

EXHIBIT A

17 January 2017

IMD SKI AND SNOWBOARD, INC.

BY-LAWS

Article I – Name, Non-Profit Status, and Corporate Seal

A. Name. The name of this organization is IMD Ski and Snowboard, Inc. (the “Corporation”).

B. Non-Profit Tax Exempt Status. The Corporation has been incorporated under the laws of the State of Utah as a not-for-profit corporation and it shall be organized and operated so as to qualify as a non-profit, charitable, tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. A reference to the Act is to the Utah Revised Non-Profit Corporation Act, UCA § 16-6a-101 *et seq.* as amended or replaced from time to time. A reference to the Code is to the Internal Revenue Code as amended or replaced from time to time.

C. USSA Affiliation. The Corporation shall be recognized as an affiliated entity by the United States Ski & Snowboard Association (“USSA”), the National Governing Body, recognized by the United States Olympic Committee and International Ski Federation, as the governing body for skiing and snowboarding in the United States of America.

D. No Seal. The Corporation will have no corporate seals unless required by the laws of the State of Utah.

Article II – Offices and Agent

A. Principal Office. The principal office of the Corporation shall be located in Salt Lake City, Utah at the location of its registered agent or at such other location as may be approved by the Board of Directors of the Corporation (the “Board”).

E. Registered Agent. Until changed by the Board, the registered agent of the Corporation shall be CT Corporation whose registered office and address in Utah are 1108 East South Union Ave., Midvale, Utah 84047.

F. Other Offices and Agents. The Corporation may maintain other offices and registered agents at such locations as may be approved from time to time by the Board.

Article III - Vision, Mission and Objectives

A. Vision. The vision of the Corporation is to support USSA's vision of making the United States of America the best in the world in competitive skiing and snowboarding.

B. Mission. The mission of the Corporation is to support the mission, vision, and values of USSA by supporting in various ways, skiing and snowboarding particularly in the Intermountain West.

C. Objectives. The objectives through which the Corporation shall accomplish its mission shall include the following:

1. Disseminating education, training, and supporting USSA members in their goal to achieve sustained success in all levels of ski and snowboard competition; and by helping members to use ski and snowboard competition to develop to their highest athletic and personal potential;

2. Achieving and maintaining long-term financial stability;

3. Administering and coordinating programs which provide competitive opportunities in skiing and snowboarding and establishing a clear path for athletic progression for USSA members;

4. Establish a race calendar and entry criteria for those races consistent with USSA, USOC, and FIS rules;

5. Establish local rules and policies consistent with USSA rules and policies that facilitate excellence in competition and athletic development.

6. Fostering and encouraging interest and participation in USSA sanctioned skiing and snowboarding.

7. Assisting the USSA Alpine Sport Committee ("ASC") in the implementation of its mission to make recommendations to the USSA Board and implementing the directives of the USSA Board.

8. Disseminating SafeSport and Anti-doping resources at the request of USSA.

Article IV - USSA, USOC, and FIS Compliance

In compliance with the requirements of the FIS and USOC, the provisions of the Ted Stevens Olympic and Amateur Sports Act of 1998, and the USSA Bylaws, the Corporation shall do the following, and the provisions of these Bylaws shall be construed in a manner consistent with the doing of the following:

- A. Keep membership open to all individuals who are amateur athletes, coaches, trainers, managers, officials, and administrators in skiing and snowboarding;
- B. provide an equal opportunity to amateur athletes, coaches, trainers, managers, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, sex, or national origin, and with fair notice and opportunity for a hearing before declaring any such individual ineligible to participate;
- C. ensure that its Board of Directors and any other committees with governance responsibilities are composed of members selected without regard to race, color, religion, national origin, or sex;
- D. ensure that its Board of Directors and any other committees with governance responsibilities include reasonable membership and voting strength of eligible athletes. Athlete eligibility for service on the Board or Discipline Competition Committee or any other committee or group is defined as those individuals who have held a USSA competitor license and have competed in USSA competition (non-masters level) within the past 10 years.
- E. provide procedures for the prompt and equitable resolution of grievances of its members;
- F. submit to binding arbitration, conducted in accordance with the commercial or other applicable rules of the American Arbitration Association, in any controversy involving (i) the recognition of the USSA as an NGB with respect to any component or discipline of skiing or snowboarding, or (ii) the opportunity of any amateur athlete, coach, trainer, manager, administrator, or official to participate in amateur athletic competition;
- G. provide USSA access to Corporation books and records in order to permit USSA to ensure compliance with the above.

Article V – Membership Classes, Voting Rights

- A. USSA Division. The Corporation, as a Division of the United States Ski and Snowboard Association (“the USSA”), pledges itself to observe and be governed by the Bylaws and other enactments and rules of the USSA and shall make its own bylaws and rules harmonize with those of the USSA as well as support, financially, or otherwise, the USSA to the best of its ability. The Corporation, a Division of the USSA, accords to its member clubs and individual members all the rights, privileges, and duties of membership in the USSA.
- B. Open Membership. The Corporation shall be a non-profit organization open to all regardless of race, color, religion, age, creed, sex, or national origin and who pay such membership fees as the Board of the Corporation and the USSA Board shall approve from time to time.

C. USSA Membership Required. All members of Corporation must be members of USSA.

D. Member Classes. The Corporation shall have multiple classes of members – one class for each sport discipline (each a “Discipline”) under the jurisdiction of the USSA as designated from time to time by USSA. Membership in the Corporation within each such Discipline class shall be comprised of (1) clubs, (2) individuals, if qualified, who are members of clubs which are members of Corporation, (3) individuals, if qualified, who are not members of such member clubs, and (4) competition organizations.

1. Clubs. Clubs which are members of the Corporation are organized and affiliated with the Corporation as approved by the Corporation Board for geographical or competition purposes with respect to a particular stated Discipline. To be a club member of the Corporation, the club must be recognized as such a member by the Corporation Board. Any club member may withdraw from being a club member of the Corporation by giving written notice to the Corporation signed by the president and secretary of the club and stating the reasons for withdrawal.

2. Individuals. Individuals, who are members of member clubs within a Discipline, are “Affiliate Members.” Member clubs shall promptly provide the Corporation with names, contact information, and such other information about the Affiliate Members holding such membership through the member club, as may be required by the Corporation. Individuals who are members of Corporation but who are not members of member clubs are “Individual Members.” Individual Members must declare the Discipline to which their membership relates and provide contact and other information about themselves to the Corporation as may be required by the Corporation. The Corporation may set qualification standards for individuals to become members.

3. Competition Organizations. Competition Organizations promote and coordinate Corporation competition activities within a stated Discipline. They serve as an administrative and communicative liaison between the Corporation and its members and assist the Corporation in the administration and organization of competition programs and events. Officers and officials of Competition Organizations must be Affiliate or Individual Members of the Corporation unless otherwise provided by the Corporation Board. Corporation-sanctioned competitions conducted by Competition Organizations must be in conformity with the applicable bylaws, rules, and regulations of the FIS, USSA, Corporation, USOC, the Amateur Sports Act, and appropriate competitions committees. To be a competition organization member of the Corporation, the competition organization must be recognized as such a member by the Corporation Board. Any competition organization member may withdraw from being a member of the Corporation by giving written notice to the Corporation signed by the president and secretary (or similar officials) of the organization stating the reasons for withdrawal.

