



# CABELA'S SHIELD

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**MEMBERSHIP AGREEMENT**

**CABELAS-SHIELD.COM**

## **CABELA'S SHIELD MEMBERSHIP AGREEMENT**

PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) (EACH, "MEMBER" OR "YOU") ACKNOWLEDGE THAT BY JOINING CABELA'S SHIELD, THEY ARE JOINING AND BECOMING MEMBERS OF THE UNITED STATES CONCEALED CARRY ASSOCIATION, INC., (THE "USCCA") AN ASSOCIATION OF LIKE-MINDED INDIVIDUALS WHOSE MEMBERS GET SELF-DEFENSE EDUCATION, TRAINING, PERKS AND DISCOUNTS, AND SELF-DEFENSE LIABILITY INSURANCE AS BENEFITS OF MEMBERSHIP. CABELA'S SHIELD SEEKS TO EDUCATE, TRAIN AND SAVE LIVES THROUGH THE USCCA® AND THE USCCA'S MEMBERSHIP BENEFITS.

THE USCCA IS A SOUTH CAROLINA NONPROFIT NONSTOCK CORPORATION, AND THEREFORE AN APPLICANT'S "MEMBERSHIP" IN THE USCCA DOES NOT CONFER ANY OWNERSHIP INTEREST WHATSOEVER. BECOMING A MEMBER DOES NOT CONFER ANY RIGHTS TO OWNERSHIP, VOTING, INFORMATION, OR ANY OTHER INTEREST IN THE USCCA. THE TERMS AND CONDITIONS OF MEMBERSHIP IN THE USCCA, AND THE OBLIGATIONS OF THE USCCA, ARE GOVERNED BY THE TERMS AND CONDITIONS IN THIS MEMBERSHIP AGREEMENT AND ARE CONTRACTUAL IN NATURE. THE USCCA ADVERTISES AND DOES BUSINESS UNDER THE NAME "CABELA'S SHIELD" IN PARTNERSHIP WITH BASS PRO, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES ("BASS PRO").

PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) ACCEPT ALL OF THE TERMS OF THIS MEMBERSHIP AGREEMENT, WHICH IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN PRIMARY MEMBER (AND SECONDARY MEMBER, IF APPLICABLE) AND USCCA. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING CONSENT ELECTRONICALLY, OR BY MAKING PAYMENT UNDER THIS AGREEMENT AND THE MEMBERSHIP APPLICATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON, CANCEL YOUR MEMBERSHIP, DO NOT COMPLETE THE MEMBERSHIP APPLICATION OR COMPLETE THE MEMBERSHIP PURCHASE, WHICHEVER IS APPLICABLE.

### **Membership Agreement Terms**

The Cabela's Shield Membership Agreement and the Membership Application constitute the entire agreement between you as the Primary Member (and your spouse if a Secondary Membership is purchased), and the USCCA, Inc. ("USCCA") (collectively the "Membership Agreement") with respect to the subject matter herein and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Membership Agreement. The Membership Agreement expressly incorporates by reference and includes the "Terms of Use" [<https://www.cabelas-shield.com/terms-of-use/>] and the "Privacy Policy" [<https://www.cabelas-shield.com/privacy-policy/>], each of which may be updated from time to time. By entering into this Agreement, the Member acknowledges and agrees to be bound by the Terms of Use and the Privacy Policy, which are made a part of this Agreement as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Membership Agreement and the Terms of Use or the Privacy Policy, the terms of this Membership Agreement shall prevail and take precedence.

### **Membership Application and Payment**

An applicant who completes a Membership Application, meets all of the requirements for membership, and pays the membership dues, shall be enrolled as a Cabela's Shield Member of the USCCA, and such applicant shall be considered the Primary Member. A Primary Member who elects to have their spouse added as a member must complete the "spouse" portion of the Membership Application. If such spouse

meets the requirements for membership, and the additional dues are paid to add the spouse as a member, such spouse shall be enrolled as a Cabela's Shield Member of the USCCA, and such spouse shall be considered the Secondary Member. For purposes of the Membership Agreement, "spouse" means the legal husband, wife, or domestic partner of the Primary Member, as those terms are defined and recognized in the state of Primary Member's domicile. All payments shall be made to Delta Defense, LLC ("Delta").

