LEGAL, RELIABLE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, VIRUS, OTHER MALWARE, ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

**VI. LIMITATION OF LIABILITY.** IN NO EVENT WILL NASP® BE RESPONSIBLE OR LIABLE TO ORGANIZATION OR ANY TOURNAMENT HOST (INCLUDING ORGANIZATION OR A TOURNAMENT HOST'S OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, CORPORATE AFFILIATES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, TOURNAMENT PARTICIPANTS OR ATTENDEES, OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS), FOR ANY CLAIMS, CAUSES OF ACTION, SUITS, OR JUDGMENTS (COLLECTIVELY "CLAIMS"), UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR VIOLATION OF LAW, ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR RESULTS OF USING ARROWScores® OR ANY WEBSITE LINKED TO ARROWScores®; THE SUSPENSION OR TERMINATION OF YOUR ARROWScores® ACCOUNT FOR ANY REASON; YOUR ACTS OR OMISSIONS OR THOSE OF A TOURNAMENT HOST OR OTHER THIRD PARTY, INCLUDING THIRD PARTIES THAT ASSIST US WITH PROVIDING THE SERVICES, OR ASSIST YOU OR A TOURNAMENT HOST WITH A TOURNAMENT, OR THAT ACCESS ARROWScores® DIRECTLY OR INDIRECTLY WITHOUT OUR AUTHORIZATION; OR FOR ANY OF THE FOLLOWING "LOSSES OR DAMAGES": (i) COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, BUSINESS OPPORTUNITIES, CONTRACTS, PRODUCTION, REVENUES OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, WHETHER DUE TO NEGLIGENCE CYBER ATTACK, CRIME, VIRUSES, OR MALWARE; (v) COST OF REPLACEMENT EQUIPMENT, GOODS OR SERVICES; (vi) COSTS OR EXPENSES OF LITIGATION OR ARBITRATION, OR ATTORNEYS FEES; REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. FURTHER, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, OR GENERALLY, UNDER ANY LEGAL OR EQUITABLE THEORY DESCRIBED ABOVE, EXCEED THE LESSER OF (i) THE TOTAL MONETARY AMOUNT YOU PAID TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE TOURNAMENT OR OTHER EVENT GIVING RISE TO A CLAIM, OR (ii) THE SUM OF ONE-HUNDRED AND 00/100s U.S. DOLLARS (\$100.00).

**VII. TERM.** The Initial Term of this Agreement begins on the Effective Date and will continue through and expire on [\_\_\_\_\_, 20\_\_] unless the parties indicate their desire for the Agreement to automatically renew by checking ☒ the box below, in which event this Agreement will renew for the Renewal Term(s) specified unless one party gives the other party written notice of non-renewal on or before \_\_\_\_ (\_\_\_\_) days prior to expiration of the Initial or then current Renewal Term (as applicable), or this Agreement is terminated sooner pursuant to Section VIII below.

☐ Agreement will automatically renew for: \_\_\_\_\_.

## **VIII. SUSPENSION AND TERMINATION.**

**A. Suspension for Maintenance.** We may periodically suspend Organization's access to Arrowscores® on a temporary basis for maintenance purposes. We will use commercially reasonable efforts to provide written notice on <https://arrowscores.com> of any such suspension and the date we anticipate access will resume.

**B. Technical Suspension.** We may temporarily suspend, restrict or terminate any or all of the Services with or without prior notice at any time, for any length of time, for any reason, whether for our business needs, or reasons beyond our control, including but limited to if the connection or access to a third-party utility service or vendor we require to provide Arrowscores® to Users is interrupted or terminated for any reason, or to prevent or block or unauthorized access or use by a third party (each a "Technical Suspension"). Following a Technical Suspension, we will make commercially reasonable efforts as we are able under the relevant circumstances to provide updates on Arrowscores® regarding when access will resume, and will resume access to Arrowscores® as soon as we deem reasonably possible following resolution of the event giving rise to the Technical Suspension. We will have no responsibility or liability to Organization, Tournament Hosts or other Users for, and expressly disclaim any responsibility and liability for any Losses or Damages, or any other consequences Organization, Tournament Hosts or other Users may incur due to a Technical Suspension.

**C. Termination Without Cause.** Either party may terminate this Agreement without cause upon providing the other party thirty (30) days' advance written notice of termination.

**D. Suspension or Termination for Cause.** Notwithstanding anything to the contrary in this Agreement, and in addition to any other express right of suspension or termination stated herein:

1. **Payment Default or Other Curable Breach.** We may suspend Organization's Arrowscores® Account for Organization's failure to pay any undisputed invoice for Service Fees we issue to you and any accrued late charges due thereon within thirty (30) days from the invoice due date; or (b) for any other material breach of Organization's obligations under this Agreement that we deem curable and which Organization fails to cure to our reasonable satisfaction within thirty (30) days of your Arrowscores® Administrator's receipt of our electronic notice of breach and required cure. Organization's failure to pay any undisputed Service Fee invoice and all late charges due thereon within forty-five (45) days of the invoice due date; or failure to cure any other curable breach of this Agreement to our reasonable satisfaction within forty-five (45) days following receipt of written Notice of such breach from us, will result in termination of Organization's Arrowscores® Account effective on the forty-fifth (45<sup>th</sup>) day.

2. **Immediate Termination.** We may immediately terminate Organization's Account if we determine that: (a) Organization's continued access to Arrowscores® presents a credible threat of misuse or misappropriation; (b) Organization or a Tournament Host has misused or misappropriated any of our Provider IP in violation of the User Agreement; (c) Organization's continued use of the Provider IP disrupts or poses a security risk to us, Arrowscores®, our proprietary Content, Confidential Information or other IP, or to the Content or IP of another User; (d) Organization is using Provider IP for fraudulent or illegal activities or in violation of our Privacy Policy; (e) we determine that further provision of the Services to Organization is prohibited by applicable law; (f) Organization commits any other breach of this Agreement we deem to be incapable of cure. In the event of immediate termination, we will notify the Organization as soon as practicable and in our sole discretion, may provide a reasonable opportunity to respond or request reinstatement.

