



Member, U.S. Olympic Committee

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February 16, 2018

Dear Senators Moran and Blumenthal,

Thank you for your letter requesting an update on how USA Surfing is protecting the health and safety of the athletes in our program. We are a new National Governing Body. We earned our NGB status and our membership in USOC last June. Our Bylaws, attached, outline most of what we are doing. I will answer your specific questions as best I can. Most of the scenarios outlined have never occurred, but we are set up to head off and address each of these.

1. We have continued dialogue with our members through email and our website alerting our athletes and their families to our efforts to safeguard them while competing and training (see email to team from Coach Joey Buran attached). We maintain an open non-threatening line of communications and encourage an environment where anyone can bring a concern to our attention with out fear and with the knowledge it will be acted upon.
2. We currently background screen and have all volunteers, staff, coaches, medical staff, trainers and take the SafeSport certification. We also ask parents to have their private coaches and trainers go through our screening and SafeSport Education.
3. No. We do not have any non-disclosures currently, nor do we see a need to have them in the future.
4. We only have employment agreement (attached for our sole employee - Greg Cruse) an athlete agreement that we are working on that only spells out requirements for being on the team (attached)
5. We have not had any complaints to date, but the course of action is outlined in our bylaws and requires immediate reporting to authorities and removal from the organization pending investigation.
6. We have not had any incidence.
7. We became a USOC member after SafeSport was formed and we are organized around the tenets of SafeSport and are in the process of completing all of the requirements to be fully compliant and ready for annual audit.

Sincerely,

Greg Cruse - CEO
USA Surfing, Inc.
greg@usasurfing.org
949-533-4734

Attachments:
USA Surfing Bylaws
USA Surfing Coaches Letter to Team and Families
USA Surfing Employment Contract



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USA Surfing Athlete Agreement - Draft
USA Surfing Code of Conduct

June 7, 2017

BYLAWS

OF

USA SURFING, INC.



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SECTION 1.

NAME AND STATUS

Section 1.1. Name.

The name of the corporation shall be USA Surfing, Inc. (referred to in these Bylaws as “USA Surfing”). USA Surfing may establish such acronyms or abbreviations as may be appropriate for business use, and may establish logos, service marks or trademarks as may be appropriate to further its [purposes, mission](#) recognition and goals.

Section 1.2. Non-profit Status.

USA Surfing shall be a [non-profit corporation](#) incorporated and licensed pursuant to the laws of the State of California. USA Surfing shall be [operated for charitable and educational purposes and it shall also have as its purpose to foster national and international amateur sports competition in the sport of Surfing.](#) USA Surfing shall operate consistent with and shall maintain a tax-exempt status in accordance with section 501(c)(3) of the Internal Revenue Code.



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SECTION 2.

OFFICES

Section 2.1. Business Offices.

The principal office of USA Surfing shall be in San Clemente, CA. USA Surfing may at any time and from time to time change the location of its principal office. USA Surfing may have such other offices, either within or outside California, as the Board of Directors may designate or as the affairs of USA Surfing may require from time to time.

Section 2.2. Registered Office.

The registered office of USA Surfing required by the NONPROFIT CORPORATION ACT OF STATE OF CALIFORNIA shall be maintained in CALIFORNIA. The registered office may be changed from time to time by the Board of Directors or by the officers of USA Surfing, or to the extent permitted by the Nonprofit Corporation Act by the registered agent of USA Surfing. The registered office may be, but need not be, the same as the principal office.



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SECTION 3. MISSION

Section 3.1. Mission.

The Mission of USA Surfing shall be to enable United States athletes to achieve sustained competitive excellence in Olympic, Paralympic, Pan American and Parapan American competition and to promote and grow the sport of Surfing in the United States.

• (a) Surfing is defined as follows:

- Any activity in which the primary force that moves the participant's Surfing equipment, is a wave either of natural or artificial source.
- An activity on the waves on any type of equipment used for Surfing.
- An activity in calm waters on any type of equipment used for

Surfing.

- All Stand Up Paddle (SUP) activities in all bodies of water in any format.



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SECTION 4.

RECOGNITION AS NATIONAL GOVERNING BODY

Section 4.1. Recognition as a National Governing Body.

USA Surfing shall seek and attempt to maintain recognition by the United States Olympic Committee as the National Governing Body for the sport of Surfing in the United States. In furtherance of that purpose, USA Surfing shall comply with the requirements for recognition as a National Governing Body as set forth in the Ted Stevens Olympic and Amateur Sports Act (36 U.S.C. §§ 220501 – 220529) and as mandated by the United States Olympic Committee (“USOC”) as such requirements are promulgated or revised from time to time. In fulfilling those requirements USA Surfing shall:

- a. be a member of only one (1) international sports federation, which is recognized by the International Olympic Committee and the International Paralympic Committee as the worldwide governing body for the sport of Surfing.
- b. be autonomous in the governance of the sport of Surfing, by independently determining and controlling all matters central to such governance, by not delegating any of that determination or control, and by being free from outside restraint;
- c. maintain the managerial and financial competence and capability to establish national goals for Surfing relating to the development and wellbeing of the sport, to implement and administer a plan for the attainment of those goals, and to execute its obligations as the National Governing Body for the sport of Surfing;
- d. provide for individual and/or organizational membership;
- e. ensure that its Board of Directors, and any other governance body, has established criteria and election procedures for, and maintains among its voting members, individuals who are actively engaged in amateur athletic competition in Surfing or who have represented the United States in an international amateur athletic competition in Surfing within the preceding ten (10) years, and ensures that the voting power held by those individuals is not less than twenty percent (20%) of the voting power held in its Board or other governance body;
- f. be governed by a Board of Directors whose members are selected without regard to race, color, religion, national origin, or gender, with reasonable representation on the Board of both males and females;



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- g. provide an equal opportunity to amateur athletes, coaches, trainers, managers, administrators, and officials to participate in Surfing competitions without discrimination on the basis of race, color, religion, age, gender, or national origin;
- h. not have an officer who is also an officer of another amateur sports organization that is recognized by the USOC as a National Governing Body;
- i. provide procedures for the prompt and equitable resolution of grievances of its members;
- j. provide fair notice and an opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate;
- k. agree to submit to binding arbitration in any controversy involving: (i) its recognition as a National Governing Body, or (ii) the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to participate in amateur athletic competition in Surfing, upon demand of the USOC or any aggrieved amateur athlete, coach, trainer, manager, administrator or official, conducted in accordance with the Commercial Rules of the American Arbitration Association or as modified pursuant to the Ted Stevens Olympic and Amateur Sports Act;
- l. not have eligibility criteria relating to amateur status or to participation in the Olympic or Pan American Games that are more restrictive than those of the international sports federation for the sport of Surfing recognized by the International Olympic Committee or the International Paralympic Committee;
- m. perform all other obligations and duties imposed by the Ted Stevens Olympic and Amateur Sports Act and by the USOC on a National Governing Body.
- n. Members of USA Surfing are under the jurisdiction of the World Anti-Doping Association Code, USADA protocol and the International Surfing Association anti-doping rules.



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SECTION 5.

MEMBERS

Section 5.1. Categories of Membership.

USA Surfing shall have individual and organization membership categories as follows:

- a. Individual Membership Categories –
 - 1. **Athlete members.** Athlete members are those individuals who register as competitive athletes and are eligible for competition in Surfing.
 - 2. **Coach members.** Coach members are those individuals who register as active coaches and who are certified as coaches by USA Surfing.
 - 3. **Judging members.** Judging members are those individuals who register as active judges and who are certified as judges by USA Surfing.
 - 4. **Supporting members.** Supporting members are those individuals who register as supporting members and who are interested in the purpose, programs, aims and objectives of USA Surfing.
 - 5. **Life members.** Life members are those individuals who register as life members and who pay to USA Surfing a life membership fee.
- b. Organization Membership Categories –
 - 1. **Club members.** Club members are those Surfing clubs that register as clubs and which agree to conduct their programs in accordance with and agree to be bound by the rules and regulations of USA Surfing.
 - 2. **Affiliated Organization members.** Affiliated Organization members are those amateur sports organizations that register as affiliated organizations and which conduct a regional program or regular regional amateur athletic competition in the Surfing on a level of proficiency appropriate for the selection of amateur athletes to participate in USA Surfing Prime Series and/or USA Surfing Championships.
 - 3. **Contributing Organization members.** Contributing Organization members are those amateur sports organizations that register as contributing organizations and which conduct athletic programs or activities that further the sport of Surfing in the United States or which otherwise support the sport of Surfing in the United States.



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Section 5.2. Voting Members.

Individuals belonging to the following membership categories shall be entitled to vote in an election for Directors of the Board:

Affiliated Member Organizations may select one person to act as their representative on the Affiliated Member Organization Committee of USA Surfing. Members of the Affiliated Member Organization Committee may elect one member to the Board of Directors of USA Surfing for a term of 2 years.

Athlete members meeting the qualification standards for the Athlete Director seats are eligible to vote on the Athlete Director positions.

Individuals and organizations belonging to the following membership categories have no voting privileges:

- a. Individual Membership Categories – See section 5.1.a**

Section 5.3. Membership Requirements and Dues.

Membership in USA Surfing is a privilege and creates with it certain obligations and duties. The Board of Directors may establish such membership requirements and dues as the Board shall deem necessary or appropriate. Further, the Board may establish such rules and procedures for the manner and method of payment of dues, the collection of delinquent dues and the proration or refund of dues, as the Board shall deem necessary or appropriate. No privilege of membership shall be available until all membership requirements are satisfied and all dues are paid in full.

Adherence to the World Anti-Doping Code (the Code) is an important requirement of membership, to protect the health and welfare of individuals, and ensure a fair playing field. As the Olympic NGB for surfing in the United States, USA Surfing is required by the International Olympic Committee (IOC), and the USOC to comply with the anti-doping rules and regulations established internationally by the World Anti-Doping Agency (WADA). This program is not optional, but a requirement for participation in all Olympic sports.

To comply with the Code and various WADA standards, the USOC has contracted with the United States Anti-Doping Agency (USADA) (an independent legal entity not subject to USOC control) to implement the requirements of the Code within the U.S. As a requirement of the Code, all NGBs must comply, in all respects.

- a. Athlete Membership Anti-Doping Obligations–**
 - 1. It is the duty of members of USA Surfing to comply with all anti-doping rules of the International Surfing Association (ISA) and of the U.S. Anti-Doping Agency (USADA), including the USADA Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by the ISA and USADA.**



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2. **Members agree to submit to drug testing by the ISA and/or USADA or their designees at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules make them subject to penalties including, but not limited to, disqualification and suspension.**
 3. **If it is determined that a member may have committed a doping violation, the member agrees to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the ISA and/or USA Surfing, if applicable or referred by USADA.**
- b. **Safe Sport Policy/Procedure - As a member National Governing Body of the United States Olympic Committee, USA Surfing is required to adhere to the safe sport rules and regulations of the USOC. Additionally, USOC Bylaw Section 8.7(l) provides that, as a condition of membership in the USOC, each NGB shall comply with the policies and procedures of the independent safe sport organization designated by the USOC to investigate and resolve safe sport violations. The USOC has designated the U.S. Center for Safe Sport as that organization. The current safe sport rules, policies and procedures are available at the offices of USA Surfing, on-line at the following website: www.safesport.org and on the USA Surfing website at www.usasurfing.org.**
- c. **As a condition of membership in USA Surfing and a condition for participation in any competition or event sanctioned by USA Surfing or its member organizations, each USA Surfing member and each athlete, coach, trainer, agent, athlete support personnel, medical or para-medical personnel, team staff, official and other person who participates in USA Surfing or USA Surfing events (whether or not an USA Surfing member), agrees to comply with and be bound by the safe sport rules, policies and procedures of the U.S. Center for Safe Sport and to submit, without reservation or condition, to the jurisdiction of the U.S. Center for Safe Sport for the resolution of any alleged violations of those rules, policies and procedures, as may be amended from time to time. To the extent any USA Surfing rule is inconsistent with the rules of the U.S. Center for Safe Sport, such rule is hereby superseded.**

Section 5.4. Termination of Membership.

The membership of any member may be terminated at any time with cause by the Board of Directors. A member shall have the right to fair notice and a hearing prior to termination. The NGB may retain jurisdiction over any member who has pending financial obligations, or



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pending grievances against him/her, regardless of the status of membership.

Section 5.5. Transfer of Membership.

Members may not transfer their membership in USA Surfing. Members shall have no ownership rights or beneficial interests of any kind in the property of USA Surfing.



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SECTION 6

BOARD OF DIRECTORS

Section 6.1. General Powers.

Except as otherwise provided in these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of USA Surfing shall be managed by, its Board of Directors.

Section 6.2. Function of the Board.

USA Surfing's Board of Directors shall represent the interests of the Surfing community for USA Surfing in the United States and its athletes by providing USA Surfing with policy, guidance and strategic direction. The Board shall oversee the management of USA Surfing and its affairs, but it does not manage USA Surfing. The Board shall select a well-qualified Chief Executive Officer and diligently oversee the Chief Executive Officer in the operation of USA Surfing. The Board shall focus on long-term objectives and impacts rather than on day-to-day management, empowering the Chief Executive Officer to manage a staff-driven organization with effective Board oversight. In addition, the Board performs the following specific functions, among others:

- a. implements procedures to orient new Board directors, to educate all directors on the business and governance affairs of USA Surfing, and to evaluate Board performance;
- b. selects, compensates, evaluates and may terminate the Chief Executive Officer and plans for management succession;
- c. reviews and approves USA Surfing's strategic plan and the annual operating plans, budget, business plans, and corporate performance;
- d. sets policy and provides guidance and strategic direction to management on significant issues facing USA Surfing;
- e. reviews and approves significant corporate actions;
- f. oversees the financial reporting process, communications with stakeholders, and USA Surfing's legal and regulatory compliance program;
- g. oversees effective corporate governance;
- h. approves capital structure, financial strategies, borrowing commitments, and long-range financial planning;



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- i. reviews and approves financial statements, annual reports, financial and control policies, and, upon the recommendation of the Audit Committee, selects independent auditors;
- j. monitors to determine whether USA Surfing’s assets are being properly protected;
- k. monitors USA Surfing’s compliance with laws and regulations and the performance of its broader responsibilities; and
- l. ensures that the Board and management are properly structured and prepared to act in case of an unforeseen corporate crisis.