### **Membership Eligibility**

Individuals must be a United States resident and at least 18 years of age to become a Member.

Residents of New Jersey, New York and Washington are ineligible for Membership.

### **Representations and Warranties of Primary Member**

Primary Member represents and warrants to the USCCA that Primary Member (and Secondary Member, if applicable) is not a Specially Designated National or Blocked Person as defined in the Office of Foreign Assets Control regulations.

### **Benefits**

Primary Member shall receive all of the Cabela's Shield Member benefits of USCCA Membership as set forth on both the Cabela's Shield and Delta Defense LLC websites as of the date that the Membership Application is received and accepted and as updated from time to time. If applicable, Primary Member (and Secondary Member, if applicable) shall jointly receive access to one (1) magazine subscription, and one (1) of each of the other product(s) offered with the membership level selected on the date the Membership Application is received and accepted.

The USCCA is an association of like-minded and responsible protectors, that exists for the purpose of educating and training its members related to situational awareness, firearms, lawful self-defense, responsibility, safety, and preparedness. Thus, the principal benefits of USCCA membership are education and training. In recognition of the risks associated with its undertaking to educate and train, and in consideration of its responsibility and the responsibility of its members, the USCCA has obtained an insurance policy providing it with self-defense liability insurance coverage.

Primary Member (and Secondary Member, if applicable) are additional insureds on the Self-Defense Liability Policy and any Endorsements thereto issued to the USCCA (the "Policy") by Universal Fire and Casualty Insurance Company.

A copy of the Policy is available to Primary Member (and Secondary Member, if applicable) through the Member's Member Site, or can be obtained by contacting Delta at 1000 Freedom Way, West Bend, WI 53095, or by requesting a copy of the Policy at 855-322-1095. [Click here to view the Policy.](#)

Primary Member (and Secondary Member, if applicable) agree and acknowledge that the Cabela's Shield Member benefits of USCCA Membership other than the Policy are of value, benefit, importance and interest to Primary Member (and Secondary Member, if applicable), and that the value, benefit, importance and interest of and in the Cabela's Shield Member benefits of USCCA Membership other than the Policy are a significant inducement for Primary Member (and Secondary Member, if applicable) to become a member.

## **Term of Membership – Automatic Renewal**

The term of a Primary Member membership (and Secondary Member membership, if applicable) is one (1) year from the date the Membership Application is accepted, provided that all of the regular payments as set forth in the Membership Application are made.

The Primary Member's (and Secondary Member's, if applicable) membership shall automatically renew at the expiration of the one (1) year term for successive one (1) year terms, provided that Primary Member makes all of the regular payments as set forth in the Membership Application.

By submitting the Membership Application, the Primary Member hereby authorizes Delta to debit Primary Member's account (if using a debit card or ACH) or charge Primary Member's credit card (if using a credit card) the amount set forth on the Membership Application. Because the Primary Member membership (and Secondary Member membership, if applicable) will automatically renew, Primary Member hereby authorizes Delta to debit Primary Member's account (if using a debit card or ACH) or charge Primary Member's credit card (if using a credit card) the amount due for membership at the membership level set forth in the Membership Application either one (1) year or one (1) month from the date the Membership Application is submitted (based upon Primary Member's election to pay annually or monthly) and accepted, and each successive year or month thereafter in the amount then charged by Delta for the membership level chosen.

Primary Member can cancel the Primary Member membership at any time by calling Delta at 855-322-1095. If a Primary Member cancels the membership, the Secondary Member's membership, if applicable, shall also be canceled. Secondary Member can cancel the Secondary Member's membership at any time by calling Delta at 855-322-1095. If a Secondary Member cancels the Secondary Member's membership, the Primary Member membership shall not be canceled, unless directed by the Primary Member.

