

## DISPUTE AND MANDATORY ARBITRATION AGREEMENT

Most members of US Lacrosse can readily resolve certain claims for bodily injury, loss, damage and/or liability by timely submitting their claims to RPS Bollinger, the insurance administrator for US Lacrosse, who will forward the claim to US Lacrosse's insurance carrier.

As used in this Dispute and Mandatory Arbitration Agreement ("Arbitration Agreement"), the terms "Claim" or "Claims" mean any claim, dispute, or controversy You or a member of Your family may have against US Lacrosse, US Lacrosse members, leagues, teams, host organizations, contractors, and/or sponsors of recognized or sponsored events, together with their respective affiliates, employees, agents, officers and directors, volunteers, coach officials, referees and/or umpires (each of whom or which is referred to as a "USL Party" or "USL Parties"), arising from or related to US Lacrosse activities and/or a US Lacrosse recognized or sanctioned event. As used in this Arbitration Agreement, "You" or "Your" refers to the participant electing membership with US Lacrosse, and, in the case of a parent or guardian acting on behalf of a participant who is not yet 18 years old, the parent or guardian on his or her own behalf and on behalf of the minor participant.

In the event the insurance carrier is unable to resolve a claim to Your satisfaction, this section explains how Claims are to be resolved. Except for Claims that can be brought in small-claims court, all other Claims are subject to mandatory arbitration. As US Lacrosse is a non-profit, largely volunteer-based organization, these claims resolution provisions have been implemented in order to both maintain the financial well-being of US Lacrosse and its membership as a whole and to serve the reasonable rights of all Lacrosse members to seek redress if necessary.

**Notice of Claim** – Before asserting any Claim, You agree to send a timely written notice to the US Lacrosse Claims Administrator, RPS Bollinger, and to each and every other USL Party that is a party and/or respondent to such Claim, in order to see if the Claim can be resolved informally in conjunction with the insurance carrier. RPS Bollinger can provide a form written notice to You upon request. The written Claim notice must describe the Claim and state the specific relief You demand. You must wait at least 30 days from the date You sent a Claim notice before pursuing mediation, arbitration, or small claims court.

**Mediation** – After 30 days from the date You send a Claim notice, any party may submit the Claim for mediation to the Judicial Arbitration & Mediation Services Inc. ("JAMS") (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org). In a mediation, a neutral mediator helps parties resolve their dispute. The mediator does not decide the Claim, but helps the parties reach an agreement. For any mediation in which US Lacrosse is a proper party, US Lacrosse will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation against US Lacrosse will be tolled from the date a Claim is submitted to mediation until termination of the mediation. Either the claimant or respondent may terminate the mediation at any time by giving written notice of termination to the other parties and to the mediator. The submission or failure to submit a Claim to mediation is not a prerequisite to the right of any party to proceed to arbitration.

**Mandatory Arbitration** – Unless resolved informally or through mediation, all Claims against US Lacrosse must be resolved by mandatory arbitration, subject to an exception for small claims

as specified below and, if other USL Parties are involved and US Lacrosse is not involved, based on the election of the other USL Parties. In all instances, arbitration will be conducted individually and not on a class, private attorney general, collective or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class, private attorney general, collective or representative basis. No arbitration proceeding will be consolidated with any other arbitration proceeding without the consent of all parties. This arbitration provision applies to and includes any Claims made and any remedies any party may seek to assert through any individual, class action, private attorney general action, collective action or other representative action. By consenting to submit Claims to arbitration, You, Your family member(s), and US Lacrosse forfeit the right to bring an action in court and/or share in any class action, private attorney general, collective or representative action awards, including claims where a class has not yet been certified or the right to proceed on a class, collective, private attorney general, or representative basis has not been determined, even if the facts and circumstances upon which the Claims are based already occurred or existed.

As an exception to arbitration, You and US Lacrosse retain the right but not the obligation to pursue in small claims court any Claim that is within that court's jurisdiction and proceed on an individual basis only in that court.