Section 6.3. Diversity of Discussion.

USA Surfing’s Board shall be sensitive to the desirability of diversity at all levels of USA Surfing, including among its athletes. USA Surfing’s Board shall develop and implement a policy of diversity at all levels of USA Surfing, supported by meaningful efforts to accomplish that diversity. USA Surfing’s Board shall develop norms that favor open discussion and favor the presentation of different views.

Section 6.4. Qualifications.

Each director of the Board must be eighteen (18) years of age or older. A director need not be a resident of California.

A director shall (i) have the highest personal and professional integrity, (ii) have demonstrated exceptional ability and judgment, and (iii) be effective, in conjunction with the other directors, in collectively serving the long-term interests of USA Surfing. Directors shall possess the highest personal values, judgment and integrity, understanding of athletic competition and the Olympic ideals, and have diverse experience in the key business, financial, and other challenges that face USA Surfing. Directors shall have a high level of experience and capability in Board oversight responsibilities, including in the areas of finance, marketing, fundraising, audit, management, communications, and sport. At least one (1) of the independent directors, who shall also serve on the Audit Committee, shall have financial expertise.

Directors shall inform the Nominating and Governance Committee of any changes in their employment responsibilities or other constraints on their time in order for the Nominating and Governance Committee to determine whether it is appropriate to nominate the Board director for continuing Board service.

Section 6.5. Number.



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The Board of Directors shall consist of at least twelve (12) and up to fourteen (14) directors, at least forty percent (40%) of whom shall be independent directors, at least twenty percent (20%) of whom shall be athlete directors, and the rest of whom shall be drawn from appropriate representation in the United States Surfing community, with no single constituency, such as employees of surfing brands or board members of affiliated organizations, comprising a majority of directors.

Section 6.6. Election/Selection.

USA Surfing’s Board of Directors shall be elected/selected as follows:

- a. **Independent Directors.** The Nominating and Governance Committee shall select, using whatever process the Nominating and Governance Committee determines to be appropriate, a number that is at least forty percent (40%) of the total number of the board, directors from among individuals considered to be independent, as that term is defined in Section 6.7.
- b. **Athlete Directors.** The three athlete directors shall be directly elected by athletes eligible to run. At least twenty percent (20%) of the total number of directors shall be athlete directors.

To be eligible, Athlete Directors must meet the following “Elite Athlete” standard: 1) within the ten (10) years preceding election, represented the United States in the Olympic, Pan American, or Paralympic Games, World Championships, or an event designated by the USOC as an Operation Gold event; or 2) within the twenty-four (24) months preceding election demonstrated that they are actively engaged in amateur athletic competition by finishing in the top half of USA Surfing’s national championships.

USA Surfing’s representative to the USOC Athletes’ Advisory Council shall be one of the three athlete directors on USA Surfing’s Board of Directors provided that the athlete director meets all other Board of Director member qualifications.

- a. **Affiliated Organization Director.** If there is no Affiliated Organization member, then the Affiliated Organization director seat shall be vacant. If there is one (1) Affiliated Organization member, then that organization shall select a qualified individual to serve as the Affiliated Organization director. If there is more than one (1) Affiliated Organization member, then the Affiliated Organizations as a group shall select a qualified individual to serve as the Affiliated Organization director.

Section 6.7. Independence.

The Board, through its Nominating and Governance Committee, shall affirmatively make a determination as to the independence of each independent director, and



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disclose those determinations. Under the definition of “independence” adopted by the Board, an “independent director” shall be determined to have no material relationship with USA Surfing, either directly or through an organization that has a material relationship with USA Surfing. A relationship is “material” if, in the judgment of the Nominating and Governance Committee, it would interfere with the director’s independent judgment. To assist it in determining whether a director is independent, the Board shall adopt the guidelines set forth below, which shall be applied on a case-by-case basis by the Nominating Committee. For USA Surfing’s initial board of directors, determination of independence of each prospective board member will be made with input of legal counsel.

A director shall not be considered independent if, within the preceding two (2) years:

- a. the director was employed by or held any governance position (whether a paid or volunteer position) with USA Surfing, the international federation of Surfing, the international regional sport entity of Surfing, or any sport family entity of Surfing;
- b. an immediate family member of the director was employed by or held any governance position (whether a paid or volunteer position) with USA Surfing, the international federation of Surfing, the international regional sport entity of Surfing, or any sport family entity of Surfing;
- c. the director was affiliated with or employed by USA Surfing’s outside auditor or outside counsel;
- d. an immediate family member of the director was affiliated with or employed by USA Surfing’s outside auditor or outside counsel as a partner, principal or manager;
- e. the director was a member of USA Surfing’s Athletes’ Advisory Council;
- f. the director was a member of any constituent group with representation on the Board;
- g. the director receives any compensation from USA Surfing, directly or indirectly; or
- h. the director is an executive officer, controlling shareholder, or partner of a corporation or partnership or other business entity that does business with USA Surfing.

Where the guidelines above do not address a particular relationship, the determination of whether the relationship is material, and whether a director is independent, shall be made by the Nominating and Governance Committee.

Section 6.8. Staggered Board.



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Directors of the Board shall be elected/selected so as to implement a staggered Board system. The initial Board shall be comprised of some individuals who serve two (2) year terms and some individuals who serve four (4) year terms. The Nominating and Governance Committee shall designate prior to election/selection of the Board whether a director is serving a two (2) or four (4) year term.

Section 6.9. Board Term.

The term of office for a director of the Board shall be four (4) years. A director's term shall end on December 31 of an even-numbered year and new director's term shall begin on January 1 of an odd numbered year. However, a director shall hold office until the director's successor is elected/selected and qualified, or until the director's earlier resignation, removal, incapacity, disability or death.



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Section 6.10. Board Term Limits.

No director of the Board shall serve more than two (2) consecutive terms.

For the initial Board, a term of two (2) or more years shall constitute a full term. Thus, a director elected/selected for a two (2) year term shall be eligible to serve only one (1) additional four (4) year term immediately following the two (2) year term.

When a director is elected/selected to fill a vacancy because of the resignation, removal, incapacity, disability or death of a director, and the remaining term is for two (2) or more years, such term shall constitute a full term. Thus, if the vacancy being filled is for two (2) or more years, the director may serve one additional four (4) year term immediately following the two (2) year term. If the vacancy being filled is for less than two (2) years, the term shall not be a full term. Thus, the director shall be able to serve two (2) additional four (4) year terms following completion of the filled vacancy term.

Section 6.11. Director Attendance.

Directors of the Board shall be expected to attend in person all regularly scheduled Board meetings, though for exigent circumstances a director may participate in a meeting by telephone. Directors shall be required to attend no less than one scheduled Board meeting in person each year.

Section 6.12. Resignation, Removal and Vacancies.

A director's position on the Board shall be declared vacant upon the director's resignation, removal, incapacity, disability or death. Any director shall resign at any time by giving written notice to the Chair of USA Surfing, except the Chair's resignation shall be given to the Chief Executive Officer. Such resignation shall take effect at the time specified in the written notice, and unless otherwise specified in the written notice, the acceptance of such resignation shall not be necessary to make it effective. Directors shall be removed by the Board if they fail to attend in person more than one half (1/2) of the regular meetings of the Board during any twelve (12)-month period, unless they are able to demonstrate to the other directors of the Board that the presence of exigent circumstances caused and excused the absences. In such circumstances, the absent directors shall be removed by the affirmative vote of a majority of the voting power of the Board (not including the voting power of the absent director). Directors shall also be removed for cause at any duly noticed meeting of the Board, and after being provided an opportunity for the directors to be heard by the Board, upon the affirmative vote of at least two-thirds (2/3) of the total voting power of the Board (excluding the voting power of the director in question).



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Directors shall also be removed without cause at any duly noticed meeting of the Board, upon the affirmative vote of at least three-fourths (3/4) of the total voting power of the Board (excluding the voting power of the director in question). Any vacancy occurring in the Board shall be filled as set forth for the election of the director of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office.

No director shall be subject to removal or to not being re-nominated based on how they vote as a director, unless such voting is part of a violation of USA Surfing's Code of Ethics.

Any vacancy occurring in the Board shall be filled as set forth for the election of that director. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office.

Section 6.13. Regular and Special Meetings.

USA Surfing's Board shall meet at regularly scheduled meetings at least four (4) times per year, or with such other frequency as is appropriate for the Board to meet given the circumstances, and such meetings shall be spaced throughout the year. Special meetings of the Board shall be held upon the call of the Chair or upon the written request of not less than fifty percent (50%) of the Board.

Section 6.14. Notice of Meetings.

Notice of each meeting of the Board of Directors stating the date, time and place of the meeting, and in the case of a special meeting the purpose for which the meeting is called, shall be given to each director of the Board by or at the direction of the Chair of the Board. Notice may be given either in writing or orally. Written notice may be delivered either personally, by mail, by private carrier, by facsimile or by electronic transmission. Such notice shall be delivered to the director's business or residential address (or to such other address provided by the director for such purpose), to the director's facsimile telephone number or to the director's email address. Written notice shall be delivered no fewer than five (5) days before the date of the meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail. If delivered by private carrier, such notice is deemed delivered upon deposit with the carrier. If transmitted by facsimile or electronic transmission such notice shall be deemed to be given when the transmission is complete. Oral notice may be delivered either personally or telephonically. Such notice shall be delivered to the director (or to such other individual provided by the director for such purpose). Oral notice shall be delivered no fewer than two (2) days before the date of the meeting.



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Oral notice is effective when communicated. [The method of notice need not be the same as to each director.](#)

A director may waive notice of any meeting before, at, or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.15. Quorum.

A simple majority of the directors of the Board in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at a meeting, a majority of the directors present at the meeting may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

Section 6.16 Action of the Board/Consent.

The act of a majority of directors on the Board shall constitute an act of the Board.

The unanimous written consent of all directors on the Board shall also constitute an act of the Board.

Section 6.17. Voting by Proxy.

No director may vote or act by proxy at any meeting of the Board.

Section 6.18. Presumption of Assent.

A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the individual acting as the Secretary of the Board before the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 6.19. Action Without a Meeting.

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if each and every director of the Board in writing either: (i) votes for such action; (ii) votes against such action; or (iii) abstains from



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voting. Each director who delivers a writing described in this Section 6.18. to the corporation shall be deemed to have waived the right to demand that action not be taken without a meeting.

Section 6.20. Transacting Business by Mail, Electronic Mail, Telephone or Facsimile.

The Board shall have the power to transact its business by mail, electronic-mail, telephone, or facsimile, if in the judgment of the Chair of the Board, the urgency of the case requires such action.

Section 6.21. Agenda.

The agenda for a meeting of the Board shall be set by the Chair of the Board after consultation with the Chief Executive Officer. A director may request that items be placed on the Board agenda.

Section 6.22. Questions of Order and Board Meeting Leadership.

Questions of order shall be decided by the Chair of the Board unless otherwise provided in advance by the Board. The Chair shall lead meetings of the Board. If the Chair is absent from any meeting of the Board, then the Chair shall designate in writing in advance one (1) other director of the Board to preside. If the Chair is unable to make or has not made such a designation, the Board may choose another director to serve as presiding officer for that meeting.

Section 6.23. Effectiveness of Actions.

Actions taken at a meeting of the Board of Directors shall become effective immediately following the adjournment of the meeting, except as otherwise provided in the Bylaws or when a definite effective date is recited in the record of the action taken.

Section 6.24. Open and Executive Meeting Sessions.

Ordinarily, all meetings of the Board of Directors shall be open to USA Surfing members. In the event the Chair of the Board, with the consent of a majority of the directors of the Board in attendance, deems it appropriate: (i) to exclude members at an open meeting for any reason, then the Chair may declare that the meeting is closed, or (ii) to convene an executive session to consider and discuss matters relating to personnel, nominations, discipline, budget, salary, litigation or other sensitive matter, then the Chair may specifically designate and call an executive session. Further, the



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Chair of the Board may open a meeting of the Board to non-members, with the consent of a majority of the directors of the Board in attendance.

Section 6.25. Minutes of Meetings.

The minutes of all meetings of the Board of Directors shall be published on USA Surfing's website. Every reasonable effort will be made to publish the minutes within thirty (30) days after completion of the meeting.

Section 6.26. Compensation.

Directors of the Board shall not receive compensation for their services as directors, although the reasonable expenses of directors may be paid or reimbursed in accordance with USA Surfing's policies. Directors are disqualified from receiving compensation for services rendered to or for the benefit of USA Surfing in any other capacity.

SECTION 7.

OFFICERS

Section 7.1. Designation.

The officers of USA Surfing shall be a Chair of the Board, a Treasurer and a Secretary.

Section 7.2. Election/Selection.

The Chair of the Board shall be elected from among the directors of the Board. Recognizing the significance of the Chair in international matters, the Chair shall exercise ceremonial or representational functions in the international context, but the Chief Executive Officer, serving as Secretary General, shall remain responsible for all operational aspects of relations with international and other organizations, including, but not limited to the international federation of Surfing , the international regional federation of Surfing, and the USOC.

