

USA CHEER GRIEVANCE AND DISPUTE RESOLUTION POLICY

This Grievance and Dispute Resolution Policy (“Policy”) addresses procedures for Disciplinary Actions and Temporary Measures matters initiated by USA Cheer. This Policy also addresses the resolution and hearing process for Opportunity to Participate matters brought by USA Cheer members. Lastly, in Article VIII, this Policy sets out the dispute resolution process, including arbitration, for disputes between USA Cheer members and USA Cheer.

This Policy does not address, among other things, how to report violations of USA Cheer’s Athlete Protection Code. For more information on how to report an Athlete Protection Code violation, please click here: <https://usacheer.org/athlete-protection/>.

ARTICLE I. DEFINITIONS/ADMINISTRATION OF MATTERS

Section 1. Types of Matters.

- A. USA Cheer may administer the following types of matters pursuant to this Policy:
- i. Opportunity to Participate Matters. Any complaint against USA Cheer by a member athlete, coach, trainer, manager, administrator, or official alleging denial by USA Cheer, of that athlete, coach, trainer, manager, administrator, or official’s opportunity to participate in the ICU World Championships.
 - ii. Disciplinary Actions. A matter involving an alleged violation of one or more of USA Cheer’s Bylaws, rules, policies, or procedures, brought by USA Cheer against a member, if the proposed sanction would restrict, revoke, or permanently bar membership in USA Cheer.
 - iii. Temporary Measures. Any matter where USA Cheer seeks to limit a member’s opportunity to participate in USA Cheer-sanctioned competition on an interim basis pending the resolution of a Disciplinary Action.
- B. Complaints in each type of matter must be filed pursuant to the specific procedures set forth below.

Section 2. Definitions.

- A. Claimant. The individual or entity bringing a complaint. In Opportunity to Participate matters, the Claimant is the member bringing the complaint. In Disciplinary Actions and Temporary Measures matters, the Claimant is USA Cheer.
- B. Respondent. The individual or entity responding to a complaint. In Opportunity to Participate matters, the Respondent is USA Cheer. In Disciplinary Actions and Temporary Measures matters, the Respondent is a USA Cheer member.

ARTICLE II. GENERAL HEARING PROCEDURES

Section 1. Initiation.

- A. Hearing procedures in Opportunity to Participate matters are initiated when the Claimant properly files a complaint as described in Article III, below. For these matters, the date of proper filing shall be the date of “Initiation.”
- B. Hearing procedures in a Disciplinary Action or Temporary Measures matter are initiated when a Respondent timely requests a hearing as described in Articles IV and V, below. For these matters, the date of the Respondent’s timely request for a hearing shall be the date of “Initiation.”

Section 2. Hearing Panel Appointment.

- A. Upon USA Cheer’s receipt of a properly filed complaint in an Opportunity to Participate matter, or upon USA Cheer’s receipt of a timely request for a hearing in a Disciplinary Action or Temporary Measures matter, the Executive Director and/or President (or their designee) shall:
 - i. appoint a panel of three (3) disinterested and impartial individuals, at least one of whom shall be an athlete representative , to hear the matter (the “Hearing Panel”); and
 - ii. name one of the individuals on the Hearing Panel (each, a “Panelist”) as Chair of the Hearing Panel (the “Chair”).
- B. If a Panelist is disqualified or becomes unable to serve in a matter, the Executive Director and/or President (or their designee) shall replace the Panelist with another disinterested and impartial individual.

Section 3. Possible Dismissal of Complaint.

If the Respondent contends that the Hearing Panel lacks jurisdiction over the matter, that there is some other procedural or jurisdictional defect that would preclude a hearing on the merits, or that the grievance fails to state a claim upon which relief can be granted or is otherwise legally deficient, it may move to dismiss the Complaint. Such motion to dismiss shall set forth the grounds for dismissal and must be filed within fifteen (15) days after the date of Initiation. The Claimant will be given the opportunity to file a response in opposition to the Respondent’s motion to dismiss, and the Respondent will be given the opportunity to file a reply. The Hearing Panel will determine whether to have oral argument on the motion to dismiss.

Section 4. Answer.

If no motion to dismiss is filed, the Respondent will file an answer to the allegations within fifteen (15) days after the date of Initiation. If the Hearing Panel finds against the Respondent with respect to its motion to dismiss, the Respondent will file an answer to the Complaint within fifteen (15) days after the Hearing Panel issues its decision on the motion to dismiss. If no answer is filed within the stated time, the Respondent will be deemed to have denied the allegations.

