

2023-2024 REPRESENTED SCHOOL AGREEMENT

Type in the shaded boxes below.

Signature lines can be electronic signatures.

SUBMIT signed form to: admins@oisran.org

Regular mail: OISRAN Administrative Services 63676 High Standard Dr. Bend, OR 97001

Name of School: _____

School Address (Street): _____

(City/State/Zip): _____

School District: _____

I authorize students to participate in the name of the school in OISRAN sanctioned activities, which are approved interscholastic activities, and agree to the terms attached to this Agreement. The OISRAN provides indemnification to OISRAN coaches, volunteers, and racers.

Name of Principal, Athletic Director or Activities Director – and school position (PRINTED OR TYPED):

Signature of school authority named above:

Date: _____

Contact Information for school authority named above:

Phone: _____ Email: _____

Name of Designated Head Coach (PRINTED OR TYPED):

Phone: _____ Email: _____

Signature of Designated Head Coach: _____ Date: _____

As designated head coach, I take full responsibility for following OISRAN rules. OISRAN rules include but are not limited to: OISRAN Bylaws, Policies, and Race Rules.

TERMS on Pages 2-3

TERMS

1. This Agreement is effective from the date signed by the school authority until the end of March 2024 and it must be renewed each year.
2. As used in this Agreement, Approved Interscholastic Activity means that the school will treat the OISRAN team as an official athletic team of the school, except that the school shall only be responsible to provide three or more of the following types of funding, and/or services, and/or or supervision:
 - a. Employs or provides a coach for the OISRAN team who is a staff person at the school;
 - b. Provides insurance for coach activities;
 - c. Provides coach training;
 - d. Allows OISRAN team to use school facilities at no cost to the program;
 - e. Allows OISRAN team to use a school student body account;
 - f. Allows OISRAN team to use school registration program for school athletics;
 - g. Provides criminal background checks on coaches and volunteers in the program;
 - h. Provides a school sponsored advisor;
 - i. Allows OISRAN team to post and advertise team meetings;
 - j. Allows OISRAN team student athletes to earn varsity letters;
 - k. Coordinates approved student athlete dismissal from class to participate in OISRAN team activities;
 - l. Maintains OISRAN team student athlete records of required school physicals;
 - m. Allows use of school buses for transportation to sanctioned events on the same fee schedule as OSAA school sports;
 - n. Oversees that student athletes abide by the behavioral standards the school enforces for athletes participating in non-OSAA school sports;
 - o. Oversees that student athletes abide by the academic eligibility standards the school enforces for athletes participating in non-OSAA school sports.
3. The school employed or provided OISRAN coach(es) shall agree to be bound by all OISRAN policies, rules, and regulations that require them to follow school and school district rules and regulations that are applicable to coaching students on a high school athletic team (OISRAN Policy 7.1.). Specifically,
 - a. Coach will be fully conversant and in compliance with the school and school district's regulations and expectations regarding concussion awareness (OISRAN Policy 7.7.1);
 - b. Coach will hold students to the same behavior standards as outlined in the Policies and Regulations of the school district and will adhere to the disciplinary consequences dictated by the school they represent (OISRAN Policy 10.7);
 - c. Coach will follow school's internal protocol, if there is an internal protocol, for reporting abuse to a school administrator (OISRAN Policy 21.1.3).
4. The school grants its OISRAN team a limited, nonexclusive, nontransferable, royalty-free license to use its trademarks and/or copyrights consisting of the school's name, mascot, colors, and other school identifying devices. Use under this license is limited to identifying and promoting the OISRAN team and for limited fundraising activities. The school reserves the right to approve, in its sole discretion which may not be unreasonably withheld, any use of the trademarks and/or copyrights. Any fundraising activity using the trademarks and/or copyrights licensed hereunder shall be for the sole benefit of the school's OISRAN team unless otherwise approved in writing by the school. The term of this license shall begin on the effective date of this Agreement and shall continue until termination of this Agreement.
5. OISRAN shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a) any breach by OISRAN of this Agreement, or (b) any other act or omission by OISRAN, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Additionally, OISRAN shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, and all coaches, volunteers, participants, and student athletes from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from any act or omission of any of the foregoing which is not based on intentional, willful, or reckless misconduct to the extent of OISRAN's insurance policies which shall provide insurance coverage in an amount which is not unreasonable for OISRAN events and activities.
6. OISRAN and school/school district expressly acknowledge and agree that they are, and intend to remain, separate entities. OISRAN agrees that the conduct of OISRAN and its employees and agents, and any other legal obligations of OISRAN, are the sole responsibility of OISRAN. The relationship of OISRAN and school/school district under this Agreement is that of independent contracting parties. Neither OISRAN nor school/school district shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

7. OISRAN and school/school district have no obligation to provide any financial support to each other for any reason except as otherwise provided herein. Any financial support provided by one party is in that party's sole discretion and shall not create any right in the other party to further financial support.
8. Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the Parties, including but not limited to those arising out of or relating to the Agreement, or to the existence, scope, or validity of this Agreement or this arbitration agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute:
 - a. The party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
 - b. The plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.
 - c. If either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory, and any pending litigation shall be stayed.
9. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees' in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees' incurred in such court proceedings).
10. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principals of conflicts of law.
11. Any waiver of the provisions of this Agreement or of the Parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the Parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
12. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
13. Notices, approvals, and consents under this Agreement shall be in writing and shall be delivered personally or by mail or courier to the addresses set out on the first page of this Agreement. Notices shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered personally or by courier. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided herein.
14. This Agreement contains the entire agreement of the Parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.
15. This Agreement may not be amended except by a written instrument signed by both OISRAN and school or school district.