The Treasurer shall be elected from among the directors of the Board. Recognizing the significance of the Treasurer in financial matters, the Treasurer shall have a financial background enabling him or her to fulfill the duties of Treasurer.

The Secretary shall be elected from among the directors of the Board. The Secretary shall have a business background enabling him or her to fulfill the duties of Secretary.

Section 7.3. Term.

The term of office of the Chair of the Board, the Treasurer, and the Secretary shall be four (4) years. The newly elected Chair, Treasurer and Secretary shall take office immediately. The Chair, Treasurer or Secretary shall hold office until the Chair, Treasurer or Secretary's successor is elected and qualified, or until the Chair, Treasurer or Secretary's earlier resignation, removal, incapacity, disability or death.

Section 7.4. Authority and Duties of Officers.

The officers of USA Surfing shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Board of Directors or these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law:



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- a. **Chair of the Board.** The Chair shall: (i) set all meeting and meeting agendas, (ii) preside at all meetings of the Board, (iii) see that all Board Commitments, resolutions and oversight are carried into effect and (iv) exercise such powers and perform such other duties as from time to time may be assigned by the Board.
- b. **Treasurer.** The Treasurer shall (i) have general oversight of the financial affairs of USA Surfing, including preparation of the annual budget, (ii) present financial reports to the Board as the Board may request; (iii) ensure that an annual audit is conducted of USA Surfing, and (iv) in general, perform all duties incident to the office of Treasurer.
- c. **Secretary.** The Secretary shall: (i) keep the minutes of the proceedings of the Board; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records; (iv) perform all duties incident to the office of Secretary; and (v) perform such other duties as from time to time may be assigned to the Secretary by the Chief Executive Officer or by the Board.

Section 7.5. Restrictions.

Officers of USA Surfing shall perform their functions with due care. No individual may serve simultaneously as an officer of USA Surfing [and as an officer of another amateur sports organization that is recognized by the USOC as a National Governing Body.](#)

Section 7.6. Term Limits.

There are no term limits for service as the Chair of the Board, the Treasurer or the Secretary, except that the Chair, Treasurer and Secretary must be directors and so if their position as a director terminates, then their position as an officer will also terminate.

Section 7.7. Resignation, Removal and Vacancies.

An officer's position with USA Surfing may be declared vacant upon the officer's resignation, removal, incapacity, disability or death. The Chair of the Board, Treasurer or Secretary may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

The Chair of the Board, the Treasurer or Secretary may be removed for cause upon the affirmative vote of at least two-thirds (2/3) of the total voting power of the Board (excluding the voting power of the director in question). The Chair, the Treasurer or the Secretary may also be removed not for cause upon the affirmative vote of at least



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three-fourths (3/4) of the total voting power of the Board (excluding the voting power of the director in question).

Any vacancy occurring in the Chair, the Treasurer or Secretary shall be filled by the Board, by majority vote. A Chair, Treasurer or Secretary elected to fill a vacancy shall be elected for the unexpired term of such Chair, Treasurer or Secretary's predecessor in office.

Section 7.8. Compensation.

The Chair of the Board, the Treasurer or the Secretary shall not receive compensation for his or her service as Chair, Treasurer or Secretary, although the reasonable expenses of the Chair, Treasurer or Secretary may be paid or reimbursed in accordance with USA Surfing's policies. The Chair, Treasurer and Secretary are disqualified from receiving compensation for services rendered to or for the benefit of USA Surfing in any other capacity.



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SECTION 8.

COMMITTEES

Section 8.1. Designation.

There shall be no Executive Committee or other committee(s) with management authority delegated by the Board. Similarly, there shall be no entity or individuals who have overlapping or superior authority to the Board, such as a “super-board” (commonly called a governing council or general assembly). This requirement, however, is not intended to detract from the ability of the members or some parts thereof to nominate individuals to serve on the Board.

USA Surfing shall have at least the following standing committees: an Audit Committee, an Ethics Committee, a Judicial Committee and a Nominating and Governance Committee.

The Board or Chief Executive Officer shall appoint such advisory task forces or committees as the Board or Chief Executive Officer believe appropriate, and shall define narrowly the mission and deliverables of such task forces or committees. The decision to appoint or not appoint and to terminate such a task force or committee shall be exclusively the Board’s or the Chief Executive Officer’s.

Section 8.2. Appointments.

Committee appointments, including the designation of standing committee Chairs, shall be made every two years by the Board. Appointments shall be made based on a combination of factors including each individual member’s expertise and the needs of USA Surfing, and these Bylaws. Committee agendas shall be developed by the Committee Chair in consultation with the appropriate members of management and with the input of other directors. Committee members shall be expected to attend in person all regularly scheduled committee meetings. Participation by telephone shall be permitted in exigent circumstances. Each Committee Chair shall make a report on committee matters to the Board at the next regularly scheduled Board meeting.

An independent director on the Board with financial experience shall be on the Audit Committee. The Audit Committee shall periodically meet separately in executive session individually with management, USA Surfing’s financial staff, and USA Surfing’s outside auditor. In addition, the Audit Committee, or a designated representative of the Committee, shall meet with the outside auditor prior to the release of USA Surfing’s annual audited financial statements and tax filings, to review such materials.



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Section 8.3. Number.

Membership on standing committees shall not exceed five (5) individuals. USA Surfing committees shall be of the minimum number and size possible to permit both conduct of the sport and appropriate board governance. Membership on other committees and task forces shall not exceed five (5) individuals.

Section 8.4. Athlete Representation.

Athlete representatives shall equal at least twenty percent (20%) on all Committees and Task Forces.

Designated Committees (Nominating and Governance, Budget, Grievance, or those that prepare, approve or implement 1) expenditure of funds allocated to Surfing America by USOC, or 2) selection of international teams) must meet the “Elite Athlete” standard as defined in Section 6.6.b.

To be eligible to serve on Committees other than Designated Committees, athlete representatives must have either met the “Elite Athlete” standard, or within the twenty-four (24) months preceding election, demonstrated that they are actively engaged in amateur athletic competition, as determined by USA Surfing.

Paralympic athlete representatives shall equal at least twenty percent (20%) of any “Designated Committee” that prepares, approves or implements selection to an IPC-recognized event, Paralympic Games or Parapan American Games Team. This can either be accomplished by including twenty percent (20%) Paralympic athlete representation on an existing committee or by creating a new committee with the appropriate representation. Eligibility requirements for Paralympic athlete representatives to serve on such a Designated Committee must comply with the Paralympic equivalent to requirements found USOC Bylaw 7.7.2 (10-year rule or Actively Engaged (Higher Standard)).

Athletes on all Committees, including Designated Committees, shall be selected by the Board of Directors with approval of athletes, or a representative group of athletes, who are eligible to run.

Section 8.5. Term.

A committee member shall remain on the committee until the committee member’s successor is appointed, or until the committee member’s earlier resignation, removal, incapacity, disability or death.



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The term for all task force members shall be until their assignment is concluded, but in any event, shall not exceed a period of two (2) years.

Section 8.6. Term Limits.

Except for the Nominating and Governance Committee, there are no term limits for service on a Committee or Task Force.

Section 8.7. Committee Member Attendance.

Committee and task force members are expected to attend in person all regularly scheduled committee and task force meetings of which they are a member. Each committee or task force member must attend a minimum of at least one half (1/2) of the committee or task force meetings of which they are a member during any twelve-month period.

Section 8.8. Resignation, Removal and Vacancies.

A committee or task force member's position on a committee or task force may be declared vacant upon the committee member's resignation, removal, incapacity, disability or death. A committee member may resign at any time by giving written notice to the Board, if appointed by the Board or to the Chief Executive Officer, if appointed by the Chief Executive Officer. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Committee or task force members may be removed by the Board if they fail to attend in person more than one half (1/2) of the regular committee or task force meetings during any twelve-month period, unless they can demonstrate to the directors of the Board, or to the Chief Executive Officer, if appointed by the Chief Executive Officer, that the presence of exigent circumstances caused and excused the absences. In such circumstances, the absent committee or task force member shall be removed upon the affirmative vote of a majority of the voting power of the Board (not including the voting power of the absent committee member in question, if also a director), or upon the determination of the Chief Executive Officer, if appointed by the Chief Executive Officer. Committee members may also be removed for cause upon the affirmative vote of at least two-thirds (2/3) of the total voting power of the Board (excluding the voting power of the committee member in question, if also a director), or upon the determination of the Chief Executive Officer, if appointed by the Chief Executive Officer. Committee members may also be removed not for cause upon the affirmative vote of at least three-fourths (3/4) of the total voting power of the Board



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(excluding the voting power of the director in question, if also a director), or upon the determination of the Chief Executive Officer, if appointed by the Chief Executive Officer.

Any vacancy occurring in a committee or task force shall be filled as set forth for the appointment of that committee or task force member. A committee or task force member appointed to fill a vacancy shall be appointed for the unexpired term of such committee or task force member's predecessor in office.

Section 8.9. Procedures.

Each committee and task force shall establish procedures for conducting its business and affairs. Such procedures shall be published and made available on USA Surfing's website.

Section 8.10. Open and Executive Meeting Sessions.

Ordinarily, all committee and task force meetings shall be open to USA Surfing members. In the event the committee or task force chair, with the consent of a majority of the committee or task force members in attendance, deems it appropriate to exclude members at an open meeting for any reason, then the chair may (i) declare that the meeting is closed, or (ii) to convene an executive session to consider and discuss matters relating to personnel, nominations, discipline, budget, salary, litigation or other sensitive matter, then the chair may specifically designate and call an executive session. Further, the chair may open a meeting of the committee or task force to non-members, with the consent of a majority of the members of the committee or task force in attendance.

Section 8.11. Minutes of Meetings.

Each committee and task force shall take minutes of its meetings.

Section 8.12. Compensation.

Committee and task force members shall not receive compensation for their services as committee or task force members, although the reasonable expenses of committee and task force members may be paid or reimbursed in accordance with USA Surfing's policies. Committee and task force members who are not directors of the Board may receive compensation for services rendered to or for the benefit of USA Surfing in any other capacity, provided the Board gives explicit approval.

Section 8.13. Audit Committee.



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The Audit Committee shall be appointed and have the responsibilities as follows:

- a. The Board of Directors shall appoint the members of the Audit Committee and its chair, all of whom shall be directors of the Board. (Athlete representatives shall be selected and approved per Section 8.4.) An independent director of the Board with financial experience shall be on the Audit Committee.
- b. The Audit Committee shall –
 1. recommend the independent auditors of USA Surfing, review the report of the independent auditors and management letter, and recommend action as needed;
 2. investigate matters of financial controls and disclosure and such other matter as directed by the Board; and
 3. perform such other duties as assigned by the Board.

Section 8.14. Ethics Committee.

The Ethics Committee shall be appointed and have the responsibilities as follows:

- a. The Board of Directors shall appoint the members of the Ethics Committee and its chair, except that athlete representatives shall be selected and approved per Section 8.4. Members of the Ethics Committee shall satisfy the standards of independence for “independent directors” as set forth in these Bylaws. No director of the Board shall be appointed to the Ethics Committee.
- b. The Ethics Committee shall –
 1. oversee implementation of, and compliance with, USA Surfing’s Code of Ethics;
 2. report to the Board on all ethical issues;
 3. develop, and review on an annual basis, a Code of Ethics for the Board, officers, staff members, committee and task force members, volunteers, and member organizations for adoption by the Board;
 4. review and investigate matters of ethical impropriety and make recommendations on such matters to the Board;



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5. review and provide guidance on ethical questions presented to it by the Board, officers, committee and task force members, volunteers, staff and USA Surfing members; and
6. perform such other duties as assigned by the Board.

Section 8.15. Judicial Committee

The Judicial Committee shall be appointed and have the responsibilities as follows.

- a. The Board of Directors shall appoint the members of the Judicial Committee and its chair, except that athlete representatives shall be selected and approved per Section 8.4. Members of the Judicial Committee shall satisfy the standards of independence for “independent directors” as set forth in these Bylaws. No director of the Board shall be appointed to the Judicial Committee.
- b. The Judicial Committee shall –
 1. generally, administer and oversee all administrative grievances and right to compete matters filed with USA Surfing;
 2. identify individuals who would be fair and impartial and who would have the qualifications and ability to serve on hearing panels;
 3. hear and render a decision, or appoint a panel to hear and render a decision, on grievances and disciplinary matters; and
 4. perform such other duties as assigned by the Board.

Section 8.16. Nominating and Governance Committee.

The Nominating and Governance Committee shall be elected/selected and have the responsibilities as follows:

- a. The Nominating and Governance Committees shall be selected as follows:
 1. one (1) individual elected by the previous Nominating and Governance Committee from that Committee, who shall be the Chair;
 2. one (1) individual who is independent as that term is defined in these Bylaws and who is selected by the previous Nominating and Governance Committee;
 3. one (1) athlete selected and approved per Section 8.4; and
 4. two (2) individuals who shall be selected from the other appropriate USA Surfing membership groups as defined by USA Surfing.