E. Referendum by Discipline Class. In any referendum submitted to a direct vote of the individual membership within a Discipline, each member within the Discipline who is an Affiliate Member or an Individual Member shall have one (1) vote.

F. Referendum Without Class. In any referendum under Article XI of these Bylaws or any other matter submitted to a direct vote of the individual membership of the Corporation without regard to the Discipline class of the membership, each member of the Corporation who is an Affiliate Member or an Individual Member shall have one (1) vote regardless of the number of classes or Disciplines in which he or she holds membership. Thus, each individual person has but one vote on such matters.

G. Vote Restrictions. Club members and Competition Organization members have no votes, except that club members elect the committee members on the Discipline Competition Committees as described in Article VI below.

Article VI – Discipline Competition Committees, Officers and Executive Staff

A. Discipline Competition Committees. The business of the Corporation shall be accomplished through the Discipline Competition Committees with oversight by the Board of the Corporation. A Discipline Competition Committee will be established in each recognized sport discipline participating in Corporation/USSA competitive programs, including for example, Alpine, Nordic, Freestyle, Jumping, and Snowboarding. Each Discipline Competition Committee shall be established by the Board of the Corporation which may also establish policies relating to them and their sanctions, but the elected committee members shall be elected by the member clubs in the Corporation, voting in the manner described below. The committee members of each Discipline Competition Committee shall also include the ex-officio members described below.

B. The respective Discipline Competition Committees shall be responsible for the development, encouragement, and participation of competitors within the various Corporation/USSA competitive programs. They shall be responsible for the review and approval of applications for Division competitive events. They shall be guided by the Division's requirements for an annual calendar of competitive events and shall arbitrate all disputes arising from such applications.

1. Each member club within the given Discipline shall have a number of votes equal to the number of elected officer positions. Each vote must be for a different person. There is to be no cumulative voting.

2. The number of elected committee members who will serve on a Discipline Competition Committee shall be set by vote of the member clubs in that Discipline prior to the election of any committee members to the Discipline Competition Committee.

3. Committee members for each Discipline Competition Committee shall be elected by vote of the member clubs in that Discipline at the spring or summer meetings of the member clubs with respect to the Discipline for which membership on the Discipline Competition Committee is being elected. Such spring or summer meetings shall be held at, prior to, or in connection with the annual meeting of the Corporation's Board of Directors to be held following the annual meeting of USSA in the spring or summer of each year.

4. The elected committee members of the Discipline Competition Committees must be individuals who are Affiliate Members or Individual Members within the Discipline affected who are individuals in good standing of the Corporation and of the USSA over the age of 18 years. The overall committee membership shall include at least one athlete. Ex-officio members shall include the Corporation President, and shall also include the Discipline Officials Chairman and Discipline Masters Chairman, if any, who have been recognized as such by the Corporation after being selected by the appropriate Discipline organizations relating to officials and masters. The Discipline Competition Committee Chairman shall be elected by the member clubs in that Discipline. Up to three other Ex-officio members may be appointed by the Chairman from among individuals who are Affiliate Members and who have been elected to positions of responsibility within any of the member clubs in the Discipline affected.

5. An initial meeting of each Discipline Competition Committee shall be held immediately after the committee membership on that Discipline Competition Committee has been determined at the spring or summer meetings of the member clubs.

6. An Executive Staff shall be employed by each Discipline Competition Committee if practical and such Executive Staff shall have such duties, titles, and other functions as shall be prescribed by the Discipline Competition Committee. The office location, size of staff, and compensation relating to that staff shall be determined from time to time by the Discipline Competition Committee.

7. Each Discipline Competition Committee shall review all Corporation, USSA, FIS, USOC, Amateur Sports Act, and other relevant rules on eligibility of amateur competitors and the effect of such rules on the Corporation and its members. It shall recommend changes in the Corporation rules and regulations governing the conduct of the Corporation's competitive events in harmony with the requirements of these Bylaws and the rules of USSA, FIS, USOC, the Amateur Sports Act, and other relevant rules. Any rules or regulations involving sanctions or disciplinary actions must meet Corporation, USSA, USOC, and Amateur Sports Act regulations and requirements.

8. Each Discipline Competition Committee shall be responsible for the selection, classification, and certification of approved officials versed in the rules governing competition in its Discipline. The Discipline Competition Committee shall keep a list of certified officials for its Discipline. Upon a request made by any certified officials, the Discipline Competition Committee shall interpret rules and regulations and give their best judgment as to the proper decision under given circumstances.

9. Each Discipline Competition Committee shall be responsible for establishing an equitable means of classifying and seeding competitors in its Discipline. It shall establish procedures to select qualified competitors to represent the Corporation at national championships, international competitive events, and other competitive events where the Corporation is limited to a quota of entrants.

10. Each Discipline Competition Committee shall review all infractions of eligibility requirements and subsequent requests for reinstatement relating to its Discipline and shall make suitable recommendations to the Corporation Board of Directors for action.

11. Each committee member serving on a Discipline Competition Committee shall have one vote, whether the committee member was elected or is an Ex-officio member of such Committee. A quorum for action by the Discipline Competition Committee shall be a majority of its members. Action by such Committee requires a vote of a majority of the committee members voting on the matter, unless otherwise required by these Bylaws.

C. Standing and other Committees. Each Discipline Competition Committee shall have an Executive Committee and a Judicial Committee, and may have such other standing or special committees as it may find appropriate.

1. Standing Committees of the Discipline Competition Committees. The persons to serve on the Executive Committee, the Judicial Committee, and any other Standing Committees of the Discipline Competition Committees, among which may be those committees described below, shall be appointed as soon as may be practical at or following the spring or summer meetings at which the committee membership of the Discipline Competition Committee was selected.

2. Executive Committee. The Executive Committee shall consist of five (5) committee members of the Discipline Competition Committee. The Executive Committee shall be empowered to act upon all matters requiring Discipline Competition Committee attention between meetings of the full Discipline Competition Committee. The Executive Committee shall have authority to act for the full Committee only in meetings in which all voting Executive Committee members are participating in person or via teleconference, or by unanimous written consent or consents meeting the requirements of Article VIII E. All actions taken by the Executive Committee in acting for the full Discipline Competition Committee must be presented by the Executive Committee for consideration of ratification by the full Discipline Competition Committee at or before the next properly called meeting of the Discipline Competition Committee where a quorum is present. It is the duty of the Executive Committee to timely make such presentation immediately after the Executive Committee action was taken. When presented for consideration of ratification and after a vote, if ratification is affirmatively refused by a majority of the voting members of the Discipline Competition Committee, any measures taken in support of the action are to be reversed to the extent reasonably possible. Ratification may be made before a meeting through the use of mailed or emailed consents by the required majority in accordance with Article VIII E, but a refusal to ratify requires a meeting of the full Discipline Competition Committee at which a quorum is present. Unless and until there is a vote at a meeting of the first Discipline Competition Committee of an affirmative refusal to ratify, the action of the Executive Committee remains in effect.

3. Judicial Committee. Each Discipline Competition Committee shall form a Judicial Committee composed of at least three members, including at least one athlete member. The Judicial Committee may consider written grievances concerning actions by the Corporation, its Board, the Discipline Competition Committee, any of its Standing Committees, or any of

Corporation members acting in their official capacities. The authority, jurisdiction, procedures, and related matters relating to the Judicial Committee shall be as prescribed by the grievance procedures and rules adopted by the Corporation Board of Directors.

