



GLASA Website Terms of Use

Last Updated: 12/01/2025

THIS PARAGRAPH CONTAINS AN IMPORTANT NOTICE. PLEASE READ IT CAREFULLY. YOU AGREE THAT DISPUTES BETWEEN YOU AND GLASA WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 14 BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU WISH TO OPT OUT OF ARBITRATION, FOLLOW THE OPT-OUT PROCEDURE SPECIFIED IN SECTION 14.

1. Terms of Use

These Terms of Use (these “**Terms**”) apply to your use of <https://glasa.org/> and any other website operated by Great Lakes Adaptive Sports Association or an affiliated entity (together, “**GLASA**,” “**we**,” “**our**”) and that link to these Terms (collectively, the “**Website**”).

2. Your Agreement to these Terms

These Terms form a binding legal agreement between you and GLASA in relation to your use of the Website. BY ACCESSING OR USING THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS AND YOU ARE NOT AUTHORIZED TO USE THE WEBSITE.

3. Changes and Modifications to these Terms

From time to time, GLASA may change, remove, or supplement these Terms. We reserve the right to modify these Terms or any other policies relating to the use of our Website at any time, without prior notice to you. Such modifications will be effective immediately upon notice to you, which notice may be given by any means, including, but not limited to, posting of an updated version of the Terms on the Website or electronic mail. Your access and continued use of the Website constitutes your agreement to accept the Terms as modified.

4. Content Available through the Website

The data, information, text, graphics, images, videos, blogs, photographs, software, technology, and other materials available on the Website (“**Content**”) is only intended to be general summary information for public use. ALL CONTENT IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. Under no circumstances is GLASA liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Website.

From time to time, we may restrict access to our Content without further notice. You acknowledge that GLASA may in its sole discretion modify, remove, or cease providing the Content to you at any time in our sole discretion and without further notice to you.



Our Website may contain links to third-party applications, websites, or other content (“**Third Party Content**”) that are not owned or controlled by us. We provide these links to you as a convenience and inclusion of any link herein shall in no way be construed as an endorsement by us. We have no control over and disclaim any responsibility for Third Party Content, and we accept no responsibility for any loss or damage that may arise, for you or for any third party, from your use of Third-Party Content. We further disclaim any responsibility for any form of transmission received from Third Party Content. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party. If you decide to access third-party applications, websites, or other content through our Website, you do so at your sole risk.

If you would like to link to our Website, you may only do so subject to the following conditions:

- You do not in any way imply that we are endorsing any services or products without our prior written permission;
- You do not misrepresent your relationship with us or present any false information about us;
- You do not link from a website or webapp that is not owned by you; and
- Your website or webapp does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States.

If you choose to link our Website, you shall fully indemnify us for any loss or damage suffered as a result of your actions. We reserve the right, at any time, for any reason, to deny permission to anyone to link a website or webapp from or to our Website.

5. Content Supplied by You

When you post or otherwise provide any content (including without limitation text, images, audio material, video material and audio-visual material) through any portion of the Website, for whatever purpose (“**User Content**”):

- You state that it does not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal, Intellectual Property Rights (as defined in Section 6) or other proprietary rights and that it does not breach or conflict with any obligation you have with another party, such as confidentiality, and that it does not contain libelous, defamatory, or otherwise unlawful material.
- You must not submit any User Content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- User Content is submitted voluntarily and is not confidential or proprietary.
- User Content does not alone establish a relationship between you and us.
- You hereby grant GLASA and its sublicensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of User Content, except as otherwise prohibited by applicable law or these Terms.
- You waive any right to compensation of any type for User Content.
- You state that you have all the rights necessary to grant the rights in this Section 5 and that use of User Content by GLASA does not violate any law.



- You warrant and represent that your User Content will comply with these Terms.
- You understand that your User Content and other information collected, generated, stored, or transmitted by you in connection with your use of the Website (“**Usage Data**”) may be transferred unencrypted over various networks, and that we or others may make changes to that transmission to conform and adapt to technical requirements of connecting networks or devices.
- You agree that we can take all legally permitted actions related to all User Content and Usage Data that you provide, transmit, upload, or otherwise submit to us, as discussed in additional detail at Section 8 below.

6. User Feedback

You agree that we may freely use any suggestions, ideas, or other feedback concerning the Website or the Content that you submit to us (collectively, “**User Feedback**”). You acknowledge, represent, and agree that your User Feedback is provided voluntarily and is not confidential or proprietary to you. You grant us a worldwide, royalty-free, non-exclusive, transferable, perpetual, and irrevocable license to use, distribute, transmit, reproduce, modify, publish, translate, publicly perform, and display and create derivative works of User Feedback, except as otherwise prohibited by applicable laws or these Terms. You waive any right to compensation of any type for your User Feedback. You represent and warrant that you have all the rights necessary to grant the rights in this Section and that use of User Feedback by us does not violate any law.