#### *Initiation of Arbitration:*

The party filing a Claim in arbitration must select the American Arbitration Association ("AAA"). The AAA may be contacted at the toll-free number 800-778-7879, by mail at 335 Madison Avenue, Floor 10, New York, New York 10017, or through the following website: <http://www.adr.org>. If AAA is unable to arbitrate the Claim, the parties agree to select arbitration in the state of the claimant's residence using attorneys, retired judges, or arbitrators registered in good standing with a recognized arbitration association. Arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, unless any portion of those rules, codes, or procedures is inconsistent with any specific terms of this Arbitration Agreement, in which case the terms of this agreement shall govern. The AAA Consumer Arbitration Rules may limit the amount of discovery available. Rules and forms may be obtained from the AAA.

#### *Arbitration Procedures:*

For any dispute in which the matter in controversy exceeds \$100,000 (exclusive of any claim for interest, cost, attorneys' fees or any type of asserted claim for enhanced damages), the dispute shall be heard and determined by three arbitrators. In all other disputes, only one arbitrator shall be appointed. The Arbitration shall be held in the state of the claimant's residence unless the parties mutually agree otherwise, including to adjudication based on written submissions or through telephonic hearing. The arbitrator(s) will apply applicable substantive law, including but not limited to the applicable statute of limitations, and will honor claims of privilege recognized at law. The arbitrator(s) will have the power to award to a party any damages permitted under this agreement and under applicable law. The arbitrator(s) shall apply the substantive law of the state of the claimant's residence without regard to that state's choice-of-law principles. This Arbitration Agreement involves interstate commerce and is made pursuant to the Federal Arbitration Act, 9 U.S.C. sections 1-16 (the "FAA").

Any challenge to the enforceability of this Arbitration Agreement's waiver of the member's ability to participate in or pursue a class, private attorney general, collective or representative action or arbitration shall be decided by a court and not an arbitrator, and shall be brought only in the United States District Court for the District of Maryland, or in any court within the Maryland state court system.

*Payment of Arbitration Fees and Costs:*

Where US Lacrosse is properly named as a party, US Lacrosse will advance your portion of the expenses of the arbitration itself, including the filing, administrative, hearing, and arbitrator's fees ("Arbitration Fees"). Where US Lacrosse is not properly named as a party but other USL Parties are properly named, they agree to advance such expenses as a condition of demanding arbitration. Each party shall bear his or her own attorneys' fees and expenses, including but not limited to witness and expert witness fees. Each party shall bear his or her own costs of any appeal or action to enforce, confirm or invalidate any arbitration determination. If the arbitrator(s) render(s) a decision in Your favor resolving the dispute, and the arbitration award equals or exceeds \$100,000, then You shall reimburse US Lacrosse for the portion of the Arbitration Fees that it advanced on Your behalf, unless the arbitration award provides differently. If the arbitration decision is not in Your favor, or is less than \$100,000, no reimbursement is required.

The arbitrator(s) shall be permitted to order any and all forms of individual relief available under applicable law, including damages, equitable, and injunctive relief, to the extent consistent with all other provisions of this Arbitration Agreement. This provision is not intended to supersede or supplant the limitations on liability in the Membership Application & Renewal Agreement, which remain in full force and effect notwithstanding this Arbitration Agreement.

*Continuation:*

This Arbitration Agreement shall survive the termination of US Lacrosse membership. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions; except that in the event that the waiver of class action rights is deemed invalid or unenforceable, any Claim seeking relief on a class, private attorney general, collective or representative basis must be brought in a court of proper jurisdiction and not in arbitration.

**Insurance Administrator**

RPS Bollinger is the insurance administrator for US Lacrosse.

**You may contact RPS Bollinger at:** General Phone: 1-800-446-5311, press "5" for Lacrosse.  
Fax: 1-973-921-8474

**General Email:** [LaxInfo@RPSins.com](mailto:LaxInfo@RPSins.com)

**Website:** [www.RPSBollinger.com](http://www.RPSBollinger.com)

*Please note that you will be leaving the US Lacrosse web site to access some of the insurance services offered by RPS Bollinger.*