4. Finance. Any Finance Committee shall be responsible for the review of the Discipline Competition Committee's finances and report to the full Discipline Competition Committee in order that Discipline Competition Committee may adequately appraise present and anticipated financing. The Finance Committee shall assist in planning procedures for accounting of income, expenditures, audit, and control. It shall, in general, become conversant with the financial aspects of the Discipline Competition Committee.

5. Membership. Any Membership Committee shall be responsible for the promotion and furthering of Corporation membership. It shall study membership data so as to determine the membership characteristics of clubs and their members in order that the Discipline Competition Committee may more carefully appraise the needs and desires of the Corporation's present and potential membership.

6. Nominating. Any Nominating Committee shall be responsible for the selection of suitable candidates from the Affiliate Members and Individual Members of the Corporation to serve as Officers and Directors of the Corporation and as delegates and alternates to the USSA Convention and as members of the various USSA working groups. The Nominating Committee shall consist of one (1) delegate from each state, selected by the Discipline Competition Committee chairman. Each such delegate on the Nominating Committee shall have one vote.

7. Awards. Any Awards and Grants Committee shall be responsible for the development and participation of the membership in the Discipline's Awards and Grants programs and the annual selection of recipients of these awards and grants granted by the Discipline Competition Committee within the requirements established by the Discipline Competition Committee.

8. Special Committees. Special committees may be appointed by the Discipline Competition Committee or its Executive Committee when found needed for the good or betterment of the Corporation and the Discipline Competition Committee. It shall be the duty of these special committees to study, investigate, or administer matters submitted to them, making such reports and recommendations as requested or required by the Discipline Competition Committee establishing the special committee. Such special committees may include a Discipline Development Committee and Discipline Officials Committee. All final decisions on matters handled by any special committees must be the decision of the Discipline Competition Committee or of the Executive Committee, as appropriate.

9. Restriction on Committees. The Board may not delegate or allow to be delegated to any committee, whether a Discipline Competition Committee or any standing or special committee established by a Discipline Competition Committee, or any standing or special committee established by the Corporation Board, the Board's authority in reference to amending,

altering, or repealing these Bylaws; electing, appointing, or removing any member of a committee who was appointed or is to be appointed by the Board, or any director or officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or consolidation with another corporation or conversion into another form of organization or into a for-profit corporation; authorizing the sale, lease, exchange, mortgage, or pledge of all or substantially all of the assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking such proceedings for dissolution; adopting a plan for the distribution of the assets of the Corporation on dissolution; or amending, altering, or repealing any resolution of, or policy, rule, or regulation adopted by the Board of Directors. A committee may, however, report a recommendation on such restricted matters to the entire Corporation Board of Directors for action.

D. Officers. Each Discipline Competition Committee shall appoint and specify the duties of such officers as the Committee deems appropriate, but the Committee must appoint a chairman and a treasurer. The Treasurer shall be responsible for all funds under the control of the Committee, shall keep full and accurate accounts, shall report to the annual meeting of the Board in such form as may be required by the Board to show the financial condition of the Committee, and shall be responsible for providing necessary financial information for the Corporation's annual tax return or similar reports.

Article VII – Corporation Board of Directors, Officers, and Committees

A. Directors. The Board of Directors shall be comprised of members who are individuals in good standing of the Corporation and of the USSA over the age of 18 years. The Board shall be constituted as follows:

1. The Chairmen of each Discipline Competition Committee or, alternatively, a committee member of the Discipline Competition Committee who is selected by that Committee's Nominating Committee (collectively, the "DCC Board Members).

2. A President who shall be selected by the DCC Board Members at the annual meeting of the Board and who shall serve a two-year term.

3. At least one athlete from the Discipline Competition Committees who is an Affiliate Member or Individual Member of the Discipline and who is selected by a majority of the Board.

4. A majority of the other or remaining Directors shall appoint Additional Directors to the extent necessary so that (1) there are at least three (3) voting Directors and (2) there is an uneven number of voting Directors.

5. The immediate Past-President of the Corporation shall be a voting Director. All other Past Presidents shall each be an Ex-officio member of the Board without voting rights.

6. In no case shall there be more than three of the above voting members of the Board representing any one member club or competition organization.

B. Successor During Term. In the event of the resignation or death of a Director, the remaining voting Directors shall appoint his or her successor to serve the remainder of the unexpired term.

C. Selection by Discipline Competition Committee. Directors selected by the Discipline Competition Committees shall be identified at the initial spring or summer meetings of such Committees held immediately after the spring or summer meetings at which the membership of those Discipline Competition Committees has been determined, and in any event prior to the annual meeting of the Board.

D. Officers. Officers appointed by the Board shall include a President and Vice President, who must be members of the Board, and a Secretary and Treasurer, who need not be members of the Board. The Treasurer shall be responsible to receive financial reports from the Discipline Competition Committees and to file annual reports required by any State and Federal Tax Return, Form 990, and any other reports of a tax or financial nature, and to generally oversee the finances and accounting of the Corporation. The duties of officers may be further specified by the Board.

E. Committees. The Board may appoint Corporation standing or special committees, including like those committees authorized for Discipline Competition Committees in Article IV, above, which shall have such powers and duties as may be specified by the Board. The Board shall appoint an Executive Committee with such authority as may be delegated to it by the Board, consistent with these Bylaws. The restrictions of Article VI.C.9 of these Bylaws apply to any committee established or authorized by the Board.

F. Corporation Appeals Committee. The Board shall form an Corporation Appeals Committee composed of three people: a member of the Board appointed by the President of the Corporation to serve as Chair of the Corporation Appeals Committee, an Affiliate or Individual Member of Corporation appointed by the vote of the full Board, and an athlete who is an Affiliate Member or an Individual Member appointed by a vote of the full Board. The Corporation Appeals Committee may consider written grievances concerning actions by the Corporation, its Board, the Discipline Competition Committee, any of its Standing Committees, or any of Corporation members acting in their official capacities. The Appeals Committee may refer written grievances to the appropriate Discipline Judiciary Committee for initial consideration provided the Division Appeals Committee shall hear appeals from Discipline Judiciary Committees of sanctions or other actions. Division Appeals Committee decisions must meet Corporation, USSA, USOC, and Amateur Sports Act regulations. The Board may specify the authority, jurisdiction, procedures, and related matters relating to the Appeals Committee and the Discipline Judiciary Committees by grievance procedures and rules adopted by the Corporation Board from time to time.

G. Director Vote. Every Director on the Board shall be entitled to one vote exercised in person or by written consent on Board business unless the Director is designated in these

Bylaws as a non-voting ex officio Director or is ineligible under the USSA's conflict of interest policies.

H. No Proxy. Voting by proxy shall not be permitted and each voting Director on the Board shall have but one (1) vote regardless of how many offices that person may hold.

I. Liability Limitation. To the extent provided in the Articles, or if not so provided, to the extent provided in the Act, a Director shall not be liable to the corporation for monetary damages for any action taken or for any failure to take action as a Director, provided that unless broader protection consistent with the Act is provided in the Articles not subject to modification or limitation by the Bylaws, liability shall not be eliminated or limited for the amount of financial benefit received by the director to which the Director is not entitled, any intentional or reckless conduct or willful misconduct causing the infliction of harm on the corporation, any intentional or reckless conduct or willful misconduct which is a violation of criminal law, any violation of § 16-6a-824 of the Act relating to unlawful distributions, or any conduct for which the corporation cannot indemnify the Director under the Act.

