

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:25-cv-02149-MDB

SCOTT BOOTH, individually, as subrogee,
or beneficiary of USA Archery, TEXAS
ARCHERY, LLC, and ARCHERY BOOTH, LLC,

Plaintiffs,

v.

NATIONAL ARCHERY ASSOCIATION OF
THE UNITED STATES, d/b/a USA ARCHERY,
THE UNITED STATES CENTER FOR
SAFESPORT, INC., and unnamed Co-Conspirators 1-25,

Defendants.

AFFIDAVIT IN SUPPORT OF NOTICE OF VOLUNTARY DISMISSAL

Affidavit in Support of Notice of Voluntary Dismissal

1. I am the CEO of USA Archery, Inc. the National Governing Body (NGB) for archery certified by the United States Olympic and Paralympic Committee (the USOPC). I am authorized to provide this affidavit and can testify competently to the facts and information stated.

2. The USCSS suspension process directly prohibits an NGB member from participating in NGB activities while the member awaits a confidential investigation and decision. The process impacts the member's business if that business is also related to the NGB sport (i.e. they own a retail shop that ordinarily would host NGB events or program for NGB members).

- A. NGB membership is a condition to participation in NGB sanctioned activities (i.e. events, coaching and club programs for example).
- B. USA Archery is a significant player in the archery economic marketplace; not only at the international elite level, but also at the national and local grassroots level.

- C. USCSS compliance is involuntarily and unilaterally imposed upon anyone within the general umbrella of an NGB.
- D. An interim suspension of an NGB member prohibits participation in NGB sanctioned activities at all levels.
- E. Although there are competitive archery programs outside of the NGB's jurisdiction, a USCSS suspension impacts a members opportunities in sport whether athletic, business, or personal.
- F. At the elite level, all competitions that are sanctioned by World Archery go through qualification processes managed by USA Archery as a national federation of World Archery.
- G. A suspension by the USCSS therefore constitutes an absolute barrier to participation in Olympic movement activity.
- H. Similarly, a suspension bars a member from having a business relationship with NGB athletes.

3. USA Archery exercises no discretion in the response and resolution process to which Mr. Booth was subjected.

- A. USCSS imposed unilateral, exclusive jurisdiction over allegations against Mr. Booth.
- B. As such, NGB is barred from investigating allegations once the USCSS exercised jurisdiction.
- C. An NGB is itself would be in violation of the SafeSport Code and subject to sanctions if it interferes or does not comply with all unilateral USCSS edicts or dictates under the SafeSport Code.
- D. USA Archery is not consulted with respect to the propriety, selection, or application of interim measures between USA Archery and a member that may be under investigation – in this case Mr. Booth.
- E. USA Archery is not a party to any dispute resolution process concerning interim measures, regardless of any independent contractual term or other obligation between it and a member.
- F. USA Archery is ostensibly barred from participation whether in mitigation or aggravation regarding resolution of a case such as Mr. Booth's.
- G. USA Archery is not even apprised of the course of a USCSS investigation, but is only told when a case is accepted or resolved. USA Archery is not

provided the details of an active or open investigation, and indeed is barred from investigating the allegations.

4. The terms under which SafeSport operates are "adhesion" contracts dictated by SafeSport.

- A. USCSS exercises exclusive, unilateral authority over the response and resolution process contrary to the pre-existing contractual, statutory, and equitable relationships USA Archery has with its members, such as Mr. Booth.
- B. USCSS is governed by its own Board of Directors who are not accountable to anyone, nor subject to review or oversight.
- C. The SafeSport Code imposed by USCSS is not a voluntary, negotiated set of terms adopted by NGBs -- it is mandated by SafeSport.
- D. The administrative mechanism by which USCSS operates is through a closely held Master Service Agreement (MSA) with the USOPC.
- E. USA Archery had no meaningful role in the drafting of the MSA between the USOPC and any of the NGBs.
- F. USA Archery's understanding of the MSA and its terms is that the intended purpose is to address administrative matters. The terms as applied do not give USA Archery any discretion whatsoever in the management of the response and resolution process of cases in which the USCSS takes jurisdiction.

5. SafeSport unilaterally and materially altered the terms of the appendix and the Master Service Agreement.

- A. The MSA, Part X. Representations and Warranties, 12 | Page, states in relevant part: "Further, the Center represents and warrants that it will not amend or modify its exclusive subject matter jurisdiction over allegations of sexual misconduct to include misconduct that is not sexual misconduct without prior agreement of the Parties."
- B. USA Archery did not intend nor agree to SafeSport unilaterally modifying the MSA to include allegations of misconduct that were not allegations of sexual misconduct in Mr. Booth's case or any other case.
- C. USA Archery is an intended beneficiary of the MSA and does not contest Booth's position that he is also an intended beneficiary.
- D. Under the circumstances of the USCSS unilateral actions against Mr. Booth, USA Archery does not dispute that Mr. Booth is subrogated to or has certain direct rights of recovery or enforcement against the USCSS.

- E. SafeSport, USA Archery, and Mr. Booth are engaged in trade and commerce in whole or in part in the State of Texas.
- F. As applied by SafeSport to USA Archery and Mr. Booth under the circumstances of this case, the SafeSport Code and the MSA restricted Mr. Booths right to conduct USA Archery activities within his place of business (i.e. archery retail store).

Rod Menzer upon oath and by signature below, certifies that he is qualified to make this Affidavit on behalf of USA Archery, that he has personal knowledge of the statements made, and that the statements are true and correct.

USA Archery, Inc.

By:  Signed by:
DCFF83FA09E844D
Its CEO and Authorized Representative

Rod Menzer

Printed Name