Section 5. Exchange of Exhibits, Witness Lists, Prehearing Briefs.

The Hearing Panel shall set the deadlines for exchanging witness lists and exhibits to be presented at the hearing, as well as any prehearing briefs.

Section 6. Time and Place of Hearing.

The Hearing Panel will select the time and place for the hearing, consistent with the need to efficiently resolve the matter and to provide the parties with adequate time to prepare.

Section 7. Time Periods.

- A. The Hearing Panel may shorten all time periods as it deems necessary and appropriate to render a decision promptly under the circumstance and taking into consideration any related deadline(s), forthcoming competition(s), or event(s).
- B. In the event the Hearing Panel determines there is good cause to expedite the proceedings, or where the hearing is a Temporary Measures matter, the Hearing Panel is authorized to hear and decide the matter according to such procedures as are necessary but fair to the parties involved.
- C. The Hearing Panel may also extend all time periods for good cause and as it deems necessary and appropriate.
- D. If the Hearing Panel has not yet been appointed, USA Cheer may shorten or extend all time periods pursuant to this subsection (A).
- E. In computing any period of time, the last day of the period so computed will be included, unless it is a Saturday, Sunday, or federal holiday, in which event the period runs until the end of the next business day.

Section 8. Manner of Hearing.

If the matter is not resolved prior, a real-time hearing will be conducted at a time and place that all parties are able to attend. Hearings shall be held by telephone, video conference, or other similar electronic means whereby all parties participating may hear each other during the hearing. The Chair will communicate information about the hearing schedule to all parties.

Section 9. Right to a Representative.

Every party has the right to be represented by an attorney or other representative of their choosing in any proceeding under this Policy. However, each party shall pay its own legal and/or representation fees in all proceedings under this Policy. No Hearing Panel shall have the authority to award attorneys' fees as part of any remedy.

Section 10. Recording the Hearing.

- A. Notice of Stenographer. Any party desiring a stenographic record of all or a portion of the hearing must notify the other parties and the Hearing Panel of the request at least three (3) days in advance of the start of the hearing. The transcript will be provided to the Hearing Panel upon the Hearing Panel's request and made available to the other parties by a date and time determined by the Hearing Panel, with the costs of the stenographer and transcription to be borne by the requesting party, unless both parties request a stenographic record be made, then the costs will be divided equally between the parties.
- B. Notice to Record Proceeding. A party desiring that the hearing be recorded through the application or software that is being utilized for the hearing shall notify the other parties and the Hearing Panel at least three (3) days in advance of the start of the hearing. The recording will be provided to the Hearing Panel upon the Hearing Panel's request and made available to the other parties by a date and time determined by the Hearing Panel with the costs of the recording, if any, to be borne by the requesting party, unless both parties request a recording be made, then the costs will be divided equally between the parties.
- C. No Other Recording. No party may record the proceedings except pursuant to subsections (A) and (B), above, unless permitted by the Hearing Panel.

Section 11. Burden of Proof.

In the conduct of a hearing, the burden of proof shall be upon the Claimant to prove their allegations by a preponderance of the evidence.

Section 12. Decision of the Panel.

- A. Decisions on the merits of the matter and the form of remedies, including the nature and extent of discipline, shall be determined by a majority vote of the Hearing Panel. The Hearing Panel shall report its decision on the merits in writing within thirty (30) days of the conclusion of the hearing; provided, however, that if necessary due to time constraints, the Hearing Panel may render its decision orally or in writing without reasoning, to be followed by a written reasoned decision.
- B. The decision shall be sent to the parties and the Executive Director and/or President (or their designee).

Section 13. Informal Resolution/Mediation.

For all matters under this Policy, USA Cheer may attempt to informally resolve the dispute at any time. An informal resolution will be in writing and will be considered a final disposition of the matter.

ARTICLE III. OPPORTUNITY TO PARTICIPATE MATTERS

Section 1. Complaint.