Article VIII – Governance, Meetings, Dues

A. General. The business and operations of the Corporation shall be managed by the Discipline Competition Committees, with oversight and policy direction by the Corporation Board of Directors.

B. Classes of Members. The Corporation has multiple classes of members – one class for each Discipline under the jurisdiction of the USSA. Within each Discipline class there are different types of memberships for clubs, individuals, and competition organizations, as described in these Bylaws. The Discipline classes of members selecting committee members to serve on the Discipline Competition Committees, and the Discipline Competition Committees themselves, shall meet at least once in the spring or summer and Directors shall be elected and determined as described in these Bylaws in advance of the annual meeting of the Board of Directors, which Board meeting shall be scheduled on a date on or about the date of the annual spring meeting of USSA.

C. Meetings of Discipline Competition Committees.

1. Regular meeting dates of a Discipline Competition Committee generally will be established at a prior Discipline Competition Committee meeting to schedule regular meetings. Written notice of each regular meeting shall be given by US Mail or email not more than ninety (90) but at least sixty (60) days prior to each meeting to the committee members serving on the Discipline Competition Committee, to the member clubs, and to the Directors serving on the Corporation Board.

2. The Discipline Competition Committees may establish additional meeting schedules and procedures for calling special meetings, including with shorter notice periods than specified above, if unanimously approved by the committee members, so long as such schedules and procedures do not conflict with the Act or these Bylaws. Notice of each special

meeting of a Discipline Competition Committee shall also be given to the member clubs and to the Directors serving on the Corporation Board.

3. The Discipline Competition Committee shall provide a reasonable opportunity during the spring or summer annual meeting of committee members for such members to comment upon the actions and policies of the committee.

4. All meetings of the Discipline Competition Committee shall be open to attendance by any interested member in good standing of the USSA, except that the Board may close such meetings for discussion of matters of a legally sensitive nature.

5. Any committee member of a Discipline Competition Committee not physically present at a meeting may participate in such meeting by the use of any telecommunications system which enables him or her to engage in two-way communication with all of the other committee members taking part in the meeting and shall be deemed present in the case of such participation.

6. At any meeting of a Discipline Competition Committee, a quorum shall consist of a majority of all committee members of the Committee entitled to vote. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of committee members if any action taken is approved by a number which would constitute at least a majority of the required quorum. Unless a greater majority otherwise required by law, the Articles of Incorporation, these Bylaws, or an action of the Board, a Discipline Competition Committee acts on a matter by a majority of those voting on the matter.

D. Board Meetings. An annual meeting of the Corporation Board of Directors shall be held on or about the date of the annual spring meeting of the USSA.

1. Regular meeting dates of the Board of Directors generally will be established at the annual meeting. Written notice of the annual meeting and each regular meeting shall be given by US Mail or email to the member clubs not more than ninety (90) but at least sixty (60) days prior to each meeting.

2. The Board may establish additional meeting schedules and procedures for calling special meetings, including with shorter notice periods than specified above, so long as such schedules and procedures do not conflict with the Act or these By-Laws.

3. Any Director not physically present at a meeting may participate in such meeting by the use of any telecommunications system which enables him or her to engage in two-way communication with all of the other Directors members taking part in the meeting and shall be deemed present in the case of such participation.

4. At any Board meeting a quorum shall consist of a majority of all Directors entitled to vote. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by a

number which would constitute at least a majority of the required quorum. Unless a greater majority is otherwise required by law, the Articles of Incorporation, or these Bylaws, the Board acts on a matter by a majority of those voting on the matter.

5. It shall be the responsibility of the Board at its annual meeting to receive and review reports of the Discipline Competition Committees and any standing or special committees appointed by the Board on the conduct of the affairs of the Corporation in the preceding year and to approve such conduct of Corporation affairs planned for the forthcoming year. Such review shall include the current fiscal position of each Discipline and of the Corporation, projections for the future, and the deliberations and decisions, past and pending, of the Discipline Competition Committees, the committees appointed by the Board, and of the Directors and officers of Corporation and any other matters deemed relevant by the Board.

6. The Board shall provide a reasonable opportunity during the spring or summer annual meeting of Corporation for the members to comment upon the actions and policies of the Board.

7. All meetings of the Board shall be open to attendance by any interested member in good standing of the USSA, except that the Board may close such meetings for discussion of matters of a legally sensitive nature.

E. Actions Without Meetings. Any action that may be taken at a meeting by the Board of Directors or any committee including a Discipline Competition Committee or any standing or special committee of a Discipline Competition Committee or of the Corporation, may be taken without a meeting in a manner authorized by Utah law, including as follows:

1. Unanimous Written Consent. Such action may be taken if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the then-serving directors or committee members with a right to vote on the matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a unanimous vote of the directors or committee members.

2. All Voting or Abstaining in Writing. Such action may be taken if each and every member of the Board or committee with a right to vote on the matter, in writing, by an instrument setting forth the actions so to be taken, either (i) votes for the action, or (ii) waives the right to demand that the action not be taken without a meeting and either votes against the action or abstains from voting. The action, if approved by the vote of at least the required majority necessary to take the action at a meeting at which all (not just a quorum) of the directors or committee members were present and voting, shall be effective when the last such writing is received by the person designated to receive such writing.

3. Revocation. If such a writing is received from a Director or committee member by the person designated to receive such writing before the last writing necessary to approve the action has been received, then unless the last such writing necessary to approve the action has been received or termination date for such action has expired, the Director or committee member may revoke the writing by a new writing signed and dated by the Director or

committee member describing the action at issue and stating that the prior writing with respect to such action is revoked.

4. Format for Writings. Any action in writing under (1), (2), or (3) above may be received by the person designated to receive such writing by e-mail or fax but must show a copy of the Director's or committee member's manual signature. For an e-mail, a pdf or similar format may be required to show such signature. The Secretary or President of the Corporation or the person designated to receive such writing may specify the format required in order to use the program or facility available to the person designated to receive such writing in order to receive or read the written action.

5. Time. Any proposed action may specify a termination date, not later than the day which is 120 days after the first submission of the proposal to the Directors or committee members, on or before which the writings need to be received by the Corporation or committee (as applicable), but if no other date is specified, the termination date shall be the day, not later than such 120th day after first submission, which is 45 days after the date of the first signed approval of the proposal by one or more of the Directors or committee members.

6. Person to Receive. The Corporation as to actions by Directors or standing or special committees of the Corporation, and the Discipline Competition Committee as to actions by committee members of that Discipline Competition Committee or its standing or special committees, shall designate a person to receive the writings relating to such actions without a meeting. Unless otherwise specified by the Board, as to actions by the Board, the person authorized to receive such writings is the Secretary of the Corporation.

F. Waiver of Notice. Any Director or member of any committee, including of a Discipline Competition Committee or any standing or special committee of the Corporation or of a Discipline Competition Committee, may waive notice of any meeting before, at, or after such meeting. The attendance of a Director or committee member at a meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened by reason of lack of notice or defective notice, and promptly at the beginning of the meeting or at the Director's or committee member's later arrival, the Director or committee member makes such objection and does not vote for or assent to any action taken at the meeting. If special notice of a particular purpose for the meeting was required under Utah law, the Articles, or these Bylaws, notice is waived unless the Director or committee member objects to transacting business with respect to the purpose for which special notice was required and does not vote for or assent to action taken at the meeting with respect to the purpose.