- b. The members of the Nominating and Governance Committee shall serve for terms of four (4) years or less. An individual shall not serve on the Nominating and Governance Committee for more than two (2) consecutive terms.
- c. No individual shall be eligible to be a member of the Nominating and Governance Committee if that individual is a current director. No individual who serves on the Nominating and Governance Committee may serve or be eligible to serve on the Board of Directors. Members of the Nominating and Governance Committee shall be precluded from serving as a Board director or in any other USA Surfing capacity, whether governance or on staff, for a period of one (1) year after their service on the Nominating and Governance Committee ends.
- d. The Nominating and Governance Committee shall:
 - 1. identify and evaluate prospective candidates for the Board;
 - 2. select individuals to serve on the Board as provided in these Bylaws;
 - 3. recommend as requested by the Board individuals to serve on various committees and task forces;
 - 4. consult with the Ethics Committee with respect to vetting all nominations for potential conflict of interest or other problematic background issues;
 - 5. develop and recommend to the Board for its consideration an annual self-evaluation process of the Board and its committees and task forces; and
 - 6. perform such other duties as assigned by the Board.
- e. In considering a candidate for nomination to the Board, the Nominating and Governance Committee takes into consideration:
 - 1. the candidate's contribution to the effective functioning of USA Surfing;
 - 2. any potential or impending change in the candidate's principal area of responsibility with his or her company or in his or her employment;



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3. whether the candidate continues to bring relevant experience to the Board;
4. whether the candidate can attend meetings and fully participate in the activities of the Board;
5. the candidate's reputation for personal integrity and commitment to ethical conduct; and
6. whether the candidate has developed any relationships with another organization, or other circumstances have arisen, that might make it inappropriate for the director to continue serving on the Board.

SECTION 9.

USA SURFING ATHLETES' ADVISORY COUNCIL

Section 9.1. Designation.

USA Surfing shall have an Athletes' Advisory Council consisting of five individuals including USA Surfing's representative on the USOC Athletes' Advisory Council.

Section 9.2. Qualifications.

To be eligible to serve on USA Surfing's Athletes' Advisory Council, athlete representatives must have, 1) within the ten (10) years preceding election, represented the United States in the Olympic, Pan American, Parapan American or Paralympic Games, or World Championships, or event designated by the USOC as an Operation Gold event, or 2) within the twenty-four (24) months preceding election, demonstrated that they are actively engaged in amateur athletic competition, as determined by USA Surfing, and be at least eighteen (18) years old and a USA citizen.

Section 9.3. Election.

Athlete representatives on USA Surfing's Athletes' Advisory Council shall be directly elected by athletes who are eligible to run.

The initial election shall take place at the USA Surfing Quarterly Board of Directors meeting in September 2017 by a majority vote of athletes casting a ballot.

Subsequent elections shall take place after conclusion of the Summer Olympic Games, but prior to January 1 of the year following the Summer Olympic Games.

The four individuals with the highest vote totals will be elected as the representatives to the USA Surfing Athletes' Advisory Council. The USOC Athletes' Advisory Council will be the fifth individual on USA Surfing's Athletes' Advisory Council.

For any vacancies that may arise, elections shall be conducted as soon as practicable thereafter.

Section 9.4. Term.

The term for members of the Athletes' Advisory Council shall be for four (4) years. A member shall remain on the Athletes' Advisory Council until the member's successor is elected and qualified, or until the member's earlier resignation, removal, incapacity, disability or death.

Section 9.5. Term Limits.



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No Athletes' Advisory Council member shall serve for more than two (2) consecutive terms.

Section 9.6. Chair.

The Athletes' Advisory Council shall elect from among its members, by majority vote, a chair. The term of office of the chair shall be four (4) years. The newly elected chair shall take office immediately. The chair shall hold office until the chair's successor is elected and qualified, or until the chair's earlier resignation, removal, incapacity, disability or death.

Section 9.7. Procedures.

The Athletes' Advisory Council shall establish procedures for conducting its business and affairs. Such procedures shall be published and available on USA Surfing's website.

Section 9.7. Open and Executive Meeting Sessions.

Ordinarily, all Athletes' Advisory Council meetings shall be open to athlete members, and where appropriate to USA Surfing members. In the event the Athletes' Advisory Council chair, with the consent of a majority of the Athletes' Advisory Council members in attendance, deems it appropriate: (i) to exclude athlete members or USA Surfing members at an open meeting for any reason, then the chair may declare that the meeting is closed, or (ii) to convene an executive session to consider and discuss matters relating to personnel, nominations, discipline, budget, salary, litigation or other sensitive matter, then the chair may specifically designate and call an executive session. Further, the chair may open a meeting of the Athletes' Advisory Council to non-members, with the consent of a majority of the members of the Council in attendance.

Section 9.8. Compensation.

Athletes' Advisory Council members shall not receive compensation for their services as Athletes' Advisory Council members. USA Surfing shall pay for the reasonable expenses of all members of the Athletes' Advisory Council to attend Athletes' Advisory Council meetings. In addition, USA Surfing shall pay for the reasonable expenses of the athlete Board directors to attend USA Surfing Board meetings.

SECTION 10.

USOC ATHLETES' ADVISORY COUNCIL

Section 10.1. Designation.

USA Surfing shall have a representative and an alternate to the USOC Athletes' Advisory Council.

Section 10.2. Qualifications.

To be eligible to serve on the USOC Athletes' Advisory Council, athlete representatives must have, within the ten (10) years preceding election, represented the United States in the Olympic, Pan American, Parapan American or Paralympic Games, or World Championships, or event designated by the USOC as an Operation Gold event.

Section 10.3. Election.

Athlete representatives on the USOC Athletes' Advisory Council shall be directly elected by athletes who are eligible to run.

USA Surfing shall adopt and submit to the AAC, consistent with policies established by the AAC, a procedure whereby eligible athletes shall elect a representative and an alternate to the USOC Athletes' Advisory Council.

The election shall take place after conclusion of the Summer Olympic Games, but prior to January 1 of the year following the Summer Olympic Games.

The individual with the highest vote total will be elected as the representative to the USOC Athletes' Advisory Council. The individual with the second highest vote total of the opposite gender (as is required by the USOC Athletes' Advisory Council), is elected as the alternate to the USOC Athletes' Advisory Council.

Section 10.4. Term.

The term for all representatives to the USOC Athletes' Advisory Council shall be for four (4) years, to start on January 1 of the year following the year in which the Summer Olympic Games is scheduled to be held, and end on December 31 of the year in which the next edition of summer Olympic Games is scheduled to be held.



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A representative shall remain on the USOC Athletes' Advisory Council until the representative's successor is elected and qualified, or until the representative's earlier resignation, removal, incapacity, disability or death. Any vacancies shall be filled immediately, or as soon as practicable.

Section 10.5. Term Limits.

No representative to the USOC Athletes' Advisory Council shall serve for more than two (2) consecutive terms. There is no is term limit restriction for the position of alternate.



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SECTION 11.

USOC NATIONAL GOVERNING BODIES' COUNCIL

Section 11.1. Designation.

USA Surfing shall have a representative and an alternate to the USOC National Governing Bodies' Council.

Section 11.2. Election/Selection.

The Chief Executive Officer shall be USA Surfing's representative to the USOC National Governing Bodies' Council. The Chair of the Board shall be USA Surfing's alternate to the USOC National Governing Bodies' Council.

SECTION 12.

CHIEF EXECUTIVE OFFICER

Section 12.1. Designation.

USA Surfing shall have a Chief Executive Officer, who shall be the leader of management and vested with the authority to make decisions on behalf of management. The Chief Executive Officer shall not be a voting director of the Board.

The Board shall hire and oversee the Chief Executive Officer, who shall be responsible as outlined below in Section 12.4. in addition to overseeing the hiring and firing of all staff and the staff's ethical and competent implementation of the Board's policies, guidance and strategic direction of USA Surfing. The CEO shall determine the size and compensation of, hire and terminate the professional staff in accordance with USA Surfing compensation policies and guidelines (established by the Board).

Section 12.2. Tenure.

The Chief Executive Officer shall be employed by the Board of Directors for whatever term the Board deems appropriate. The Chief Executive Officer may be removed by the Board at any time, with or without cause, but removal shall not affect the contract rights, if any, of the Chief Executive Officer. If the Chief Executive Officer has a contract of employment with USA Surfing, the contract shall provide that the Chief Executive Officer's employment may be terminated by the Board with or without cause. The initial Chief Executive Officer of USA Surfing will be the former Executive Director of Surfing America.

Section 12.3. Secretary General.

The Chief Executive Officer shall serve as Secretary General of USA Surfing and in that capacity, shall represent USA Surfing in relations with the international sports federation for Surfing recognized by the International Olympic Committee and at international Surfing functions and events.

Section 12.4. Responsibilities.

The Chief Executive Officer shall:

- a. develop a strategy for achieving USA Surfing's mission, goals and objectives and present the strategy to the Board of Directors for approval;



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- b. determine the size and compensation of, hire and terminate the professional staff in accordance with USA Surfing’s compensation policies and guidelines (established by the Board) to effectively carry out USA Surfing’s mission, goals and objectives;
- c. prepare and submit quadrennial and annual budgets to the Board for approval;
- d. either directly or by delegation manage all staff functions;
- e. be responsible for resource generation and allocation of resources;
- f. coordinate USA Surfing’s international activities;
- g. with the Chair of the Board, act as USA Surfing’s spokesperson; and
- h. perform all functions as usually pertain to the office of Chief Executive Officer.

SECTION 13.

COMPLAINT PROCEDURES

Section 13.1. Designation of Complaints.

The following kinds of complaints may be filed with USA Surfing:

- a. **Administrative Grievance.** USA Surfing or any member of USA Surfing may file a complaint pertaining to any matter within the cognizance of USA Surfing, including but not limited to any alleged violation of or grievance concerning: (i) any USA Surfing rule or regulation, (ii) any USA Surfing program or service, (iii) any provision of USA Surfing's Bylaws, or (iv) any provision of the Ted Stevens Olympic and Amateur Sports Act relating to USA Surfing's recognition as a National Governing Body;
- b. **Disciplinary Proceeding.** USA Surfing or any member of USA Surfing may file a complaint against another member of USA Surfing, or former member of USA Surfing if the action occurred while the individual was a member, regarding any alleged violation of USA Surfing Code of Ethics, USA Surfing Safe Sport Policy, or any other rule or regulation relating to conduct.
- c. **Right to Participate.** Any athlete, coach, trainer, manager, administrator or official may file a complaint pertaining to any alleged denial, or alleged threat to deny, of that individual's opportunity to participate in a USA Surfing sanctioned competition or protected competition.

Section 13.2. Jurisdiction.

Any member of USA Surfing, by reason of membership, agrees to be subject to these complaint procedures and agrees to be bound by any decision rendered pursuant to these complaint procedures.

Section 13.3. Manner of Filing.

The complainant shall file the complaint with the Judicial Committee. The complaint shall set forth in clear and concise language, preferably in numbered paragraphs: (i) the alleged violation, grievance, denial or threat to deny, and (ii) the remedy requested. The complainant shall sign the complaint.

Section 13.4. Filing Fee.



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A complaint filed by an individual shall be accompanied with a \$250.00 filing fee. A complaint filed by an organization shall be accompanied with a \$500.00 filing fee, except that USA Surfing is not required to pay a filing fee. The complainant may request that the filing fee be reduced or waived for reasons of significant financial hardship. If such request is made, the Judicial Committee shall determine whether to reduce or waive the filing fee.

Section 13.5. Statute of Limitations.

A complaint filed under these Bylaws shall be filed within one hundred and eighty (180) days of the occurrence of the alleged violation, grievance, denial or threat to deny of opportunity to participate. There shall be no time bar for actions regarding Safe Sport disciplinary proceedings.

13.6. Anti-Doping Decisions. A decision concerning a doping violation adjudicated by the independent anti-doping organization designated by the USOC to serve as the U.S. National Anti-Doping Organization (currently the United States Anti-Doping Agency) shall not be reviewable through, or these complaint procedures.

Anti-Doping Policy/Membership Requirements: Refer to Section 5.3

13.7. Safe Sport Decisions. A decision concerning a safe sport violation of a sexual nature adjudicated by the independent safe-sport organization designated by the USOC (currently the United States Center for Safe Sport) shall not be reviewable through, or the subject of, these complaint procedures.

Section 13.8. Field of Play Decisions.

The final decision of a judge during a competition regarding a field of play decision (a matter set forth in the rules of the competition to be within the discretion of the judge) shall not be reviewable through, or the subject of these complaint procedures unless the decision is: (i) outside the authority of the judge to make, or (ii) the product of fraud, corruption, partiality or other misconduct of the judge. For purposes of this Section, the term “judge” shall include any individual with discretion to make field of play decisions.

Section 13.9. Administration.



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The Judicial Committee shall generally administer and oversee all administrative grievances and right to participate matters filed with USA Surfing. The Judicial Committee shall be responsible to ensure that all complaints are heard in a timely, fair and impartial manner. Respondents shall be afforded basic due process rights. The Judicial Committee may promulgate procedures in addition to those set forth in these Bylaws for the effective administration of complaints filed with USA Surfing.

Section 13.10. Hearing Panel.

Upon the filing of a complaint, the chair of the Judicial Committee, after consultation with the other Committee members, shall appoint a hearing panel consisting of three (3) individuals to hear the complaint. The Judicial Committee shall also appoint a chair of the hearing panel from the three (3) individuals selected. Judicial Committee members may be appointed to and serve on the hearing panel. Other disinterested individuals identified by the Judicial Committee may also be appointed to and serve on the hearing panel. At least one (1) member of the hearing panel shall be an athlete. Members of the panel need not be members of USA Surfing or involved in the sport of Surfing.

Section 13.11. Conduct of the Proceeding.

The Hearing Panel shall rule on all motions and other matters raised in the proceeding. If the complaint is not dismissed, the hearing panel shall hold a hearing on the complaint. The hearing panel shall set such timelines and other rules regarding the proceeding and the conduct of the hearing as it deems necessary. The hearing shall be informal, except that testimony shall be taken under oath.

The hearing may be conducted by teleconference, if necessary or convenient to the parties. Each party shall have the right to appear personally or through a legal representative. All parties shall be given a reasonable opportunity to present and examine evidence, cross-examine witnesses and to present argument. Members of the hearing panel shall have the right to question witnesses or the parties to the proceeding at any time.