6. Ownership of Intellectual Property

We or our third party licensors shall continue to own and retain all right, title, and interest, including all related patents, copyrights, trademarks, trade dress, and other intellectual property rights, in the Website and all Content, including, *but not limited to*, the software, code, architecture, design, user interface, graphics, and any GLASA brand, trademarks, copyrights, patents, or other protected or unprotected intellectual property (collectively, “**Intellectual Property Rights**”). Except as expressly provided in these Terms, no license to use, copy, distribute, republish, transmit or otherwise exploit any Content is given to you and all such Intellectual Property Rights in and to the Content are expressly reserved to us or one or our licensors and suppliers, as applicable. Nothing in these Terms shall be construed as granting, by implication, waiver, estoppel, or otherwise, any license or right to use any Content or any of our intellectual property rights (including any trademarks, tradenames, or service-marks) without our prior written permission. The name, the logo, and the product names associated with GLASA are our trademarks, and no right or license is granted to you to use them.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Content or any portion of the Website without our prior written consent. The GLASA name, the GLASA logo, and all related names, logos, product and service names, designs, and slogans are trademarks of GLASA or its affiliates or licensors. You must not use those marks without the prior written permission of GLASA. Any other names, logos, product and service names, designs, and slogans of the Website are the trademarks of their respective owners. Under no circumstances will you acquire any ownership rights or other interest in any such marks or content through your use of the Website. All rights not expressly granted in these Terms are reserved exclusively by GLASA.



You must not use the Content or any portion thereof in connection with products or services or for any purpose, nor use the Content or any portion thereof in any manner that is likely to cause confusion among consumers, that causes harm, disparages or discredits GLASA, that dilutes the strength of GLASA's Intellectual Property Rights, or that otherwise infringes GLASA's Intellectual Property Rights.

7. Prohibited Conduct

When you use the Website, you must not engage in any of the following activities:

7.1. Violating laws and rights: You must not (a) use any portion of the Website for any illegal purpose or in violation of any local, state, national, or international laws or (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating Intellectual Property Rights, confidentiality, or privacy rights.

7.2. Disruption: You must not use the Website in any manner that could disable, overburden, damage, or impair the Website, or interfere with any other individual's or entity's use and enjoyment of the Website; including (a) uploading or otherwise disseminating any virus, adware, spyware, ransomware or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide the Website, or violating any regulation, policy, or procedure of any network, equipment, or server.

7.3. Impersonation or Unauthorized Access: You must not impersonate another individual or entity or misrepresent your affiliation with another individual or entity when using the Website. You may not use or attempt to use another's account or personal information. You may not attempt to gain unauthorized access to the Website, or the computer systems or networks connected to the Website, through hacking, password mining or any other means.

8. Monitoring and Enforcement of Terms

We may:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their Intellectual Property Rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we may cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU SHALL INDEMNIFY GLASA AND ITS LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

9. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GLASA OFFERS THE WEBSITE (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE WEBSITE), INCLUDING ANY



THIRD-PARTY SERVICES, AS-IS AND AS-AVAILABLE. GLASA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITE OR THE CONTENT, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF ACCURACY, RELIABILITY, AVAILABILITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. GLASA DOES NOT WARRANT THAT THE FUNCTIONS OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY GLASA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. Limitation of Liability

IN NO EVENT WILL GLASA OR ITS EMPLOYEES, OFFICERS, DIRECTORS, OTHER AGENTS, LICENSORS OR PROVIDERS BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR OTHER SPECIAL CATEGORIES OF DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITE (OR THE TERMINATION THEREOF FOR ANY REASON), WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY AND EVEN IF GLASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING LIMITATIONS, YOUR RECOVERY OF ANY DIRECT DAMAGES IS LIMITED TO THE LESSER OF WHAT YOU PAID FOR ACCESS TO THE WEBSITE OR USD \$50.00.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Indemnification

To the extent not prohibited by law, you shall indemnify GLASA and its employees, officers, directors, other agents, licensors and providers from and against any and all claims, damages, expenses, costs, including reasonable attorneys' fees, and other losses resulting directly or indirectly from or arising out of (a) your violation of these Terms, (b) your use of any of the Website, or (c) your violation of any other individual's or entity's rights or applicable law.

12. Privacy Policy

GLASA provides a privacy policy that describes the data we collect through the Website, which is available here: https://glasa.org/wp-content/uploads/2025/12/GLASA-Privacy-Policy_vF.pdf Please review the privacy policy so you are aware of how we collect and use your personal information.