G. Dues.

1. Fiscal year. The fiscal year of the Corporation shall extend from May 1st of one year through April 30th of the following year.

2. Exclusions. Any member club failing to pay its membership dues for a fiscal year of the Corporation prior to the annual convention shall be in arrears and shall not be entitled to representation at the annual convention including at the meeting of the members at which membership on Discipline Competition Committees or on the Board of Directors are determined. Such a club may, upon payment of dues in arrears, be reinstated by a vote of the Discipline Competition Committee if this authority has been delegated to it by the Board, or by the Board, as the case may be.

3. Board Approval. Annual dues amounts of members within each Discipline shall be determined by the Discipline Competition Committees and must be ratified by the Corporation Board to become effective. The Board may establish rules or procedures for setting dues and may set dues itself if a Discipline Competition Committee fails to have dues amounts timely ratified by the Board.

H. USSA Policies. The Board shall adopt USSA's code of conduct and USSA's conflict of interest and ethics policies as they exist from time to time.

Article IX – Appeals Procedure

A. General. This Procedure is provided to assist the Corporation Appeals Committee in appeals from sanctions imposed by a Discipline Judiciary Committee (hereinafter “DJC”) or any other appropriate Corporation official based upon the Bylaws or rules of the USSA, the USOC, the Amateur Sports Act, and other relevant authorities. These procedures are not intended to be exclusive but are a format that may be altered and amended from time to time consistent with USSA rules, when such changes are found to be appropriate. Reference is also made to Article IX – Grievances, Suspensions and Appeals of the By-Laws of the USSA.

B. Grievances. Every member of the Corporation shall have the right to pursue written grievances concerning actions by the Board, any of its committees, the Discipline Competition Committees, or any of their committees, or any of their Directors or members of the Discipline Competition Committees, or other officials acting under authority of the Corporation, or any Discipline Competition Committee acting in their official capacities (each of which is a Responsible Person) in accordance with the procedures set forth below:

1. A grievance is defined as an allegation by a member that a Responsible Person while acting in an official capacity has violated these Bylaws or has failed to discharge its obligations under the USSA Bylaws, USOC Bylaws or the Ted Stevens Olympic and Amateur Sports Act.

2. A complainant may initiate the grievance process by filing a written complaint with the principal office of Corporation or of the applicable Discipline Competition Committee with a copy being provided to the Corporation at its principal office. The Complaint shall include the following:

a. The identity of the complainant;

b. The identity of the Responsible Person against whom the grievance is directed (collectively the "Respondents");

c. A short and plain statement of the facts giving rise to the grievance, including the action at issue, Bylaws or official written policies or procedures adopted by the Board or other authority which are alleged to have been violated by the action, the parties involved in the action, the harm to the complainant as a result of such action, and the relief sought;

d. The signature of the complainant (and the signature of his or her parent or legal guardian if he or she is under eighteen (18) years of age); and

e. Any reasonable filing fee adopted in advance by the Board.

3. Within ten (10) days of receiving the Complaint, the Board or its designee shall refer the matter to the applicable Discipline Judicial Committee for initial action, or to the Corporation Appeals Committee if an appeal or grievance relating to a Discipline Judicial Committee is involved, or where appropriate to USSA for disposition pursuant to Article IX of the USSA Bylaws.

C. General Appeal Process. The following steps should be followed whenever a complaint against any athlete, coach, trainer, manager, administrator, or other member of the Corporation has been heard and decided in proceedings before a Discipline Judicial Committee (a "DJC") and appealed to the Corporation Appeals Committee:

1. The DJC Chair at the time a decision is announced shall inform the parties to any proceeding of the availability of any appeal and of time for any appeal pursuant to the applicable grievance procedures and rules. Unless another appeal time applies, appeals must be made within ten (10) days of the announcement of the decision. Notice of Appeal from a decision of the DJC shall be made in writing to the Chair of the Corporation Appeals Committee in the manner prescribed by the DJC Chair in his or her notification to the appealing party of the appeals procedure.

2. The Corporation Appeals Committee Chair, upon receipt of a Notice of Appeal, shall make a preliminary determination as to whether or not the appeal was filed within the time period prescribed by the Chair of the DJC in his or her instructions to the appealing party regarding the appealing party's right to appeal and whether or not the appeal is otherwise proper pursuant to the applicable grievance procedure. If the Appeals Committee Chair determines that the appeal is not timely filed or is otherwise improper, the appealing party shall be notified in writing that the appeal is dismissed for lack of timeliness or for impropriety, and the sanctions or other action taken or imposed by the DJC shall be upheld. If the Notice of Appeal is timely filed and is proper, the Appeals Committee shall proceed to hear the appeal in the manner outlined in the following paragraphs. The Appeals Committee Chair may extend the filing deadline upon good cause at any time deemed appropriate.

a. The Appeals Committee Chair shall schedule a hearing within a reasonable time under the circumstances, and shall notify the appealing party and any respondent, and also the Discipline Competition Committee Chair, in writing of the date, time, and place of the hearing, and refer the participants to the procedures to be followed during the course of the hearing as outlined in these Bylaws or any applicable grievance procedure or rule. These procedures may include the filing of written arguments or documentary evidence as deemed appropriate.

b. At the hearing, a majority of the members of the Appeals Committee may proceed to hear the matter. The members of the Appeals Committee may be present either in person or by telephone, but a majority must be present in some fashion to hear the proceeding in order for the proceeding to be valid.

c. The appealing party may waive his or her right to an in-person hearing and in such event, the Appeals Committee may proceed to consider the appeal on documents submitted or in any manner it deems appropriate and fair to all parties.

d. If a hearing is held, the appealing party has the right to be present in person or through counsel or other individual the appealing party may designate, but only one individual may speak on behalf of the appealing party unless the Chair rules otherwise. The respondent, if any, may be present and represented by counsel or by some other person designated by the respondent for such purpose, but only one individual may speak on behalf of any respondent unless the Chair rules otherwise.

e. At the hearing, the Chair of the Appeals Committee, or his designee if the Chair is not present, may proceed to allow both the appealing party and any respondent to present their case either orally or in writing in a manner deemed appropriate, fair, and just to all concerned parties. The Chair shall have the power to limit the time for each party's presentation. At the hearing, it shall be the burden of the appealing party to prove, by clear and convincing evidence where an issue of fact is to be proven, that the decision of the DJC was in error, arbitrary, or unfairly reached. At the conclusion of the hearing, the Appeals Committee members may either confer and render an oral decision, to be followed by a decision in writing, or may take the matter under advisement. The Appeals Committee shall render a decision within seven (7) working days of the date of the hearing, excluding Saturdays, Sundays, and legal holidays. The day after the hearing date shall be considered the first day.

f. The Appeals Committee shall provide a written decision either upholding, reversing, or upholding in part and reversing in part the decision of the DJC with regard to the matter in question, and the decision shall be signed by all participating members, both concurring and dissenting in the decision. All parties shall be notified of their right to file a grievance pursuant to the provisions of Article IX of the USSA By-laws. This notification shall be in writing and shall be part of the written decision of the Appeals Committee. All interested parties shall receive a copy of the written decision at the address provided to the Appeals Committee by the party. The written decision shall note where appropriate that the matter is referred back to the DJC for further action or for further proceedings in compliance with the decision of the Corporation Appeals Committee.