Any party may have a record made of the hearing. A court reporter may be present at the hearing at the request of a party. The court reporter shall be paid for by the party requesting the court reporter, or if mutually agreed, the cost may be equally divided. Any transcript shall be paid for by the party requesting the transcript.



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Section 13.12. Expedited Procedures.

Upon the request of a party, and if it is necessary to expedite the proceeding to resolve a matter relating to a competition that is so scheduled that compliance with regular procedures would not be likely to produce a sufficiently early decision to do justice to the affected parties, the Judicial Committee is authorized to order that the complaint be heard and decided within forty-eight (48) hours of the filing of the complaint. In such a case, the hearing panel is authorized to hear and decide the complaint pursuant to such procedures as are necessary, but fair to the parties involved.

Section 13.13. Complaints Involving Selection to Participate in a Competition.

Where a complaint is filed involving selection of an individual to participate in a competition, the complainant shall include with the complaint a list of all other individuals, together with their contact information, that may be adversely affected by a decision rendered on the complaint. The adverse party to the complaint shall also submit a list of individuals, together with their contact information, that may be adversely affected by a decision rendered on the complaint. The hearing panel shall determine those individuals who must receive notice of the complaint. The complainant shall then be responsible for providing appropriate notice to these individuals. Any individual so notified then shall have the option to participate in the proceeding as a party. If an individual is notified of the complaint, then that individual shall be bound by the decision of the hearing panel even though the individual chose not to participate as a party.

Section 13.14. Decision.

A decision shall be determined by a majority of the hearing panel. The hearing panel's decision shall be in writing and distributed to the parties.

Section 13.15. Arbitration.

Any party may appeal a decision of the hearing panel to the American Arbitration Association. The arbitrator appointed by the American Arbitration Association shall have the authority to hear the matter anew or if requested by a party to render a decision on a more limited review. Either party may submit the decision of the hearing panel to the arbitrator for the arbitrator's consideration.

SECTION 14.

SANCTIONING EVENTS

Section 14.1. Prompt Review of Request.

USA Surfing shall promptly review every request submitted by an amateur sports organization or person for a sanction and decide on such request: (i) to hold an international or national amateur athletic competition in the United States, or (ii) to sponsor United States Surfing athletes to compete in an international athletic competition held outside the United States.

Section 14.2. Standard for Review.

If USA Surfing, as a result of its review: (i) does not determine by clear and convincing evidence that holding or sponsoring an international or national amateur athletic competition would be detrimental to the best interest of United States Surfing, and (ii) confirms that the amateur sports organization or person meets the requirements for obtaining a sanction as set forth in these Bylaws, then USA Surfing shall grant the sanction requested by the amateur sports organization or person.

Section 14.3. Requirements for Holding an International or National Amateur Athletic Competition in the United States.

An amateur sports organization or person requesting a sanction to hold an international or national amateur athletic competition in the United States shall comply with the following requirements:

- a. submits, in the form required by USA Surfing, an application to hold such competition;
- b. pays to USA Surfing the required sanctioning fee, if such fee shall be reasonable and nondiscriminatory;
- c. submits to USA Surfing an audited or notarized financial report of similar events, if any, conducted by the organization or person; and
- d. demonstrates that –
 1. appropriate measures have been taken to protect the amateur status of athletes who will take part in the competition and to protect their eligibility to compete in amateur competition;
 2. appropriate provision has been made for validation of records which may be established during the competition;



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3. due regard has been given to any international amateur athletic requirements specifically applicable to the competition;
4. the competition will be conducted by qualified officials;
5. proper medical supervision will be provided for athletes who will participate in the competition; and
6. proper safety precautions have been taken to protect the personal welfare of the athletes and spectators at the competition.

Section 14.4. Requirements for Sponsoring United States Surfing Athletes to Compete in An International Athletic Competition Held Outside the United States.

An amateur sports organization or person requesting a sanction to sponsor United States Surfing athletes to compete in an international athletic competition held outside the United States shall comply with the following requirements:

- a. submits, in the form required by USA Surfing, an application to hold such competition;
- b. pays to USA Surfing the required sanctioning fee, if such fee shall be reasonable and nondiscriminatory;
- c. submits a report of the most recent trip to a foreign country, if any, that the amateur sports organization or person sponsored for the purpose of having United States amateur athletes compete in international amateur athletic competition, and
- d. submits a letter from the appropriate entity that will hold the international amateur athletic competition certifying that –
 1. appropriate measures have been taken to protect the amateur status of athletes who will take part in the competition and to protect their eligibility to compete in amateur competition;
 2. appropriate provision has been made for validation of records which may be established during the competition;
 3. due regard has been given to any international amateur athletic requirements specifically applicable to the competition;
 4. the competition will be conducted by qualified officials;
 5. proper medical supervision will be provided for athletes who will participate in the competition; and



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6. proper safety precautions have been taken to protect the personal welfare of the athletes and spectators at the competition.



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SECTION 15.

RECORDS OF THE CORPORATION

Section 15.1. Minutes.

USA Surfing shall keep as permanent records minutes of all meetings of the Board, a record of all actions taken by the Board without a meeting, and a record of all waivers of notices of meetings of the Board.

Section 15.2. Accounting Records.

USA Surfing shall maintain appropriate accounting records.

Section 15.3. Membership List.

USA Surfing shall maintain a record of the members in a form that permits preparation of a list of the names and addresses of the members in alphabetical order, by class.

Section 15.4. Records in Written Form.

USA Surfing shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 15.5. Website.

USA Surfing shall maintain a website for the dissemination of information to its members. USA Surfing shall publish on its website (i) its Bylaws, (ii) its rules, and regulations (iii) a procedure for communicating with the Chair of the Audit Committee regarding accounting, internal accounting controls, or audit-related matters; (iv) its three (3) most recent audited financial statements; and (v) its three (3) most recent 990 Forms filed with the Internal Revenue Service. So as to facilitate the ability of interested parties to communicate their concerns or questions, USA Surfing shall publish on its website a mailing address and an e-mail address for communications directly with USA Surfing.

Section 15.6. Records Maintained at Principal Office. USA Surfing shall keep a copy of each of the following records at its principal office:

- a. the articles of incorporation;
- b. these Bylaws;
- c. rules or regulations adopted by the Board of Directors pertaining to the administration of the sport of Surfing;



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- d. rules or regulations that govern the conduct of USA Surfing, USA Surfing's Board and Committees and USA Surfing's members;
- e. rules and regulations that govern the technical conduct of USA Surfing's events in the United States as USA Surfing's Board and Chief Executive Officer determine is appropriate in their sole discretion;
- f. the minutes of all meetings of the Board of Directors, and records of all action taken by the Board without a meeting, for the past three (3) years;
- g. all written communications within the past three (3) years to the members generally as the members;
- h. a list of the names and business or home addresses of the current directors and officers;
- i. a copy of the most recent corporate report delivered to the California Secretary of State;
- j. all financial statements prepared for periods ending during the last three (3) years;
- k. USA Surfing's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and
- l. all other documents or records required to be maintained by USA Surfing at its principal office under applicable law or regulation.

Section 15.7. Inspection of Records by Members.

The following rights and restrictions shall apply to the inspection of records by members:

- a. **Records Maintained at Principal Office.** A member shall be entitled to inspect and copy, during regular business hours at USA Surfing's principal office, any of the records of USA Surfing described in Section 15.6, provided that the member gives USA Surfing written demand at least five (5) business days before the date on which the member wishes to inspect and copy such records.
- b. **Financial Statements.** Upon the written request of any member, USA Surfing shall mail to such member its most recent annual financial statements showing in reasonable detail its assets and liabilities and results of its operations.
- c. **Membership List.**
 - 1. **Preparation of Membership Voting List.** After determining the members entitled to vote in an election USA Surfing shall prepare, by class, an alphabetical list of the names of all members who are entitled to vote. The list shall show for each member entitled to vote, that member's name and address, and the number of votes the member is entitled to cast.
 - 2. **Right of Inspection.** A member shall be entitled to inspect and copy, during regular business hours at USA Surfing's principal office, a list of members who are entitled to vote in an election, provided that (i) the member has been a member for at least sixty (60) days immediately preceding the demand to inspect or copy, (ii) the demand is made in good faith and for a proper purpose reasonably related to the member's interest as a member, (iii) the member gives USA Surfing written demand at least five (5) business days before the date on which the member wishes to inspect and copy such voting list, (iv) the member describes with reasonable particularity the purpose for the inspection, and (v) the inspection of the list of members is directly connected with the described



purpose. Any member seeking to inspect and copy a membership list shall, prior to such inspection and copying, execute a signed agreement in the form as approved by USA Surfing limiting the use of such list in accordance with Section 15.7.c.3.

3. Limitation on Use of Membership Voting List. Without consent of the Board of Directors, a membership voting list may not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the previous sentence, without the consent of the Board a membership voting list may not be: (i) used to solicit money or property; (ii) used for any commercial purpose; or (iii) sold to or purchased by any person.

d. Scope of Members' Inspection Rights.

1. Agent or Attorney. The member's duly authorized agent or attorney has the same inspection and copying rights as the member.
2. Right to Copy. The right to copy records under these Bylaws includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic or other means.
3. Reasonable Charge for Copies. USA Surfing may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to a member. The charge may not exceed the estimated cost of production and reproduction of the records.
4. Litigation. Nothing in these Bylaws shall limit the right of a member to inspect records to the same extent as any other litigant if the member is in litigation with USA Surfing, or the power of a court to compel the production of corporate records for examination.



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SECTION 16.

CODE OF ETHICS

Section 16.1. Code of Ethics.

USA Surfing shall adopt a Code of Ethics and a Conflict of Interest Policy applicable to all USA Surfing employees, directors of the Board, committee and task force members, and volunteers. Each NGB Board director and employee shall annually certify compliance with the Code of Ethics. Additionally, these individuals shall disclose any possible conflict for review by the Ethics Committee.



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SECTION 17.

FIDUCIARY MATTERS

Section 17.1. Indemnification.

USA Surfing shall defend, indemnify and hold harmless each director of the Board and each officer from and against all claims, charges and expenses which he or she incurs as a result of any action or lawsuit brought against such director or officer arising out of the latter's performance of his or her duties with USA Surfing, unless such claims, charges and expenses were caused by fraud or willful misconduct on the part of said officer or director.

Section 17.2. Discharge of Duties.

Each director of the Board and officer shall discharge his or her duties: (i) in good faith, (ii) with the care an ordinarily prudent individual in a like position would exercise under similar circumstances, and (iii) in a manner the director or officer reasonably believes to be in the best interests of USA Surfing.

Section 17.3. Conflicts of Interest.

If any director of the Board, officer, committee or task force member has a financial interest in any contract or transaction involving USA Surfing, or has an interest adverse to USA Surfing's business affairs, and that individual is in a position to influence a determination with regard to the contract, transaction or business affair, such individual shall: (i) disclose the conflict of interest, (ii) not participate in the evaluation of the contract, transaction or business affair and (iii) not vote on the contract, transaction or business affair.

Section 17.4. Prohibited Loans.

No loans shall be made by USA Surfing to the Chair of the Board, to any director of the Board, or to any committee or task force member or to any USA Surfing employee.



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SECTION 18.

FINANCIAL MATTERS

Section 18.1. Fiscal Year.

The fiscal year of USA Surfing shall commence January 1 and end on December 31 each year.

Section 18.2. Budget.

USA Surfing shall have an annual budget.

Section 18.3. Audit

Each year USA Surfing shall have an annual audit of its books and accounts prepared by an independent certified public accountant as recommended by the Audit Committee. The Audit Committee shall provide the auditor's report to the Board of Directors upon completion.

Section 18.4. Individual Liability.

No individual director of the Board or officer shall be personally liable in respect of any debt or other obligation incurred in the name of USA Surfing pursuant to the authority granted directly or indirectly by the Board of Directors.

Section 18.5. Irrevocable Dedication and Dissolution.

The property of USA Surfing is irrevocably dedicated to charitable purposes, and no part of the net income or assets of USA Surfing shall inure to the benefit of private persons. Upon the dissolution or winding up of USA Surfing, its assets remaining after payment, or provision for payment, of all debts and liabilities of USA Surfing, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as amended.



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SECTION 19

MISCELLANEOUS PROVISIONS

Section 19.1. Severability and Headings.

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

Section 19.2. Saving Clause.

Failure of literal or complete compliance with any provision of these Bylaws in respect of dates and times of notice, or the sending or receipt of the same, or errors in phraseology of notice of proposals, which in the judgment of the directors of the Board do not cause substantial injury to the rights of the directors, shall not invalidate the actions or proceedings of the directors at any meeting.



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SECTION 20.

AMENDMENTS OF BYLAWS

Section 20.1. Amendments

These Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted, by a majority of directors of the Board at any meeting duly called and at which a quorum is present.



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SECTION 21.

EFFECTIVE DATE AND TRANSITION

Section 21.1. Effective Date and Election/Selection of New Board.

These Bylaws were approved and shall be effective June 7, 2017.



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Email to Team and Families from Coach Joey Buran

1/30/18

Greetings to All!

I'm writing this email to all of of you to give an update on information regarding our Coaching program here with USA Surfing and as well as to share from my heart some personal thoughts, especially with you parents. My thoughts are coming from my 40 years in the sport of Surfing, 30 years of marriage and family, 30 years of pastoral ministry, 20 years of surf Coaching and over 15 years Coaching Little League Baseball and serving as a Chaplain with the Calvary Chapel High School, Santa Ana Athletic Department.