13. Termination

13.1. By GLASA: GLASA may modify, suspend, or terminate the operation of, or access to, all or any portion of the Website at any time for any reason. Additionally, GLASA may terminate your individual access to, and use of, the Website at any time and for any reason.



13.2. By you: If you wish to terminate these Terms, you may immediately stop accessing or using the Website at any time.

13.3. Automatic upon breach: Your right to access and use the Website terminates automatically upon your breach of any of these Terms.

13.3. Survival: The disclaimer of warranties, indemnification, limitation of liability, dispute resolution provision, and this provision will survive any termination. The license grants applicable to User Content are not impacted by the termination of these Terms and shall continue in effect subject to the terms of the applicable license.

14. Dispute Resolution.

14.1. Agreement to Arbitrate: You agree that any dispute, claim or controversy arising out of or relating to these Terms (“**Dispute**”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other Intellectual Property Rights (the action described in clause (ii) is an “**IP Action**”). You will also have the right to litigate any other Dispute if you provide us with written notice to opt out of arbitration (“**Arbitration Opt-Out Notice**”) by email at info@glasa.org or by regular mail to 27864 Irma Lee Circle, Unit 101, Lake Forest, IL 60045 within 30 days following the date you first accept these Terms, if you have not registered for an account, then within 30 days following the date you first use the Website. **If you do not provide us with an Arbitration Opt-Out Notice within the 30-day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute, except as expressly set forth in (i) and (ii) above.** The exclusive jurisdiction and venue of any IP Action or, if you timely provide us with an Arbitration Opt-Out Notice, will be the state and federal courts serving Lake County, Illinois, and each of the parties to these Terms waives any objection to jurisdiction and venue in those courts. **Unless you timely provide us with an Arbitration Opt-Out Notice, you acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless you otherwise agree with us in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding.** If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts serving Lake County, Illinois. All other claims will be arbitrated. This “Dispute Resolution” section will survive any termination of these Terms.

14.2. Arbitration Rules: The *American Arbitration Association* (“**AAA**”) will administer the arbitration in accordance with the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (the “**AAA Rules**”) then in effect, except as modified by this Dispute Resolution section. (The AAA Rules are available at <https://adr.org/rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.



14.3. Arbitration Process: A party who desires to begin arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and a separate form for Demand for Arbitration for Texas residents. The arbitrator will either be a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

14.4. Arbitration Location and Procedure: Unless you agree with us otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

14.5. Arbitrator's Decision: The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings on which the arbitrator bases the award. Judgment on the arbitration award may be entered in any court with competent jurisdiction. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

14.6. Arbitration Motion Practice: Dispositive motions may be filed at any time up to 30 days prior to any merits hearing and no merits hearing shall occur until the arbitrator(s) have ruled on the motion(s) that are filed, if any.

14.7. Fees: Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

15. Miscellaneous Terms

15.1 Choice of law: These Terms (and all Disputes) are governed by and construed by the laws of the State of Illinois in the United States, not including its choice of law rules.

15.2 Electronic Notice and Electronic Signature: GLASA sends all communications, agreements, documents, receipts, notices, and disclosures (collectively, "**Communications**") electronically. GLASA may provide these Communications to you by posting them via the Website, by emailing them to you at the email address you provide, or by sending an SMS or text message to a mobile phone number that you provide. You should maintain copies of all Communications. You may contact us through email at info@glasa.org if you have any questions regarding any Communication. You further consent and agree that your use of your finger, a key pad, mouse or other device to select an item, button, icon or similar act while using the Website, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to establish the validity of your electronic



signature, and that the lack of such certification or third-party verification will not affect the enforceability of your signature or any resulting contract between you and us.

15.3 No waiver: Either party's failure to insist on or enforce strict performance of any of these Terms will not be construed as a waiver of any provision or right.

15.4 Severability: If any part of these Terms is held to be invalid or unenforceable by any law or regulation or final determination of the arbitrator, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. If any provision of these Terms is so held invalid or unenforceable by a court of competent jurisdiction, in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the parties' intent.

15.5 Relationship of Parties: The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and GLASA as a result of these Terms or from your use of any portion of the Website. You may not enter into any contract on our behalf or bind us in any way.

15.6 Assignment: GLASA may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense your rights, if any, to access or use the Website or its Content, and any attempt by you to do so is void.

15.7 Integration: These Terms constitute the entire agreement between you and GLASA relating to this subject matter and supersede any and all prior communications and/or agreements between you and GLASA relating to access and use of the Website.

16. Contact Information

If you have any questions or concerns regarding these terms and conditions or the website, you may contact GLASA at info@glasa.org.

* * * * *