Article X – Indemnity

A. Indemnification of Directors, Officers, etc. The corporation declares (i) that any person who serves or served as a director or who serves or served on its behalf or at its request as an officer of the corporation or as a chairperson or member of any committee of the corporation created by the Board or these Bylaws including the Discipline Competition Committees, or who is specified in these Bylaws as entitled to indemnity under this Article, or who serves or served on behalf of or at the request of the corporation as a trustee, director, or officer of another corporation, whether for profit or not for profit, or as a member, manager, partner, fiduciary, or similar official of any other trust, partnership, limited liability company, employee benefit plan, or other form of organization, whether for profit or not for profit, shall be, and (ii) declares that in the discretion of the Board of Directors any other employee or agent of the corporation or other person for whom indemnity might lawfully be provided under the Act, may be, indemnified by the corporation against expenses (including attorney's fees), judgments, penalties, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by such person by reason of such service, who was or is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, whether formal or informal (a “proceeding”), provided such person for whom indemnity is actually authorized (a “person covered by this Article X”) met the following standard and any higher or additional applicable standard under the Act now or in the future existing: such person acted in good faith without intentional, willful, or reckless misconduct, acted within what the person reasonably believed to be the scope of such person’s authority, and acted in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, as applicable, with respect to any criminal action or proceeding, such person had no reasonable cause to believe such person’s conduct was unlawful, or with respect to any employee benefit plan, such person reasonably believed such person’s conduct was for a purpose in, or not opposed to, the interests of the participants in, and beneficiaries of, the plan.

1. No Presumption. Except as provided in Section B or Section C, termination of any such proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith and did not meet the foregoing standards.

2. Duty to Inform. Each person covered by Article X shall have a duty to inform the president or the Board of Directors, in writing, as soon as practical after receiving any information concerning the start of any proceeding involving any indemnifiable matter related to that person, including threats or the commencement of any process by or before any person, authority, or tribunal, and after that, to truthfully and timely provide all material nonprivileged information and evidence regarding such matter to the corporation or its delegee. Indemnity or advances may be denied, limited, offset, or recovered if the person covered by Article X fails in this duty, causing material prejudice to the corporation or to other persons then or later covered by Article X.

B. Indemnification Against Liability to the Corporation. Regardless of whether the applicable standard of conduct set forth in Section A has been met, no indemnification shall be

made in respect of any claim, issue, or matter as to which a person covered by Article X, whether or not involving the person's official capacity, shall have been adjudged or found to be liable to, or shall have paid or agreed to pay, whether directly or through insurance or other source, amounts in settlement either to or on behalf of the corporation in any proceeding by or in the right of the corporation or to or on behalf of anyone in any proceeding on the basis that the person derived an improper personal benefit, unless and only to the extent that in either such event the court in which such proceeding was brought and which conducted it, or another court of competent jurisdiction, shall determine upon application made no later than six months after the adjudication or finding of liability or the settlement that, despite the adjudication or finding of liability or the settlement, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnification for (but only for) such reasonable expenses (including attorney's fees) incurred in connection with the proceeding or settlement, which such court shall deem proper.

C. Indemnification in Criminal Action. Regardless of whether the applicable standard of conduct set forth in Section A has been met, no indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Article X, whether or not acting in an official capacity, shall have been adjudged to be guilty (whether by conviction, plea of nolo contendere, or otherwise) where such person derived an improper personal benefit, or where one of the intended or unintended victims of the crime was the corporation, unless and only to the extent that the court in which such action or proceeding was brought and which conducted it shall determine upon application made no later than 60 days after the adjudication of guilt, that despite the adjudication of guilt but in view of all the circumstances of the case, such person is entitled to indemnification for (but only for) such reasonable expenses (including attorney's fees) incurred in connection with such action or proceeding or such portion of fines, which such court shall deem proper.

D. Advance Payment. The right (if any) to indemnification by the corporation conferred by this Article or by some other writing pursuant to Section E, unless specifically limited by action of the Board (see Section F) to actual members and former members of the Board of Directors or some other specified class of persons or limited or superseded consistent with the Act by the terms of the writing granting the indemnification, shall include the right to be paid or reimbursed by the corporation for the reasonable expenses incurred in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification (an "advance"); provided, however, that the advance of such expenses incurred in advance of the final disposition of a proceeding shall be made only upon (i) delivery to the corporation of a written affirmation by such person of that person's good faith belief that such person has met the standard of conduct necessary under the Act and this Article for indemnification under this Article, and of a written undertaking, executed by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article or otherwise, and (ii) a determination being made in the manner required by the Act that the facts then known to the persons making the determination, would not preclude indemnification or an advance under this Article X or the Act, and would not likely constitute an excess benefit under Code § 4958, or create any excise tax liability on the corporation or any Director or officer, or jeopardize the tax exemption of the

corporation, and that all conditions to the making of the advance under this Article have been met.

1. Creditor Condition. No advance need be approved or paid if the corporation is or would be rendered insolvent by the payment or if a creditor of the corporation would be substantially prejudiced as determined by the persons making the determination that the conditions required for the advance have been met. The foregoing is for the protection of the corporation and is not a subordination and shall not be deemed to prejudice any legal right of a person entitled to indemnity with respect to priority as a creditor of the corporation or similar matters.

2. Payment Time. Upon the determination that all conditions to an advance have been met, the corporation shall pay the amount of the advance within 60 days, or where recurring advances are anticipated the corporation in its discretion, either before or after an indemnifiable event has occurred or a request for an advance is made, may establish a quarterly or other regular schedule and process for making advancements on such reasonable terms as it may specify. If such a process for a regular schedule of payments of advances is instituted, the corporation shall have not less than 60 days to review a matter submitted for payment before the payment, if payable, may become due, and there shall be no presumption that any matter not specifically denied or not denied in a set time is to be treated as approved.

3. Recovery. No such advance shall prejudice any right of the corporation to recover the amount of such advance if the indemnified person is determined not to be entitled to indemnity, if the advance is part of an excess benefit, creates any excise tax liability on the corporation or any Director or officer, or endangers the tax exemption of the corporation, if the person receiving the advance fails to perform any duty or meet any condition under or imposed pursuant to this Article at any time, or if such advance is otherwise recoverable by law or under this Article. Any such advance that is so recoverable shall bear interest at the legal rate in Utah compounded annually (or at such higher rate as may have been agreed to by the indemnified person) from the date the advance payment was made, and the indemnified person shall be obligated to repay to the corporation the amount of recoverable advance together with such interest within ten days of demand for it.

E. Other Indemnification. The provisions of this Article X supersede to the fullest extent allowed by law, any right to indemnity, reimbursement, or advancements which may otherwise apply to any person under the Act in the absence of contrary action or under any common law rule; to the extent any such right may not be lawfully superseded, the legally-mandated indemnity shall be limited, to the fullest extent allowable by law, to persons who meet the standards of conduct and conditions under Sections A through C above. However, the indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under the articles of incorporation, any agreement, any other provision of these Bylaws, vote of the disinterested directors, or otherwise, and under any procedure provided for by any of the foregoing, both as to action in such person's official capacity and as to action in another relevant capacity while holding the office, position, or status by reason of which indemnification rights are provided. No such indemnification shall under any circumstances be made to any person not authorized for indemnity under the Act or

otherwise in violation of the Act, or on any basis other than an instrument in writing specifically authorized by the corporation through its Board of Directors. Except to the extent superseded by, or inconsistent with, the express terms of such a written instrument providing the indemnification or reimbursement, the terms of this Article X shall apply to that indemnification or reimbursement.