- A. For Opportunity to Participate matters, the Claimant shall use USA Cheer's Complaint Form to file a complaint, which can be accessed at <https://usacheer.org/OpportunityToParticipate>. The Claimant is responsible for ensuring that the required information is included. The Complaint Form may designate specific information that is required, in addition to the information required in subsection (B), below.
- B. The complaint must include:
 - i. The full name and identifying membership information of the Claimant;
 - ii. The complaint will outline in clear and concise language:
 - a. the alleged grounds of violation or noncompliance;
 - b. the USA Cheer Bylaw, rule, policy, or procedure, or USOPC Bylaws requirements for RSOs, alleged to have been violated;
 - c. a list of individuals Claimant believes may be adversely affected by the outcome of the proceeding; and
 - d. the remedy requested.
 - iii. The Claimant will sign the complaint and provide their current contact information on the form, including a preferred email address.
- C. The Claimant shall have the option to submit, with the complaint, supporting documentation for the allegation(s) in the complaint.
- D. In Opportunity to Participate Matters, the Claimant shall submit a list of individuals they believe may be adversely affected by the outcome of the proceeding.

Section 2. Filing.

- A. Complaints must be submitted in writing to USA Cheer's Executive Director and/or President (or their designee) at: lharris@usacheer.org.
- B. The Claimant must pay a \$300 filing fee by check addressed to USA Cheer at 13101 Preston Rd Ste #110-3068 Dallas, TX, 75240.

Section 3. Affected Parties.

- A. In Opportunity to Participate Matters, within seven (7) days of Initiation, USA Cheer shall submit a list of individuals it believes may be adversely affected by the outcome of the proceeding.
- B. The Hearing Panel has the ultimate authority to determine which individuals will be included in the pool of affected parties, and affected parties will be notified of the proceeding, along with a copy of the complaint and supporting documents.
- C. Any individual identified as an affected party and so notified of the complaint will have the option to participate in the proceeding as a party. If an individual is notified of the complaint, then that individual will be bound by the decision of the Hearing Panel regardless of whether the individual chooses to participate.

Section 4. Statute of Limitations.

All Opportunity to Participate complaints must be filed within one hundred eighty (180) days of the alleged date of denial, and the competition that is the subject of the dispute must still be upcoming.

ARTICLE IV. DISCIPLINARY ACTIONS

Section 1. Alleged Violation(s).

- A. Scope. This Section 1 applies to actions brought by USA Cheer alleging violations of USA Cheer's Bylaws, rules, policies, or procedures.
- B. Initial Review. If USA Cheer is alerted, or determines on its own initiative, that a member may have violated USA Cheer's Bylaws, rules, policies, or procedures, then it may gather such information and/or conduct an investigation as may be relevant to determine whether a violation occurred.
- C. Determination. After conducting the initial review and any subsequent information gathering or investigation, USA Cheer shall make a determination whether a violation has occurred.
- D. Notice. If USA Cheer determines that a violation occurred, it shall send notice of its determination to the member. The notice shall describe the allegations (including the alleged violation(s)), the proposed sanctions to be imposed, and the opportunity to request a hearing (if applicable under subsection (E), below). If the proposed sanctions are not subject to dispute under subsection (E), below, then such sanctions shall take effect immediately, unless otherwise stated in the notice.
- E. Dispute of Determination. If the proposed sanctions would suspend or limit the member's (Respondent's) opportunity to participate in USA Cheer-sanctioned competition or in the activities or affairs of USA Cheer, then the Respondent shall have ten (10) days from the date of the notice under subsection (D), above, to submit a written request for a hearing to dispute the alleged violation(s). In the alternative, the Respondent may request a hearing

solely on the issue of sanctions, in which case the Respondent will be deemed to have admitted to the alleged violation(s). If the Respondent fails to request a hearing by the deadline, the alleged violation(s) shall be deemed accepted and the proposed sanctions shall take effect.

Section 2. Hearing.

- A. If the Respondent requests a hearing pursuant to Section 1(E), above, USA Cheer shall refer the matter for a hearing pursuant to Article II.

Section 3. Penalties Imposed by Other Entities; Abeyance.

- A. Penalties Imposed by Other Entities. USA Cheer shall honor the sanction(s), suspension(s), or other disciplinary action(s) imposed on any USA Cheer member by the International Cheer Union (“ICU”), the USOPC, the U.S. Center for Safe Sport, USADA, and/or WADA.
- B. Abeyance. USA Cheer may, where appropriate, hold in abeyance a Disciplinary Matter proceeding pending a proceeding before the ICU, the USOPC, the U.S. Center for Safe Sport, USADA, and/or WADA. USA Cheer may hold in abeyance a Disciplinary Matter proceeding if requested in writing to do so by law enforcement. USA Cheer may also hold in abeyance a Disciplinary Matter proceeding pending a proceeding on the same or overlapping matters pending the review, investigation, and resolution of such matters by another entity having jurisdiction over the Respondent.