**E. Effect of Termination.** The termination of Organization's Account under this Section VIII shall:

1. Terminate this Agreement and User Agreements of Organization's Users except for those terms and provisions that survive termination of this Agreement pursuant to Section IX herein and the termination of the User Agreement pursuant to its terms.

2. Terminate, deactivate and delete the credentials and access of Organization's Administrator and all other Users of Organization's Account.

3. Will not relieve Organization of its obligation to pay us any and all Service Fees due through the termination date, and all accrued and accruing late charges due thereon.

4. May, in our sole discretion, result in the permanent deletion of all Organization and Organization User (including Tournament Host) Content and IP associated with Organization's Account. In such event, Organization acknowledges and agrees that we are not and will not be liable to Organization, or to any Organization Administrator, Tournament Host, or other User accessing Arrowscores® through Organization's Account, or to any Organization or Tournament Host third party members, affiliates, subcontractors or vendors (collectively, "Organization's Users"), for any legal or equitable claims of any kind or nature, or any Losses or Damages arising from termination of Organization's Account or access to any of Organization or Tournament Host User Content or IP, and will have no obligation to make any such Content or IP available to Organization or any Tournament Host or other Organization User at any time following suspension or termination. We hereby reserve the right to take any and all commercial and legal steps we deem necessary and appropriate to monitor

and confirm your compliance with the terms and conditions of this Agreement and to enforce those terms to protect our legal and equitable rights, including in our Provider IP, and the rights and privacy of other Users.

5. To the fullest extent permitted by applicable law, you shall be deemed to: (i) forever RELEASE NASP® from and for any liability or responsibility to you and Tournament Hosts (including your respective officers, directors, employees, agents, volunteers, Users, vendors, subcontractors, heirs, successors and assigns) for any and all past, present and future legal or equitable claims, suits, or causes of action of any kind or nature, known or unknown, against NASP® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated herein, and to (b) forever WAIVE the right to bring on your own behalf or on behalf of any other individual or entity, any such legal or equitable claims, suits, or causes of action against NASP® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated in this Section VIII.D.

## **IX. MISCELLANEOUS.**

**A. Entire Agreement, Amendment, Control.** This Agreement together with the User Agreement constitutes the entire agreement and understanding between us with respect to the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, between the parties with respect to such subject matter. This Agreement may only be amended by a writing signed by us and Organization. In the event of any conflict between the terms of this Agreement and the User Agreement, the terms deemed by us, in our sole discretion, to protect our IP and other legal rights, our non-profit, tax-exempt educational mission and purpose, and/or our operational, financial, reputational and other corporate interests, to the greatest extent, shall control.

**B. Severability, No Waiver.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any jurisdiction. Any failure by us to act with respect to a breach of this Agreement by Organization or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

**C. Binding Effect, Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned or transferred by Organization to any third-party without our prior written consent. Any attempted assignment by you in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement or to delegate any of our rights or obligations hereunder to any corporate affiliate of ours.

**D. Governing Law and Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of, or related to this Agreement, or the duties and rights of the parties hereunder, will be instituted exclusively in a Wisconsin State court of competent jurisdiction located in the city of Sheboygan, Sheboygan County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

**E. Notices.** Any written notices required by this Agreement to be given by one party to the other shall be delivered to the receiving party at their address provided below by one or more of the following: U.S. certified mail, return receipt requested and postage prepaid, nationally recognized overnight courier service with receipted delivery, or electronic mail with read receipt; and shall be deemed given upon receipt. Further, Organization hereby consents to receiving notices and other communications from us when sent electronically to Organization's Administrator. These electronic notice and other communications may include Tournament postings, Service Fee invoices, notices about other fees or charges, or a party's Content or IP, other transactional information, suspension or termination of the Services under Section VIII, or any other information concerning or related to Organization's Account or the Services. Organization agrees that any notices, agreements, disclosures, or other communications that we send to Organization's Administrator electronically will satisfy any contractual and legal notice requirements hereunder, including that such notices or other communications be in writing.

**If to NASP®:**

Jeff Rawlinson, President  
National Archery in the Schools Program, Inc.  
W4285 Lake Drive  
Waldo, WI 53093  
Office: 920-523-6040  
[jeff@naspschools.org](mailto:jeff@naspschools.org)

**If to Organization:**

[Organization Administrator Name/Title]  
[Organization Name]  
[Street Address]  
[City/State/Zip Code]  
[Business Phone #]  
[email address]

--Copy to:

Joshua M. Salsburey, Esq.

Sturgill, Turner, Barker & Moloney, PLLC  
333 W. Vine Street, Suite 1500  
Lexington, KY 40507  
[jsalsburey@sturgillturner.com](mailto:jsalsburey@sturgillturner.com)

**F. Survival.** Sections I, II.B, II.D, III.B, III.E, III.F, IV, V, VI, VIII.E, this Section IX, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

**G. Relationship of the Parties.** NASP® and Organization are independent parties contracting with each other at arms' length. Nothing in this Agreement shall be construed to create a partnership or joint venture, or an employment, agency or fiduciary relationship between NASP® and the Organization.

**H. Counterparts, Electronic or Facsimile Signatures.** This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Signed counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) ) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

**NATIONAL ARCHERY IN THE  
SCHOOLS PROGRAM, INC.**

**[ORGANIZATION NAME]**

By: \_\_\_\_\_  
Jeff Rawlinson, President

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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