F. Period of Indemnification. Any indemnification pursuant to this Article shall (a) be applicable to acts or omissions which occurred prior to the adoption of this Article, and (b) continue as to any indemnified party who has ceased to hold a position or status which made the person a person covered by Article X, and shall inure to the benefit of the heirs and personal representatives of such indemnified party. The repeal or amendment of all or any portion of these Bylaws or the taking of any other action by the Board which would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment or action, eliminate, restrict, or otherwise affect the right or power of the corporation to indemnify any person or affect any right or power of the corporation to indemnify any person or affect any right of indemnification or reimbursement of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment or action.

G. General Requirement of Determination of Permissibility. No indemnification and no advancement of expenses with respect to a person covered under Article X shall be made by the corporation under this Article or otherwise, unless authorized in the specific case on the making of the determinations as to the permissibility of the indemnification or advancement in the manner and by the persons as described in § 16-6a-906 of the Act. If no person would have authority to make such a determination, the corporation or any interested person may request a court to do so or to appoint someone who can do so.

H. Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any person indemnified or reimbursed under this Article against any liability asserted against that person and incurred by that person in the capacity of or arising out of that person's status as an agent of the corporation or a person covered by Article X, whether or not the corporation would have the power to indemnify that person against such liability under applicable provisions of law. The corporation may also purchase and maintain insurance, in such amounts as the Board may deem appropriate, to insure the corporation against any liability, including without limitation, any liability for the indemnifications, advances, or reimbursements provided in this Article or otherwise.

I. Right to Impose Conditions to Indemnification. The corporation shall have the right to impose, as conditions to any indemnification or advancements provided or permitted in this Article with respect to persons covered by Article X, such reasonable requirements and conditions as the Board of Directors may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that the person to be indemnified shall have acknowledged and agreed in a written statement signed by that person and delivered to the corporation that the provisions of this Article are applicable to such person and binding on such person and any heirs or successors, and that such provisions are the exclusive source of such

person's rights relating to indemnity, except for any others which may be provided pursuant to a written instrument described in Section E and specifically described in the written statement; (b) that any counsel representing the person to be indemnified in connection with the defense or settlement of any proceeding shall be counsel that is mutually agreeable to the person to be indemnified and to the corporation; (c) that the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding, whether made, initiated, or threatened, against the person to be indemnified, other than criminal proceedings; and (d) that in addition to or in supplementation of any subrogation rights of the corporation under applicable law, the person to be indemnified shall take lawful action to the extent of such person's legal ability to do so to assure that the corporation shall be subrogated, to the extent of any payments made by way of indemnification or advancements, to all of the indemnified person's rights of recovery of any nature related to the matter from any source, including any described in Section L below, in any capacity, and that such rights of the corporation shall be protected.

1. Initial Disclosure. Whether or not any such condition exists when a person applies for indemnification or advancement, the person applying to be indemnified or to receive an advancement shall fully disclose to the corporation in writing any basis claimed for indemnity beyond the provisions of this Article, the identity of counsel for such person with respect to the matter and the fee arrangement with such counsel, and any such rights of recovery or related claims known to that person. Such person shall update such disclosure from time to time on request by the corporation.

2. Required Action. If a condition relating to indemnification is imposed, the person applying to be indemnified or to receive an advancement shall timely execute and deliver all writings and do everything reasonably necessary as requested on behalf of the corporation to meet the condition. With respect to a condition relating to assuring rights of subrogation or other similar rights or entitlements to the corporation, such required action may include assigning any or all such rights of recovery or proceeds or a security interest in them to the corporation as directed by and acceptable to the Board of Directors or its delegee.

3. Right to Act for Corporation. Any such conditions may be imposed in each case by the Board either before or after any claim for indemnity or advancement is made, and either before or after the act, omission, or occurrence giving rise to the claim for indemnity. If pursuant to the Act the Board is unable to act concerning imposing or enforcing any such conditions, or concerning any other matter under this Article, the persons authorized to make a determination as to the permissibility of an indemnification or advance under this Article, may act on such matters at their own initiative or on request from any Director.

J. Limitations on Indemnification. Notwithstanding any other provision of these Bylaws, any indemnification or advancement, under this Article or otherwise, shall be subject to the following provisions, except to the extent superseded by law or agreement.

1. Preservation of Tax Status. The corporation shall neither indemnify (including by advancement) any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the corporation as any

organization described in section 501(c)(3) of the Code or that either would result in liability under section 4941 of the Code or would be an excess benefit under Section 4958 of the Code, as applicable.

2. Protection from Creditor or Conflicting Claims. The rights of indemnity (including advancements) from the corporation, whether under this Article or otherwise, shall be subject to any steps necessary or advisable to protect the corporation from opposing claims from any source (whether or not creditors of the corporation) relating to indemnity payments, and to any restrictions under the Act or other applicable law relating to corporate payments or distributions or the rights of creditors of the corporation, and some or all amounts otherwise payable relating to any such indemnity (including by advancement) may be withheld or postponed (without the accrual or payment of interest by the corporation) or may be deposited with a court of competent jurisdiction or interpled by any available procedure, to the extent making such payments would violate any such restrictions or the corporation would become subject to opposing claims with respect to such payments. No such withholding or postponement or interpleader or similar action shall be deemed to prejudice the rights under applicable law of the person otherwise entitled to any indemnity payment, with respect to other creditors of the corporation or anyone else. The foregoing is for the benefit of the corporation and is not a subordination to any creditor.

3. Time Limits. Unless a shorter time period is provided by law (through any statute of limitations, the doctrine of laches, or any other time bar), by agreement, or otherwise, the corporation shall have no liability or responsibility to provide any indemnification or reimbursement with respect to any claim, issue, or matter under this Article or, unless specifically superseded by the terms of the indemnity or reimbursement, under any other source of indemnity or reimbursement by the corporation, unless the claim for indemnity or reimbursement (i) is raised by the person making the claim by a specific notice to the corporation of the particular claim delivered to the president or the Board of Directors or its delegee within one year of the termination of the proceeding, whether by final judgment not subject to further appeal, settlement, abandonment, dismissal, waiver, time bar, or otherwise, and (ii) if properly and timely raised, (y) the claim is allowed or denied by the Board of Directors or its delegee by written notice to the claimant or (z) the claim is not acted on and such notice of allowance or denial to the claimant is not sent by the corporation, in either event within six months of the notice to the corporation of the claim for indemnity, and in either event action on the claim for indemnity or reimbursement is not brought by such claimant (a) within six months of any such notice of allowance or denial, or (b) within one year from the notice to the corporation from the claimant raising the claim for indemnity, whichever is sooner, or within such extended time as may be granted in writing by and in the discretion of the Board or its delegee.

4. No Third-party Beneficiaries. The persons entitled to benefits under this Article are only the persons identified in it to benefit and there are no third-party beneficiaries of it.