ARTICLE V. TEMPORARY MEASURES

Section 1. Temporary Measures.

- A. In the case of Disciplinary Actions pending final resolution, USA Cheer may impose temporary measures on the individual accused of violations to ensure the safety or well-being of others, or for the good of the sport of cheer, including but not limited to, provisional suspension of membership or a USA Cheer license.

Section 2. Provisional Appeal.

- A. If the temporary measures include suspension of Respondent’s USA Cheer membership, then within seventy-two (72) hours of notice of the imposition of such measures, the Respondent may request a provisional hearing.
- B. If the Respondent timely requests a provisional hearing pursuant to Section 2(A), above, USA Cheer shall refer the matter for a provisional hearing pursuant to Article II. The provisional hearing may be treated as an expedited procedure under Article II, Section 7(B).

Section 3. Standard of Review.

The provisional hearing is not a full hearing on the merits, and the allegations of misconduct by Respondent will be accepted as true for purposes of the provisional hearing. The sole issue before the Hearing Panel is whether there is reasonable cause to impose the temporary measures.

ARTICLE VI. EXCLUSIONS

The following decisions and proceedings shall not be reviewable through, or the subject of, this Policy:

- A. Anti-Doping Violations. A decision concerning an anti-doping rule violation adjudicated by USADA, WADA, or the ICU.
- B. U.S. Center for SafeSport Decisions. A decision concerning a Safe Sport violation adjudicated by the U.S. Center for SafeSport.
- C. Field of Play Decisions. Claims by a member of error in the interpretation or application of the STUNT rules at a USA Cheer-sanctioned event.
- D. Board of Directors Decisions. Claims concerning specific action(s) or inaction(s) by the Board of Directors in the direction or management of USA Cheer are not subject to Articles I-VI and VII, but must be addressed through Article VIII.
- E. Background Check Appeals. A decision denying an individual's application for USA Cheer membership based on the results of a background check will be resolved in accordance with USA Cheer's Background Check Policy. Any claim related to such denial is not subject to Articles I-VI and VII, but must be addressed through Article VIII.

ARTICLE VII. OTHER MATTERS

Section 1. No Retaliation.

Neither USA Cheer nor any USA Cheer member, employee, coach, referee/official, officer, board member, or any other individual affiliated with USA Cheer shall retaliate against an individual for filing a complaint or making a report under this Policy, or for participating in a proceeding under this Policy, in good faith.

Section 2. Questions.

Any questions about this Policy from USA Cheer members can be sent to info@usacheer.org.

ARTICLE VIII. DISPUTE RESOLUTION

Section 1. Dispute Resolution.

As a condition of membership in USA Cheer, and in consideration thereof, each member agrees that the following procedure shall be the exclusive remedy and avenue of recourse for the assertion or prosecution of any Claim as hereafter defined.

Section 2. Definition of Claim.

As used herein the word “Claim” shall mean any assertion of right, assertion of deprivation of right, assertion of violation of right, dispute, controversy or disagreement, of whatever kind or nature whatsoever, and regardless of upon what legal or equitable theory based (including the alleged violation of the antitrust laws or the securities laws of the United States or of any State, Territory or District thereof), arising out of or in any way related to the membership of the person making such Claim, made by a Member, or his, her or its heirs, personal representatives, successors or assigns, against USA Cheer, or any USA Cheer director, officer or employee, including, but not limited to, assertions of right, assertions of deprivations of right, assertions of violation of right, disputes, controversies or disagreements arising out of, related to, concerning or in any way involving: (i) alleged errors or omissions of any USA Cheer director, officer or employee; (ii) corporate governance issues or matters; (iii) alleged misfeasance or malfeasance in the conduct of the management of USA Cheer; (iv) alleged breach of fiduciary duty, breach of contractual duty, negligent conduct, willful wrongdoing or other wrongful conduct by USA Cheer or any USA Cheer director, officer or employee; (v) the fiduciary duties of USA Cheer directors, officers or employees and/or USA Cheer’s members, agents, contractors or other constituencies; (vi) the validity or enforceability of any provision of USA Cheer’s Articles of Incorporation, Bylaws, rules, policies, or procedures, or any amendment or purported amendment thereof; (vii) the enforcement, interpretation or application of any provision of USA Cheer’s Articles of Incorporation, Bylaws, rules, policies, or procedures; and (viii) alleged violation of the antitrust laws of the United States or of any State, Territory or District thereof. The word Claim does not include any matter that is properly the subject of a grievance under Article I of this Policy.