1) Over the last few weeks in main stream media we have observed the coming to light of numerous unethical, immoral and criminal behavior actions of officials involved in the sport of Olympic Gymnastics here in the USA. In fact, we have watched the United States Olympic Committee (USOC) force USA Gymnastics, which is the National Governing Body (NGB) for the sport here in the USA, to remove every board member of their current Board of Directors. This is unprecedented and shows how serious the USOC is for addressing what happened within the sport of gymnastics here in the USA and making sure it does not happen again in USA Gymnastics or any another sport in the USA under USOC guidance and sanctioning. This would of course include USA Surfing. Because it effects all of us, I believe it is important for me as the Coach of USA Olympic Surfing to share more about our program's goals and culture while also addressing these recent events and how we view them and what that means for all of you.

2) First I would like to address and update all of you in regards to my relationship and accountability to the USOC and their support of USA Surfing and myself as the Head Coach of our program. Some of you might recall that in Santa Cruz, USA Surfing's CEO Greg Cruse mentioned at our Team meeting on the morning of Friday, January 12th, the recent recognition I had personally received from the USOC. He mentioned that I had been recognized by the USOC as one of their of "Quality Coaching Standouts" for 2017. For me personally, this a great and humbling honor, and I share the success of this recognition with Greg Cruse and all the athletes and parents who worked together to making our 2017 ISA Junior World Title possible. As a result of this recognition they have produced 2 feature articles for national distribution about our 2017 ISA World Junior Championship Gold Medal Team. These articles will go out to over a quarter million recipients throughout the USA Olympic Sports Program. The first and shorter article is set to be distributed in February in their monthly publication while the second more extensive article is set to be published in their Quarterly Coaches magazine in early Spring. You should all know clearly and emphatically that they have sanctioned us, they have guided us, they are proud of us, they are showcasing us Nationally to their entire National Program and... as already mentioned in previous memos they have committed significant sponsorship support to us beginning this year!

3) Over the last few months I have also been recruited by the USOC to be involved in their elite and prestigious National Team Coach Leadership Education Program (NTCLEP). Greg Cruse officially submitted me to the USOC for this program earlier this month before he left for China. I will communicate more of this in the future as more details and information come to light. This is slated to be a 2 year program working with the very best Head Coaches in the USOC Program in anticipation and preparation for all of Team USA and the coaching preparations for Tokyo 2020 Summer Olympics. Obviously, I'm very excited to be even recommended and considered for this honor and opportunity.

4) As our program goes forward in 2018, I announced at the Team meeting in January that Brandon Phillips from Vert Surf in San Clemente will now be serving in the official capacity as Assistant Coach to the USA Surf Team and our Olympic Surfing Program. Brandon is a great coach and has been a huge help to me personally over these last 6 months. He is professional, intelligent, an excellent coach, very knowledgeable in the surf and action sports industry and his personality and strengths are a great complement for me as Head Coach. He will be with me at most if not all of our training throughout this



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year and it is planned that he will travel with the selected athletes from USA Junior Team to the 2018 ISA World Junior Surfing Championship later this year (dates and location still unknown).

5) I believe it's important for all parents and athletes in our program to know that months ago Brandon, Greg Cruse, and myself completed the USOC recommended "Safe Sport" Certification Program. This certification Program deals with Legal and "common sense" guidelines for all sports coaches, but especially those working with minors. If you go to safesport.org you can find out more information about them and their certification program. I highly recommend the course for at least one of the parents for each of the athletes currently in our program. I also believe it is worth the 2 to 3 hours it would take each of the athletes in our program to complete the certification process. So many of you are traveling all over the world encounter all kinds of people who you are trusting with your lives. Most people mean well and in fact are a blessing, but unfortunately not all are and it is an unpleasant reality that we all need to consider. I personally believe you cannot be too protective of your children and young adults and the situations and circumstances they are placed in. Allow me to say in closing on this matter, that we at USA Surfing take very seriously and reverently your faith and trust in us to lead, guide and coach your children in a positive, encouraging and safe environment at all times.

6) Going forward, It is my supreme goal as Head Coach of this Olympic Surfing Program to do the best I can while serving as your Coach in this program. It's my heart's desire that your involvement and participation in this program will be a positive experience, where each of you grows in character and surfing ability and competition skills, while building great lifetime friendships and memories. We will continue to strive to accomplish these goals in a safe, positive, respectful and professional environment.

7) I will also continue to study and seek to apply the guidelines and principals of the USOC's "Quality Coaching Framework" (QCF) to all of USA Surf Team Training. The QCF is the most current up to date USOC Coaching Development materials made available to all USOC NGB sports programs. It is extremely helpful and relevant material that I have been applying to our program over the last few months. Of course, I will also seek to apply my life skills knowledge to all I do leading this program forward in 2018. This includes ongoing researching, observing and gleaning of beneficial lessons and materials from other leaders and coaches that best fit the culture and long term goals of the USOC and USA Surfing.

8) As we go forward with Team Training in the upcoming months, you can expect a higher bar of professionalism in how we look and what we are doing both here in California and in our East Coast training in early March. As always your communication and participation go a long way to show your ongoing interest in this program. I'm super stoked for everyone of you currently in our program and you need to know I believe in you, your abilities and your future. The next few months I will be attending the USA Prime events on the East Coast and West Coast to watch, evaluate and encourage all of you. I will also be scouting other surfers as well who presently are not in our program, to see who will be good fits for our 2018-2019 Teams.

Keep surfing, keep it positive, keep smiling and give it your best! Remember 2 things you can always control, your attitude and your effort! Yew...

Dream Big Dreams!

Joey :)



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USA Surf Team Membership Agreement

This agreement is entered by and between USA Surfing ("US"), a California Not-for-Profit corporation designated by the International Surfing Association as the National Governing Body for surfing in the United States of America and _____, ("Athlete") an individual desiring to train and compete as a member of the USA Surf Team.

RECITALS

- A. The **Vision** of US is to make the United States of America the best in the world in competitive surfing. The **Mission** of US is to make the vision a reality by fielding and maintaining teams of world-class surfing Athletes by educating, training, and supporting all Athletes to achieve sustained success in all levels of surfing competition and by helping Athletes to use surfing competition to develop to their highest athletic and personal potential. In furtherance of its mission, US selects, trains, and provides support for qualified US members of the USA Surf Team. Participation in US programs is entirely voluntary. Nothing in this Agreement is intended to, nor should it be construed to create an employer/employee relationship between US and Athlete.

- B. Athlete is a non-employee member in good standing of US who possesses extraordinary and unique skill and ability as a competitive surfer, whose performance in US and other recognized competitions



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qualifies him/her for invitation to, and the enjoyment of, the benefits and responsibilities of membership on the USA Surf Team.

- C. US desires to provide to Athlete the opportunity to participate in the programs made available to Athletes by US as members of the USA Surf Team, and Athlete desires to participate in such programs and therefore agrees to accept the responsibilities of team membership as is set forth herein.
- D. This document is intended by the parties to set forth the rights and responsibilities that accompany membership on the USA Surf Team.

Therefore, in consideration of the mutual covenants set forth herein, US and Athlete agree as follows:

Benefits Provided by US

As a benefit of team membership on the USA Surf Team and in exchange for the granting of rights discussed herein, Athlete may receive support services and training from US which may include, but not be limited to, the following benefits as determined by US in its sole and absolute discretion.

- 1. Dedicated Coaching staff;
- 2. Training and support at ISA World Events and other ISA and US Sanctioned Events; other events outlined on competition schedule;
- 3. Training and conditioning schedules and methods;
- 4. Conditioning camps and sport education;



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5. In-water training;
6. Periodic physical testing and athletic evaluation;
7. Education regarding the use of banned and restricted substances;
8. Medical and sport science clearance from injury prior to participation in training and competition;
9. Physical therapy services, if appropriate;
10. Competition and training uniforms of US's choice;
11. Primary Participant Accident Insurance;
12. Administrative support through US Staff.

Responsibilities of Athlete

In consideration of the benefits provided by US to Athlete, Athlete agrees to provide the following to US:

1. Athlete agrees to pursue fully and completely comply with the programs, objectives, and performance goals developed in concert with US staff and coaches.
2. Athlete agrees to arrive punctually for all meetings, training camps, and activities designated by US coaches or staff as mandatory. Failure to attend any mandatory activity without providing sufficient justification, in the sole opinion of US, may constitute grounds for immediate termination of this Agreement and dismissal from the Team.
3. Athlete agrees to meet all travel schedules set by US and may only alter travel arrangements with the approval of his/her head coach. Any expense associated with alteration of travel schedules not approved by US shall be borne by Athlete;



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4. Travel expenses associated with Athlete's attendance at events agreed upon within the Athlete schedule will be paid for by Athlete or Athlete's sponsors;
5. Athlete agrees to appear and participate in a minimum of three (3) US promotional events or fundraisers. US will provide a schedule of events at the beginning of the term to allow Athlete to make these dates a priority on their calendar. Other events (such as fundraisers) TBD as dates become available.
6. Athlete will agree to posting at least one tagged social media post per each US prime competition and training camp they attend, as well as on each day of competition at ISA. Athlete also agrees to post a maximum of 10 social media requests sent out via email by US in regards to awareness of fundraisers or other promotional events put on by US. Athlete will be allowed to alter the post request as they wish as long as the subject matter is clearly stated and requested tags are made.
7. Athlete will agree to posting at least one tagged social media post per month relating to USA Surf Team and USA Surf Team partnerships. The maximum sponsor posts not to exceed 3 separate sponsor requests per month.
8. Athlete shall be responsible for providing his/her own hardgoods (including but not limited to surfboards, leash(as), and eyewear) for training and competition.
9. Athlete agrees to permit US to use his/her name and/or likeness for promotional purposes as is set forth fully below (Section 3);
10. Athlete agrees to remain in consistent communication with US team manager and/or head coach regarding training and competition schedules.



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11. Athlete agrees, in the event that he/she is represented by an Agent, to provide US athletic department, at minimum, the name, address, email address, and telephone number of the Agent;
12. Athlete agrees to comply with all local, state, and federal laws regulating the use of alcohol. Athlete also agrees to abide by the strictures of the US Code of Conduct (which prohibits the use of alcohol under the age of 21 regardless of local laws or custom). If Athlete is of legal age to consume alcohol, Athlete agrees to do so in moderation while appearing at any function at which he/she could be identified as a member of the USA Surf Team.
13. Athlete understands and agrees that possession and/or use of any illegal drug or controlled substance in violation of any applicable law shall be grounds for immediate termination of this Agreement by US without any warning or opportunity to cure by Athlete.
14. Athlete agrees not to use any substance banned by the IOC, ISA, and/or USOC. Athlete understands that USOC regulations require that Athlete submit to random, unannounced drug testing, in and out of competition and Athlete agrees to submit to Same. Athlete also agrees to cooperate with US in providing USOC and/or ISA with Athlete's location at all times so that USOC's agent, USADA or other entity designated by IS A, can conduct random, no announced testing.
15. Athlete agrees to use his/her best efforts to fully comply with this program, details of which can be found at **Error! Hyperlink reference not valid.****Error! Hyperlink reference not valid..**
16. Athlete agrees to remain current on any financial obligations to US.

Marketing Rights



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In consideration of the benefits provided by US to Athlete, Athlete agrees to provide the following to US:

1. Athlete hereby agrees to be filmed, videotaped, and photographed and to have his/her image and voice otherwise recorded in any media by the US's official photographer(s), film crew(s), and video crew(s) and by any other entity authorized by US. Athlete hereby grants to US the irrevocable, fully paid up, worldwide right and license to use, and to authorize third parties to use, in all media Athlete name, likeness, picture, voice, and biographical information for: (1) news and information purposes; (2) promotion of the USA SurfTeam and the specific competitions in which Athlete competes; (3) promotion of US through its fundraising mission; and (4) to support US's educational and philanthropic efforts through the production of educational and training videos, DVDs and other media including social media. This provision shall survive termination of this Agreement.
2. Notwithstanding the foregoing, Athlete specifically grants to US the irrevocable, fully paid up, worldwide right and license to use Athlete's image in any US group licensing promotion. Athlete understands that US will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes.
3. US shall secure for and provide to Athlete, for his/her exclusive use, a complete set of competition apparel, in the apparel categories: Competition Outerwear (jacket or garment worn as outer layer and pant), Cap, and T-Shirt(s). In competitions in which athlete is entered by US or as a member of the U.S. Surf Team, he/she shall travel



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exclusively in the competition apparel provided by US. In addition, when appearing live or for any still photo, film, or video intended to identify or depict athlete as a member of the U.S. Surf Team, Athlete shall wear either his/her competition outerwear or any official leisure or training apparel provided by US. All such apparel shall remain the property of US. At the conclusion of the competition season, US may, but shall not be obligated to, convey ownership to Athlete.

4. Athlete is encouraged to publicize and post about the USA Surf Team as much as possible subject to the publicity guidelines provided by US which may be subject to change from time to time. s. Athlete understands and agrees that he/she must obtain the prior written consent of US for any individual endorsement program in which/she will be named as a member of, or otherwise openly identified with the USA Surf Team or any other US controlled entity or program.
5. Except for those rights specifically granted to US, Athlete shall retain sole and exclusive ownership of his/her individual publicity rights. Athlete agrees to exercise those rights in such a manner as to not violate IOC, USOC, and or ISA regulations and restrictions and possibly compromise his/her competition eligibility.

Term, Termination, and Renewal

1. This Agreement shall have an effective commencement of the date of its execution by an authorized representative of US, and shall



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continue for an initial term to conclude on the following June 30, unless sooner terminated in accordance with the terms below.

