

ANNUAL ACTIVITY MEMORANDUM OF AGREEMENT – TIER 3

This Memorandum of Agreement (MOA), dated as of the later date of execution of the parties as set forth below (the “effective date”), is by and between Broad Run Crew Inc. (*state name of Parent Association*), (hereinafter referred to as “Broad Run Crew”) and the Loudoun County School Board acting through its principal for Broad Run High School (*state the name of the school*), a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “BRHS”).

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term: This annual MOA is for a one year period and is for the following activity Season: 2018-2019 school year.
2. Broad Run Crew is a non-profit, non-stock corporation organized under the laws of Virginia.
3. If a 501(c)(3) tax exempt status Letter of Determination has been issued by the Internal Revenue Service (IRS), attach it to this MOA. Broad Run Crew represents that the Letter of Determination (or pending application) is in good standing and has not been revoked. If the Letter of Determination is five or more years old, then Broad Run Crew shall request a Letter of Affirmation from the IRS affirming the continued validity of the tax-exempt status.
4. The Broad Run High School and School Board policies, regulations, the Student Rights and Responsibilities Handbook, the LCPS Athletic Handbook, and the LCPS Training Rules are incorporated herein as if fully re-written.
5. Broad Run Crew will be responsible for its own internal operations including tax Exempt status and legal matters and will obtain its own tax and legal advice.
6. Broad Run Crew will defend, hold harmless and indemnify the Loudoun County School Board, its members, officers, employees and agents for any and all loss, damage, liability (including tax or tort liability), claims, or other loss whatsoever arising out of the actions or omissions of the team, its members, or Parent Association except as specifically stated in this Regulation.
7. If reasonably available in the school, the school will provide space for the storage of equipment, uniforms, and supplies.
8. If reasonably available, the school will provide its gym, weight room, fields, athletic locker rooms and meeting spaces for use by the team and coaches as scheduled with the Athletic Director.

9. The team will be authorized to use the school's name, logo, and mascot.
10. The principal and the coaches will ensure that only proper, appropriate and safe equipment is used.
11. Proof of customary and reasonable health insurance coverage must be provided prior to the first try-outs or physical conditioning for each student.
12. Supervision: The principal will exercise supervisory control over the coaches and the activity. The principal will be responsible for the operation of the athletic activity through the athletic director who will assist with the selection of the coach who will serve at the pleasure of the principal. Coaching positions may be voluntary to the extent permitted by applicable league rules and in the discretion of the principal who is ultimately responsible for the program. LCPS background checks will be required of all coaches if not already accomplished. This cost for stipends (if any) and background checks will be borne by Broad Run Crew.
13. Duties: The principal's duties will include, but are not limited to, ensuring applicable league rules, School Board policies, Student Rights and Responsibilities Handbook, LCPS Athletic Handbook and Training Rules and Regulations and all laws are followed; ensuring coaches training, selecting officials, maintaining sportsmanship and safety, scheduling contests with other schools, making student eligibility determinations, and so on.
14. Student Athletic Fees: Student athletic fees listed in Policy and Regulations 4-2 (Student Fees and Charges) are not applicable to Tier 3 activities.
15. Broad Run Crew will assist with and support efforts to maintain good sportsmanship by athletes, coaches, parents, and fans at all times.
16. Broad Run Crew will be responsible for all costs associated with the activity, including, but not limited to, proper and safe equipment, uniforms, officials and coaches stipends, transportation, and supplies. Neither Broad Run High School, nor the School Board will have any responsibility for any of the costs. Broad Run High School will not advance costs for any reason.
17. Catastrophic Insurance: League-available catastrophic insurance coverage (also referred to as general liability insurance) will be provided by Broad Run Crew through US Rowing as part of its membership costs listing Loudoun County School Board as an additional insured as well as Catastrophic medical insurance through Virginia Scholastic Rowing Association (VASRA).
18. League Fees: Applicable league fees will be paid by Broad Run Crew each year.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this MOA each on the date and year set forth below.

BROAD RUN CREW INC.
By: [Signature]
Print Name: Ngoc-Hoa Nguyen
Title: Broad Run Crew, President
Date: 8/21/2018

BROAD RUN HIGH SCHOOL
By: [Signature]
Print Name: David A. Spagnoli
Title: Principal
Date: 8/16/18