Section 3. No Institution of Court Proceedings.

No member, or his, her or its heirs, personal representatives, successors or assigns, may institute any action asserting or in any way involving a Claim in any court or agency of the United States, any court or agency of any State, Territory or District of the United States, or in any court, agency or other adjudicative body of any foreign jurisdiction, other than proceedings brought in the federal or state courts located in Dallas, Texas, to enforce or set aside an arbitration award entered under this Policy.

Section 4. Initiation of Claim.

Any person wishing to assert a Claim shall file a written Notice of Claim with the Executive Director and/or President. To be effective, the Notice of Claim must be filed

with the Executive Director and/or President within six months of the later of (i) the date on which the conduct or event giving rise to the Claim occurred or (ii) the date on which the person making the Claim knew or, in the exercise of reasonable diligence, should have known of the occurrence of the conduct or event giving rise to the Claim. In no event may a Claim be brought more than one year after the occurrence of the conduct or event giving rise to the Claim. Failure to bring a Claim within the time prescribed herein shall operate as a conclusive bar to its assertion. The Notice of Claim shall set forth the nature and basis of the Claim and identify all persons or entities against which or whom it is made and all persons having knowledge of the facts and circumstances underlying the Claim.

Section 5. Good Faith Efforts to Resolve Claim Informally.

Within 10 business days of receipt of a Claim, the Executive Director and/or President shall convene a meeting of the person(s) making the Claim and the person(s) against whom it is made. At that meeting the persons involved shall endeavor in good faith to resolve the Claim. If the Executive Director and/or President is either making the Claim or is a party against whom the Claim is made, the Executive Director and/or President's function hereunder will be performed by the Chair of the Board of Directors or some other independent director designated by the Chair.

Section 6. Mediation.

If the parties to the Claim are unable to resolve it informally within 30 days of the initial submission of the Claim, any person making the Claim may demand that the Claim be submitted to mediation before a professional mediator to be mutually agreed upon. Such demand shall be made in writing delivered to all persons involved in the Claim and the Executive Director and/or President. If the parties are unable to agree upon a mediator, either may request the Judicial Arbitrator Group to appoint a mediator from its membership panel in accordance with its normal practices and procedures for doing so. The parties shall share the cost of the mediator equally. Submission of a Claim to mediation is a prerequisite to submission of the Claim to arbitration under the following Section 6.

Section 7. Arbitration.

If the parties are unable to resolve a Claim through mediation within thirty (30) days after the matter is submitted to mediation, any party may submit the Claim to binding arbitration by providing written notice to the other party and the Organization.

Any demand for arbitration must be submitted within one hundred eighty (180) days following the final decision issued under these Grievance Procedures or, if no final decision is issued, within one hundred eighty (180) days following the initial submission of the Claim to the Executive Director and/or President. Failure to submit a timely demand for arbitration shall constitute a waiver of the Claim to the fullest extent permitted by law.

The parties shall make good-faith efforts to agree upon the arbitration administrator, arbitrator(s), location, format, and applicable procedures. If the parties are unable to reach

agreement, the arbitration shall proceed under procedures reasonably established by the Organization or, if the Organization is a party to the dispute, under procedures agreed upon by the parties or determined by the arbitrator(s).

The arbitration shall be conducted before a neutral and independent arbitrator or panel of arbitrators. The arbitrator(s) shall have authority to resolve all procedural and substantive issues arising from the Claim and shall issue a written decision. The decision shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

Unless otherwise determined by the arbitrator(s), the parties shall share equally in the administrative costs of the arbitration and shall bear their own attorneys' fees and expenses. The arbitrator(s) may allocate fees, costs, and expenses, including reasonable attorneys' fees, as permitted by law and as equity may require.

The arbitration shall be governed by the Federal Arbitration Act to the extent applicable and otherwise by applicable law.

Section 8. Merger, Bar, Claim Preclusion, Collateral Estoppel and Stare Decisis.