2. This Agreement, and all benefits and services provided hereunder, shall immediately terminate shall Athlete plead guilty or be adjudicated guilty of a doping offense or if Athlete pleads guilty to a crime involving the use, possession, or distribution of a controlled substance, whether or not the Same is included on the USOC list of banned substances.
3. US may terminate this Agreement at any time in the event of major departmental or organizational restructuring.
4. US may terminate this Agreement at any time for Athlete misconduct. The term "Athlete misconduct" shall refer to conduct which violates the terms of this Agreement, team rules, the US Code of Conduct, the laws of any jurisdiction in which the Athlete is present, or any conduct which might bring disrepute to, or otherwise harm US or ISA. Prior to termination under these circumstances, Athlete is entitled to receive written warning and the opportunity to cure such conduct unless the misconduct is (a) of such severity that in the reasonable judgment of US Executive Director it cannot be cured, or (b) the conduct is part of a pattern of conduct of which Athlete has already been warned, or which is reckless, unlawful, insubordinate, disruptive, or otherwise damaging to US's ability to discharge its mission.



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5. This Agreement shall be terminable by Athlete at any time, and for any reason upon thirty (30) days written notice to US of Athlete's intent to terminate.

Miscellaneous

1. Preservation of Competition Eligibility. Athlete shall not violate any provision or rule promulgated by the IOC, ISA, USOC, or US governing eligibility of Athletes to compete in IOC, ISA, or US Sanctioned events. Athlete agrees to maintain his membership in US in good standings at all times.
2. Governing Law. This Agreement shall be construed pursuant to the laws of the State of California without reference to principles governing choice or conflicts of laws. It is the intent of US and Athlete that this agreement be construed in accordance with the dictates of the Ted Stevens Amateur and Olympic Sports Act of 1978, as amended as well as the Constitution and Bylaws of the USOC, which are incorporated herein by this reference.
3. Entire Agreement. This Agreement, together with any addenda, shall constitute the entire agreement between the parties and shall supersede all prior agreements between the parties relating to the subject matter, written, oral, or otherwise.
4. Situs. Jurisdiction, and Venue. This situs of this Agreement shall be in Orange County, State of California. All legal proceedings related to this Agreement shall be maintained in state courts sitting in



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Orange County, California, and Athlete specifically consents to jurisdiction and venue as set forth herein. If either party chooses to file an action to construe the terms of this Agreement or enforce any term hereunder, the prevailing party shall be entitled to his/her reasonable costs, including attorneys' fees incurred therein.

5. Modification. This agreement may be modified at any time by US to conform with IOC, USOC, or ISA rules. US shall notify Athlete and his/her registered representative of any modification in writing.

6. Special Medical Power of Attorney. By affixing his/her signature below, Athlete willfully and voluntarily agrees that his head coach shall be Athlete's agent and attorney in fact with lawful authority to execute a medical treatment plan on Athlete's behalf, governing the care to be provided to Athlete in the case that Athlete is unable to make that decision for him or herself. Athlete specifically agrees to permit US to disclose medical information necessary for the provision of care. This power of attorney shall become effective at such time that Athlete's attending physicians determine that Athlete is unable to give direction to physicians in his/her own behalf. In the event that the head coach is unable to perform the functions set forth, this power of attorney shall extend to the nearest available US coach or staff member willing to accept such authority. Athlete also specifically agrees to permit US to release medical information collected by US which may or may not be protected by HIPAA to medical practitioners and trainers seeking to treat or train athlete.



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7. Nature of Relationship. Athlete and US agree and intend that this Agreement is not intended to, nor should it be construed to create, an employer/employee relationship between US and Athlete.

Agreed to and Accepted:

By USA Surfing:

Signature of USA Surfing Representative

Date

By ATHLETE:

Signature of ATHLETE

Date



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The Following Section Must Be Completed And Signed If Athlete Is Under 18

I am the parent and/or legal guardian for _____ (Athlete), and I possess authority enter into this Agreement on his/her behalf. I verify that I have read, and that I fully understand and accept, on behalf of myself and the Athlete, each of the conditions for permitting the Athlete to become a member of the USA Surf Team. I agree to waive, indemnify, defend, and hold harmless US from and against any cost or loss, expense, or liability arising out of the performance or non-performance of this agreement, any unenforceability of any portion of this Agreement, or any lack of authority on my part to enter into this Agreement on behalf of Athlete.

Further, I understand and agree that if US terminates this Agreement for cause while Athlete is traveling with the team, US will make available to Athlete transportation home. However, if at such time Athlete refuses to accept such transportation, I understand and agree that US shall have no further responsibility whatsoever for Athlete, and that Athlete may be left unattended and without food, lodging or supervision of any kind. In such event, I hereby waive and release all claims against US for any harm, injury or damage which may befall athlete, and agree to defend and indemnify US against claims for the same asserted by Athlete or any other party on his/her behalf.

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date



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**USA SURFING, INC.
EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is made and entered into this 1st day of February 2018 by and between USA SURFING, INC. (the "Company") ("USA") with its principal executive office presently located at 1001 Avenida Pico Suite C229, San Clemente, CA 92673, a California non-profit corporation, and GREG CRUSE (the "Employee").

RECITALS

- (1) USA is a duly registered California non-profit corporation.
- (2) USA desires to employ Employee as Executive Director on the terms and conditions set forth herein.

1. RELATIONSHIP AND DUTIES

1.1 EMPLOYMENT AND TITLE. USA shall employ Employee as Executive Director, otherwise known as the Chief Executive Officer ("CEO") with the general title CEO. Subject to the terms and conditions hereof, employee shall perform such duties and exercise such authority as are customarily performed and exercised by persons holding such office, subject to the general direction of the Board of Directors of USA. Such services and duties shall be exercised in good faith and in accordance with standards of reasonable business judgment.

1.2 DUTIES & CONFLICTS. Employee shall devote his full time, attention, and efforts to the diligent performance of his duties as CEO. Employee will be responsible for USA activities, including but not limited to make-up and structure of USA staff, in fulfillment of priorities and policies set by USA Board. Employee will not accept employment with any other individual, corporation, partnership, governmental authority or any other entity, or engage in any other venture for profit that USA considers to be in conflict with its activities.

1.3 EMPLOYMENT SITE; TRAVEL. Employee will work remotely from his home office located in San Clemente, California or at other such location as deemed appropriate by Employee. Employee will travel to the principal office when required to fulfill his duties. Variations of this schedule will be planned and agreed upon between Employee and the USA President/Board Chair, taking into account vacation time, attendance at National Events, and other instances as may arise.

2. TERM OF EMPLOYMENT

2.1 TERM. The term of employment under the Agreement shall begin on July 1, 2017, and end on July 31, 2021. Both parties recognize the mutual option to effect renewal at the end of the term.

3. TERMINATION

3.1 DEFINITION. As used in the Agreement, "termination" shall mean the termination of Employee's employment relation with USA, whether initiated by USA or by Employee, and whether for cause or without cause.

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3.2 TERMINATION EVENTS. Notwithstanding any other provisions of the Agreement, the employment of Employee shall terminate immediately on the earlier to occur of any of the following:

- 3.2.1 Employee's death;**
- 3.2.2 Employee's complete disability.** "Complete disability" as used herein shall mean the inability of Employee, due to illness, accident, or other physical or mental incapacity, to perform the services required under the Agreement for an aggregate of ninety (90) days within any period of 180 consecutive days during the term hereof; provided, however, that disability shall not constitute a basis for discharge for cause;
- 3.2.3 The discharge of Employee by USA for cause.** "Cause" as used herein shall mean (i) Employee's intentional misconduct as shall constitute, as a matter of law, a breach of the covenants and obligations of Employee hereunder; (ii) failure or refusal of Employee to comply with the provisions of the Agreement; (iii) failure to perform to the expectations of the job description (reference Appendix A); or (iv) any criminal act involving theft, fraud or embezzlement from USA.

3.3 TERMINATION BY EMPLOYEE. Employee may terminate his employment with USA by giving thirty (30) days written notice of termination.

3.4 EFFECT OF TERMINATION. The termination of Employee's employment shall constitute a tender by Employee of his resignation as CEO and any other positions held within USA.

3.5 PAYMENT ON TERMINATION. If Employee's employment is terminated by Employee with or without cause, or by USA with or without cause, Employee shall be paid all base salary and benefits accrued, if any, under the Agreement as of the termination date.

3.6 SEVERANCE PAYMENT. If Employee's employment is terminated by USA without cause, Employee shall be entitled to a severance payment equal to twelve (12) months base pay, all performance bonuses that Employee would have been entitled to in the succeeding twelve (12) months and Commissions that Employee would have been entitled to pursuant to Section 4.2. for a period of nine months after Employee's termination date. Employee shall not be entitled to severance payment of any kind if Employee's employment is terminated by USA with cause.

3.7 COMMISSION. If Employee's employment is terminated, he shall be paid, in addition to any amounts payable under Sections 3.5, 3.6 and 3.8 of the Agreement, unpaid commission earned as of the Employee's termination date and payable under Section 4.2 of the Agreement, if any.



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3.8 PERFORMANCE BONUS. If Employee's employment is terminated by USA without cause, Employee shall be paid, in addition to the amounts payable under Sections 3.5, 3.6 and 3.7 of the Agreement any unpaid performance bonus payments payable under Section 4.3 of the Agreement. Termination for cause shall result in Employee forfeiting any performance bonus.

4. COMPENSATION

4.1 BASE SALARY. For the period beginning July 1, 2017, and ending December 31, 2017, Employee shall be paid an annual base salary of \$60,000, payable bi-weekly. For the period beginning January 1, 2018 and ending July 31, 2021, Employee shall be paid the greater of (i) \$72,000 or (ii) an amount determined by the Board commensurate with like persons serving in like capacity within the

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processes defined in the USA Employee Handbook (to be developed). All payments are payable in accordance with USA's standard payroll processes and subject to any deductions required by law.

4.2 COMMISSION. Employee shall be paid a commission of 15% of sponsorship revenue, grants and donations brought in directly and solely by Employee. Employee shall be paid 5% of sponsorship revenue, grants and donations brought in solely by others. This 5% shall be considered payment for Employee's performance of duties necessary for activation of sponsorship and administration of funds brought in solely by others. This 5% shall be paid regardless of the commission percentage being paid to others. Commission excludes contributions, grants or patronage from the USOC or IOC, contest entry fees, membership fees, and team participation fees. Commission shall not be paid on value assigned to inkind sponsorship/contributions. Commission will be paid upon the earlier of (i) qualifying funds being received by USA or (ii) termination of Employee. Total Commissions will be limited to \$300,000 in any calendar year.

4.3 PERFORMANCE BONUS. Employee shall be eligible for consideration for annual performance bonus compensation for each calendar year up to 25% of base salary. The amount of this bonus compensation will not exceed 25% of the net income of the organization for the respective year, an amount determined by the Board of Directors. Bonus compensation shall be subject to any deductions required by law. USA shall timely, and at least once yearly, determine the criteria establishing such bonus compensation in conjunction with the Employee.

5. BENEFITS

5.1 ELIGIBILITY FOR GENERAL BENEFITS. To the degree allowable by law and vendor policy, Employee shall be immediately eligible to participate in any plan of USA or its affiliates relating to profit sharing, group life insurance, medical coverage, education and other retirement or employee benefits that USA may adopt for the benefit of employees.

5.2 MOBILE DEVICE ALLOWANCE. Employee shall receive a mobile device for USA purposes or a mobile device allowance of up to \$80 per month on a reimbursement basis as allowable by law.

5.3 ADDITIONAL BENEFITS. Employee shall be eligible to participate in any other benefits that, in USA's judgment, are commensurate with the responsibilities and functions to be performed by Employee under the Agreement.

6. VACATIONS, PAID VACATION, HOLIDAYS, SICK LEAVE, PERSONAL DAYS

6.1. During the term of the Agreement, Employee shall be entitled to the above as defined in the Employee Handbook.

6.2 VACATIONS: The timing and length of vacations shall be scheduled in a reasonable manner by Employee. Vacation time shall be approved in advance by the President/Board Chair of USA.

6.3 LEAVES WITH OR WITHOUT PAY. With or without cause, USA Board of Directors may grant Employee a leave or leaves of absence, with pay, at such time or times and upon such terms and conditions as the USA Board of Directors may determine. With cause, USA Board of Directors may grant Employee a leave or leaves of absence, without pay, at such time or times and upon such terms and conditions as the USA Board of Directors may determine. Should cause for a leave or leaves without pay later be invalidated, Employee will be paid for leave time.

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7. LIMITS OF AUTHORITY

7.1 The CEO operates within specific parameters established by the Board of Directors. The parameters below may be modified by the Board of Directors or Board of Directors, but any modifications must be communicated in writing to the CEO.

7.1.1 The CEO must manage within the formal budget approved by the Board of Directors. Unbudgeted expenditures in excess of \$5,000 may not be disbursed without the documented approval of the President/Board Chair, or in his/her absence, the Treasurer. Disaggregating purchases to meet this requirement is not acceptable or permitted:

7.1.2 All supplier agreements over \$25,000 must be documented with either a purchase order (one-time buy); or a contractual agreement signed by the CEO and approved by the Board (and signed by the President/Board Chair or Treasurer on behalf of the Board). All contracts exceeding two years in length or \$100,000 in total contract value must be approved in principle by a majority of the Board;

7.1.3 Employee may not enter into any other employment agreement without the written approval of the Board;

7.1.4 The CEO is authorized to sign budgeted Purchase Orders of any amount and unbudgeted



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Purchase Orders up to \$5,000;

7.1.5 During employment the Company, USA Surfing Inc., shall (the payday after presentation of appropriate receipts and vouchers) reimburse Employee for his reasonable and necessary expenses incurred in the performance of his duties. All expenses must be presented for payment within 60 days of having been incurred, and will be reviewed by the President/Board Chair and the Chairperson of the Finance Committee before being reimbursed.