K. Savings Provision. If any portion of this Article shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify

and provide advances for each person entitled to indemnity to the full extent permitted by any applicable portion of this Article that shall not have been invalidated.

L. Secondary to Other Rights. To the extent allowable by law, the indemnity or advancements to be provided by the corporation to any person shall be treated as secondary to any other indemnification, exoneration, contribution, or similar rights pursuant to law or any agreement between the person and anyone, or from any other source, whether or not insured, and in any capacity enjoyed by the person claiming indemnity or advance relating to the same factual circumstances, provided that the foregoing shall not preclude the expeditious provision of advances or indemnity to an indemnified person otherwise entitled to them under this Article if any reasonable condition imposed by the Board relating to rights of recovery have been complied with by the indemnified person. Nothing in this Article shall be deemed a waiver of, or a limitation on, any right of the corporation as to anyone under principles of subrogation, contribution, exoneration, indemnification, or similar legal doctrines.

M. Providing Evidence. In addition to any indemnity or advancement otherwise applicable under this Article with respect to a person subject to Article X required to give testimony or provide evidence in connection with a proceeding while such person is a party to or threatened to be made a party to the proceeding, the following shall apply:

1. Rights Retained. Nothing in this Article shall (a) limit the Corporation's power to pay or reimburse expenses (other than attorney's fees which shall require an explicit agreement with the Corporation authorized by the Board) (i) incurred by a person who is a "director" (as director is defined in § 16-6a-901 of the Act) where such payment or reimbursement is allowed under § 16-6a-909(2) of the Act, in connection with such person's appearance as a witness in a proceeding at a time when the person has not been made a named defendant or respondent to the proceeding, or (ii) in any manner not in violation of the Act and specifically authorized by the Board or its delegee in connection with requesting testimony or evidence from a person who would not otherwise be a person subject to Article X if named a party to the proceeding, or (b) limit the Corporation's power to require by subpoena or any other available process the testimony or evidence of any person without any expense reimbursement or advance other than any applicable witness fees or mileage fees provided by statute or other legal mandate or by rule or order of the tribunal or authority conducting the proceeding or before which the proceeding is being conducted.

2. Later Developments. Any right to reimbursement of a person related to giving testimony or providing evidence, whether under this Section M or pursuant to § 16-6a-909(2) of the Act, shall not be invalidated or affected by reason of the person later becoming a party to or being threatened with becoming a party to, the proceeding.

3. Limitations. In addition to other limitations imposed with respect to reimbursements or advances under or pursuant to this Section M, the conditions or limitations applicable to advances contained in Sections I through L shall apply to any such reimbursements or advances.

Article XI – Amendments to Bylaws

A. Proposals for Amendment. Amendments to these Bylaws may be proposed by either (i) any three voting Directors serving on the Board; or (ii) written petition submitted by a member club or member competition organization and signed by not less than two elected officers of the member club or member competition organization. Amendments proposed by any club or competition organization shall be presented to the Corporation Board in writing at least 45 days before the annual spring meeting of the Board. Amendments proposed by Directors sitting on the Board shall be presented to the full Corporation Board at least 31 days before the annual spring meeting of the Board. The proposed amendment must be accompanied by a brief explanation of its effect, if adopted, and the reasons for its proposal. The Board shall send the proposed amendment and the explanation by first-class mail or email to each member club of the Corporation at least 28 days before the annual spring meeting of the Board.

B. Adoption of Amendment. Amendments to these Bylaws may be adopted only by the affirmative vote of two-thirds of the full Board of the Corporation and shall become effective forty-five (45) days from the date of adoption by the Corporation Board and approval by the USSA Board unless a referendum is called prior to the effective date of the Amendment by the Board in its discretion to decide on whether the amendment should become effective, or a referendum is called pursuant to C of this Article, in which case the amendment shall take effect only upon approval by the general individual membership of the Corporation.

C. Referendum. In addition to a Board called referendum pursuant to B of this Article, member clubs or member competition organizations in good standing may call a referendum on any amendment to these Bylaws that was adopted or rejected by the Board by filing a petition on or before the effective date of the amendment (where the Board adopted the amendment) or 30 days after rejection (where the Board rejected the amendment) signed by the presidents of not fewer than five percent (5%) of the total number of member clubs or member competition organizations in the aggregate.

D. Referendum Process. Within sixty (60) days of an effective referendum call whether under B or C above, the Corporation shall mail or email to all Affiliate Members and Individual Members in good standing a ballot which shall contain all information required to accompany a proposed amendment as provided in Section A of this Article along with a statement by the Board describing its reasons for supporting or opposing the amendment and a similar statement by the members responsible for any referendum petition describing their reasons for supporting or opposing the amendment. The ballot shall provide space for the Affiliate Members and Individual Members to approve or disapprove the amendment and shall state that the ballot must be received by the Board at the address specified on the ballot within thirty (30) days of the date of mailing in order to be valid.

E. Referendum Decision. The vote of a majority of those Affiliate Members and Individual Members returning ballots within thirty (30) days as provided in Section D of this Article shall carry the decision.

F. Effectiveness of Amendments Adopted. Any amendment of these bylaws shall become effective forty-five (45) days from the date of approval by the Board of the Corporation and by the USSA Board or if a referendum is called, on the approval of the members in the manner described above and approval of the USSA Board.

Article XII – Miscellaneous

A. Account Books, Minutes, Etc

. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees appointed by the Board, and, where required by the Board, of important business meetings of officers. Discipline Competition Committees may keep their own records unless otherwise required by the Board, but shall provide the Board with all minutes of proceedings and, within 10 days of any request, copies of such documents and records as the Corporation may request. All books and records of the Corporation or any Discipline Competition Committee may be inspected and copied by any Director or the Director's accredited agent or attorney, for any proper purpose at any reasonable time.

B. Conveyances and Encumbrances

. Property of the corporation may be assigned, conveyed, or encumbered by such officers or agents of the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance, and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by the Act.

C. Designated Contributions

. The Corporation may accept any designated contribution, grant, bequest, or devise consistent with its general tax-exempt purposes, as set forth in the articles of incorporation. As so limited, donor-designated contributions will be accepted for special funds, purposes, or uses, and such designations generally will be honored. However, unless otherwise specifically authorized by the Board in a given case, the Corporation shall reserve all right, title, and interest in and to, and control of, such contributions, as well as full discretion as to the ultimate expenditure or distribution of them in connection with any special fund, purpose, or use. Further, the Corporation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation's tax-exempt purposes.

D. Severability

. The invalidity of any provision of these Bylaws shall not affect the other provisions of them, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

E. Insurance

. The Corporation shall have full authority to acquire any kind of insurance (including, but not limited to, public liability, officers and directors' liability, fire and casualty, life, accident, disability, or medical) for the Corporation or persons providing property or services for or on

behalf of the Corporation, insuring the Corporation or any person or property with respect to any risk with respect to which the Corporation or insured person may have a legally-recognizable insurable risk, where doing so is within or not inconsistent with the tax-exempt functions of the Corporation.

F. Day. A reference to a day is to a calendar day unless a working or business day is specified.

G. Interpretation. The Board shall have discretion to interpret and apply these Bylaws and any such interpretation or application shall be binding on all persons unless arbitrary and capricious.

These Bylaws were adopted the ____ day of _____, 2017 by the initial board of Directors of the Corporation.

Secretary of the Corporation