In any arbitration conducted pursuant to Section 7, above, the Arbitrator shall accord the award or awards of any prior arbitrations conducted pursuant to Section 7 the same merger, bar, claim preclusion and collateral estoppel effects as a final judgment entered by a United States District Court under federal law. Failure to do so shall be a ground for overturning or refusing to enforce the award—the provisions of the Arbitration rules, the Federal Arbitration Act and/or the Colorado Arbitration Act to the contrary notwithstanding. In addition, the Arbitrator shall accord awards in prior arbitrations the same stare decisis effects as that accorded to decisions of the United States Supreme Court and the United States Circuit Courts of Appeal under federal law. Failure to properly apply prior awards for purposes of stare decisis shall not, however, be a ground for overturning or refusing to enforce an award. Any attempt to arbitrate claims, positions, facts or mixed questions of law and fact barred by the doctrines of merger, bar, claim preclusion and/or collateral estoppel as applied to all prior arbitration awards shall be deemed to lack substantial justification in law or fact for purposes of awarding attorneys' fees and costs under Section 7.

Section 9. Exclusive Remedy.

Each USA Cheer member agrees that the dispute resolution procedures set forth in this Article VII shall be the sole and exclusive remedy and procedure for resolving Claims, and agrees that in any litigation instituted in violation of Section 3, the party instituting such litigation shall be liable to the other party for all expenses incurred in securing the stay or dismissal of such litigation, including, but not limited to, court costs, attorneys' fees, reasonable compensation, if applicable, for time spent by USA Cheer officers and employees in securing such stay or dismissal, including court appearances, and travel expenses.

Section 10. Suit to Compel Arbitration or Enforce or Set Aside Award.

Any suit to compel arbitration or to enforce or set aside an arbitration award hereunder shall be brought in the state or federal courts of Dallas, Texas. In any such suit, the Federal Arbitration Act and federal law shall govern the issue of the proper scope of judicial review of the arbitration award. The prevailing party in any suit brought to enforce or set aside an arbitration award entered pursuant to Section 7 shall be entitled to recover the fees, costs and expenses incurred by that party in prosecuting or defending such suit that are listed in Section 9.

Section 11. Class, Derivative and Other Representative Claims.

No USA Cheer member, or his, her or its heirs, personal representatives, successors or assigns, may assert any Claim hereunder on behalf of any other USA Cheer member, or his, her or its heirs, personal representatives, successors or assigns, whether asserted as a class action, as a derivative action or in some other purported representative capacity, it being the intent of this rule that no such representative actions may be asserted hereunder. In the event this preclusion of representative claims is held unenforceable by any court, arbitrator, arbitration panel or other body, however, then and in that event only, the word Claim shall be interpreted to include all claims purporting to be asserted on behalf of other USA Cheer members, or their heirs, personal representatives, successors or assigns. In such circumstance, but in such circumstance only, the Arbitrator shall have the same authority as the District Courts of the United States to certify a class or derivative action class. Federal Rules of Civil Procedure 23 and 23.1, as appropriate, and as interpreted by the Courts of the United States, shall apply to all class or derivative class action issues. Each USA Cheer member included in a class certified by any Arbitrator hereunder agrees to be bound by the award to the same extent that class members in a class certified by a United States District Court would be bound by a judgment in such action.

Section 12. Governing Law.

In so far as state law supplies the rule of decision in any arbitration conducted under Section 7, Texas law, exclusive of its conflict of law rules, shall apply.

Section 13. Exhaustion of Remedies.

No USA Cheer member may invoke the aid of the courts in the United States without first exhausting all available remedies within USA Cheer, including, but not limited to, the procedures set forth in this Policy, and then only in the event the mandatory arbitration provisions set forth in these Bylaws are held unenforceable. For any violation of this rule, including an unsuccessful challenge to said grievance and arbitration provisions, the offending party shall be subject to the sanctions of suspension and fines, and shall be liable to USA Cheer for all expenses incurred by USA Cheers and its officers and employees in defending each court action, including, but not limited to, court costs, attorneys' fees, reasonable compensation for time spent by USA Cheer officers and employees in responding to and defending against allegations in the action, including responses to discovery and court appearances, and travel expenses.

Section 14. Forum Selection in Case of Litigation.

If the mandatory arbitration provisions set forth herein are held unenforceable, a USA Cheer member, after exhausting all remedies available within USA Cheer, must file any suit or other action against USA Cheer in an appropriate court located in Dallas, Texas, and such suit or action shall be governed by the laws of the State of Texas. This provision is intended also to apply to a former USA Cheer member or member applicant who files a suit or action against USA Cheer and whose claim arose while such former USA Cheer member or member applicant was a USA Cheer member or member applicant of USA Cheer.

Section 15. Application.

This Article VIII is intended also to apply to a former USA Cheer member or member applicant who files a suit or action against USA Cheer and whose claim arose while such former USA Cheer member or member applicant was a USA Cheer member or member applicant of USA Cheer.