8. OPERATING GUIDELINES

8.1 The CEO is expected to exercise sound business judgment in the conduct of all USA business and operate under the highest moral and ethical guidelines. The CEO is responsible for ensuring the USA Staff understands and commits to the same ethical standards in their dealings with members, the public, suppliers, sponsors and other sports organizations. This includes, but is not limited to the following.

- 8.1.1 Acting in a professional and responsible manner at all times;
- 8.1.2 Dressing and comporting oneself in a professional manner at all times;
- 8.1.3 Ensuring that the highest levels of sportsmanship are adhered to in all competitive play;
- 8.1.4 Not accepting any compensation from manufacturers, other organizations or individuals where there is any potential conflict of interest without disclosing it to the Board of Directors.

9. POST TERMINATION COVENANTS

9.1 ADDITIONAL COVENANTS. The following provisions shall apply and be binding on Employee following Employee's termination of employment under all circumstances, whether termination

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5 occurred with cause, without cause, following illness or disability, because of a change of control, or for any other reason:

- 9.1.1 Employee shall fully cooperate in the defense or prosecution of any litigation arising from or relating to matters about which Employee has knowledge based on his employment or other work, paid or unpaid, for USA and its affiliates. To the extent allowed by law Employee shall receive reasonable compensation in connection with his performance under this Section 8.1.;
- 9.1.2 Employee shall at all times keep all confidential and proprietary any information gained from his employment by USA, or from other previous, present or subsequent paid or unpaid work for USA, in strictest confidence, and will not disclose or otherwise disseminate such information to anyone, other than to employees of USA or its affiliates, except as may be required by law, regulation or subpoena (reference Appendix B);
- 9.1.3 Employee, for a period of three (3) years after termination of employment with USA, shall not enter into employment or contractor agreements with competing organizations and/or similar sports organizations/businesses that could potentially have an adverse effect on USA (e.g., financial/membership/proprietary/products).

10. MISCELLANEOUS

10.1 RECITALS; LAW; AMENDMENTS. Each and every portion of the Agreement is contractual and not a mere recital. The Agreement shall be governed by and interpreted according to California law and any applicable federal law. The Agreement may not be amended except by a subsequent written agreement signed by all parties hereto.

10.2 ENTIRE AGREEMENT. The Agreement contains the entire understanding and agreement of the parties with respect to the parties' relationship, and all prior negotiations, discussions or understandings, oral or written, are hereby integrated herein. No prior negotiations, discussions or agreements not contained herein or in such documents shall be binding or enforceable against the parties.

10.3 COUNTERPARTS. The Agreement may be signed in several counterparts. The signature of one party on any counterpart shall bind such party just as if all parties had signed that counterpart. Each counterpart shall be considered an original. All counterparts of the Agreement shall together constitute one original document.

10.4 WAIVER. Any waiver by any party hereto of any provision of the Agreement, or of any breach thereof, shall not constitute a waiver of any other provision or of any other breach. If any provision, paragraph or subparagraph herein shall be deemed invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions, paragraphs and subparagraphs shall not be affected.

10.5 ARBITRATION. Any dispute, controversy, claim or difference concerning or arising from the Agreement or the rights or performance of either party under the Agreement, including disputes about the interpretation or construction of the Agreement, shall be settled through binding arbitration in the State of California and in accordance with the rules of the American Arbitration Association. A judgment upon the award rendered in such arbitration may be entered in any court of competent jurisdiction.

10.6 EMPLOYEE HANDBOOK. Employee agrees to be bound by the terms and conditions of any employee handbook of USA as may be in effect from time to time, except that in the event of a conflict between such employee handbook and the Agreement, the Agreement shall control.

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6 10.7 CAPTIONS. All captions, titles and headings in the Agreement are for convenience only, and shall not be construed to limit any term of the Agreement.

10.8 EXCEPTIONS. The USA Board or the management of USA may, in its discretion, make exceptions to one or more of the conditions contained in the Agreement, provided that any such



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exceptions must be approved by Employee in writing.
10.9 PRIOR CONTRACTS. The Agreement replaces and supersedes all prior written employment
agreements and amendments thereof between the parties.

Greg Cruse (Employee) Date
USA, on behalf of the Board of Directors:

(President/Board Chair) Date

(Treasurer) Date

(Secretary) Date

(Non-officer Director) Date

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APPENDIX A Chief Executive Office Job Description

The Executive Director of USA is the Chief Executive Officer ("CEO") of the corporation. He or she is
responsible for implementation of policies established in conjunction with the Board of Directors as well as
management towards USA's annual and long range plans, including evaluation of and reporting on progress
towards those plans.

Responsibilities include the following:

I. Administration

! Recruit and retain competent staff members to fill the roles of Membership Manager, Sport
Development Manager, Programming Manager, Office Assistant, and any other staff additions
approved by the Board of Directors.

! Manage any contract personnel that may serve as project staff or outsourced service providers;
e.g., national tournament staff, master instructors, accountants, team coaches/trainers.

! Ensure compliance with Human Resources regulations and reporting requirements.

! Oversee employee development, training, performance, and succession planning.

! Administrate specific performance dashboards, annual assessments, and improvement plans.

II. Communications, Marketing and Public Relations

! Develop close working relationships with key stakeholders including the Board of Directors,
related groups and organizations, manufacturers, event participants, state associations, volunteers,
host club venues, sponsors, and donors.

! Publicize the activities of the Association (its goals and its programs) through the use of press
releases, social media, print marketing, and at host venues.

! Oversee creation of content for press releases and print marketing materials as well as production
and distribution of print marketing and publicity materials by working closely with staff,
designers, and editors. Organize the availability of association members for media and/or public
relations events.

! Demonstrate leadership by being highly visible and interactive with all constituencies when
attending national and international events.

! Provide status reports and updates to the Board of Directors on a regular and consistent basis.

! Represent USA at United States Olympic Committee (USOC) meetings and events.

III. Finance and Budget

! Develop and ensure sound financial practices, including preparation of monthly and annual
budgets.

! Ensure the association operates within budget guidelines to maintain a consistent positive net
operating income. Ensure adequate funds are available to permit the organization to carry out its
mission.

! Provide the Treasurer and the Finance Committee with regular and accurate financial information.

IV. Revenue Generation

! "Grow" the sport by increasing membership, national event enrollment, general participation, and
grassroots programs.

! Raise funds through advertising sales, sponsorships, grants, and donations with particular
emphasis on sources outside of the sport. Identify potential future promoters and supporters of the
association by utilizing existing contacts and developing new relationships.

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APPENDIX B Confidentiality Agreement

Confidentiality will survive this agreement for a period of not less than Five (5) years following termination.
During the performance of his duties, the Executive Director may be privy to confidential information about
the industry, USA, the USOC or individuals affiliated with the sport of racquetball. In addition, the Executive
Director will have access to the data, figures, projections, estimates, membership lists, tax records, personnel
records, accounting procedures etc. of the association. These are considered to be proprietary to USA and are
not to be shared with others under any circumstances without the written consent of the President of the Board
of Directors of USA.



Member, U.S. Olympic Committee

USA Surfing, Inc.
1001 Avenida Pico
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F – 949.203.6258
www.USASurfing.org

Confidential Information and Return of Property.

a. Executive shall not, without the prior written consent of the Company, divulge, disclose or make accessible to any other person, firm or corporation either during or after the termination of his employment, except while employed by the Company in the business of and for the benefit of the Company (e.g., providing information to its attorneys, accountants, banks, etc.), any Confidential Information. "Confidential Information" shall mean with respect to

the Company, all financial and personnel information, business plans, data bases, the identity of financial contributors and the amounts or conditions of their contributions, donor or financial solicitation plans and goals and all other information that the Executive Board may designate in writing as confidential from time to time, to the extent the information is not generally available to the public through other sources.

b. Upon termination of employment with the Company, executive will immediately return to the Company all property of the Company and the Foundation including, without limitation, mailing lists, reports, files, memoranda, records and software, credit cards, door and file keys, computers and other electronic equipment, computer access codes or disks and instructional manuals, and other physical or personal property which Executive received or prepared or helped prepare in connection with his employment with the Company including but not limited to any property containing Confidential Information, and Executive will not retain any copies, duplicates, reproductions or excerpts thereof.

The financial and other business terms and conditions of this Agreement shall be kept in strict confidence by Company and Executive, subject to disclosure to the Board of Directors of the Company, agents and employees of Company on an as-needed basis, legal and tax advisors of either party and as may be required by law or in the enforcement of this Agreement.

Greg Cruse (Employee) Date

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USA SURFING EVENT CODE OF CONDUCT

The essential elements of character building and ethics in sports are embodied in the concept of sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring, and good citizenship. The highest potential of sports is achieved when competition reflects these "six pillars of character." I therefore agree:

1. I will not force my child to participate in sports.^{2, 9}
2. I will remember that children participate to have fun and that the youth competition is for the benefit of the youth, not the adults.^{6, 9}
3. I will inform the beach marshal of any physical disability or ailment that may affect the safety of my child or the safety of others.⁹
4. I will learn the rules of competition and the policies of the USA Surfing.^{7, 3}
5. I (and my guests) will be a positive role model for my child and encourage sportsmanship by showing respect and courtesy, and by demonstrating positive support for all competitors, judges, officials, staff and spectators at every USA Surfing event.¹⁰
6. I (and my guests) will not engage in any kind of unsportsmanlike conduct with any official, competitor, or parent such as booing and taunting; refusing to shake hands; or using profane language or gestures.^{3, 6, 7, 8}
7. I will not encourage any behaviors or practices that would endanger the health and wellbeing of the athletes.
8. I will teach my child to compete by the rules and to resolve conflicts without resorting to hostility or violence.^{5, 2}
9. I will demand that my child treat other competitors, officials and spectators with respect regardless of race, creed, color, sex or ability.^{6, 9}
10. I will teach my child that doing one's best is more important than winning, so that my child will never feel defeated by the outcome of a game or his/her performance.²
11. I will praise my child for competing fairly and trying hard, and make my child feel like a winner every time.²
12. I will never ridicule or yell at my child or other participant for making a mistake or losing a competition.^{2, 5}
13. I will emphasize skill development and practices and how they benefit my child over winning. I will also deemphasize competition in the lower age groups.¹⁰
14. I will promote the emotional and physical wellbeing of the athletes ahead of any personal desire I may have for my child to win.⁹
15. I will respect the officials and their authority during events and will never second guess their calls in front of other parents or competitors and will quietly and privately ask for an explanation from the beach marshal, contest director or head judge, before the results of the heat in question are made public.^{4, 7}
16. I will demand a sports environment for my child that is free from drugs, tobacco, and alcohol and I will refrain from their use at all sports events.⁶
17. I will refrain from coaching children other than my own during competition unless specifically asked by the child's parents.⁴
18. I will always leave the beach cleaner than I found it and will educate my children and guests to avoid trampling sensitive plants, dunes and tide-pools.
19. I will teach my child that losing with dignity is just as important as being a gracious winner.

Sportsmanlike Conduct: Sportsmanlike conduct is defined as, but not limited to: respect for USA Surfing Prime Tour and Event sponsors, judges, opponents, USA Surfing Management member, spectators, member of the media or any other person within the designated Event site; respect for facilities, privileges and operation procedures at Events; the use of courtesy and good manners at Events; acting responsibly and maturely at Events; refraining from any visible gesture which is commonly understood to be derogatory, profane, and/or highly offensive, or would indicate a sexually explicit act; and refraining from intentional and purposeful display and or exposure of nudity; and refraining from the use of:

- (a) profane or abusive language at Event venues (in any language);



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- (b) illegal (e.g., under age) or immoderate use of alcohol at USA Surfing Event venues; and
- (c) the use of illegal or banned drugs.

All Surfers, Parents and Coaches attending any Event shall conduct themselves in accordance with the best traditions of national and international sporting competition. Again, this is not intended to be an exhaustive list of violations of Sportsmanlike conduct but merely a general guideline. Any Surfer found in violation of this section shall be subject to the following disciplinary action:

(i) Suspension and Expulsion. 1st Offense will receive an official warning, and \$100 fine. 2nd offense will receive a one event suspension and \$200 fine. Any Surfer who is found to have three (3) offenses of this Article in one or more seasons, which clearly efface a pattern of unacceptable conduct, may be subject to suspension and/or expulsion from the USA Surfing Prime Tour and a \$300 fine."

The severity of the offense may alter the penalty, which may include any variation of the following: verbal warning, written warning, fines, probation, suspension, and expulsion. Competitors are held responsible for any unsportsmanlike conduct before, during, and after the event. Coaches, parents, and team managers will be held responsible under the same guidelines and will be the responsibility of the competitor. Social media accounts, which are linked to a competitor or parent, will also be held to the same guidelines. After consultation with the contest director and head judge a penalty will be released within 48 hours for any misconduct which damages the image of the event.

Parent/Guardian Signature _____ Date __/__/__

Competitors Signature _____ Date __/__/__

References:

The Sport Parent Code of Conduct has been compiled from the following national organizations and local youth sports league Parent Codes of Conduct:

1. Arizona Sports Summit Accord
2. Character Counts
3. Heartland Soccer Club
4. Kidsports
5. Mt. Laurel Soccer Club
6. National Alliance for Youth Sports
7. National High School Athletic Coaches Association
8. Pop Warner
9. Rosemont Area Athletic Association
10. USA Hockey

Additional recommended resources for conduct and sportsmanship for coaches and athletes include: Arizona Sport Summit Accord, United States Olympic Committee (USOC) Coaches Code of Ethics, and the Character Counts Coalition.