Because the Primary Member membership (and Secondary Member membership, if applicable) cost might vary and the amount that Delta will debit from the Primary Member's account (if using a debit card or ACH) or charge to Primary Member's credit card (if using a credit card) might increase, if the amount a Primary Member will pay to continue the Primary Member membership (and Secondary Member membership, if applicable) increases at any time, Delta shall send Primary Member a written notification via electronic mail (e-mail) or direct mail at least thirty (30) days prior to such payment and increase which shall include notification of any membership price increase (Primary or Secondary) and the increase in the debit to Primary Member's account or the charge to Primary Member's credit card for the automatic payment. Delta reserves the right to increase the monthly or annual price of both a Primary or Secondary Membership effective at the next scheduled payment date, provided that at least thirty (30) days written notice via electronic mail or direct mail was provided to Primary Member. If a Primary Member does not wish to renew the Primary Member membership, Primary Member can cancel at any time as set forth above. If a Primary Member cancels the Primary Member's membership, the Secondary Member membership shall also be canceled.

If Delta attempts to debit Primary Member's account (if using a debit card) or charge Primary Member's credit card (if using a credit card), and the debit or charge is rejected, Delta shall notify Primary Member, and if payment is not made immediately, Delta shall treat such event as a cancellation, and shall cancel Primary Member's (and Secondary Member's, if applicable) membership.

As e-mail and SMS are the primary means of communication from Delta to the Primary Member, the Primary Member represents and warrants that they are providing a valid phone number and e-mail address. It is the Primary Members' sole responsibility to notify Delta of any change in address, phone number, e-mail, or payment method information, as well as to keep the Members' emergency contact information up to date. You may do so by calling 855-322-1095.

If Primary Member (or Secondary Member, if applicable) renew their membership, the terms and conditions in the Membership Agreement shall also renew and shall govern Primary Member's (and Secondary Member's, if applicable) membership.

### **E-Mail/SMS/Text/CANSPAM**

By providing your e-mail address or cell phone number you agree and consent to be contacted by Delta or its agents regarding your membership, offers, and information, including your consent to receive e-mail messages and sms text messages until you opt out. You can opt out at any time. Please visit your Member Site for instructions on how to opt out.

### **Insurance Disclaimer**

All coverages are subject to the terms, conditions and exclusions of the actual Policy. [Click here to view Policy.](#)

INFORMATIONAL STATEMENTS ON CABELA'S SHIELD'S, USCCA'S OR DELTA'S WEBSITE REGARDING THE POLICY, INSURANCE COVERAGE AND OTHER CONTENT ARE FOR GENERAL DESCRIPTION AND INFORMATIONAL PURPOSES ONLY, DO NOT CONSTITUTE PROFESSIONAL ADVICE, AND USCCA, DELTA, AND BASS PRO DO NOT PROVIDE ANY WARRANTY AS TO THEIR ACCURACY. CABELA'S SHIELD'S NOR THE USCCA'S NOR DELTA'S WEBSITE MAKE ANY REPRESENTATIONS THAT INSURANCE COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS, OR TYPE OF CLAIM OR LOSS, UNDER THE POLICY. WHETHER COVERAGE EXISTS OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER THE POLICY DEPENDS ON THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ALL APPLICABLE POLICY WORDING. STATEMENTS ON THE CABELA'S SHIELD OR THE USCCA OR DELTA WEBSITE DO NOT AMEND, MODIFY OR SUPPLEMENT THE POLICY. CONSULT THE ACTUAL POLICY FOR DETAILS REGARDING TERMS, CONDITIONS, COVERAGE, EXCLUSIONS, PRODUCTS, AND SERVICES.

Primary Member (and Secondary Member, if applicable) should consult with their legal, tax or financial professionals as to their individual situation and/or insurance needs. It is the Primary Member's (and Secondary Member's, if applicable) responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, or other information provided herein or on the Cabela's Shield or the USCCA or Delta website. All information contained on any Cabela's Shield or USCCA or Delta website page is distributed with the understanding that neither the USCCA, nor Delta, is rendering legal, tax, accounting, insurance, or other professional advice or opinions on coverage or any specific facts or matters. In no event shall USCCA or Delta be liable for any direct, indirect, special, incidental, consequential, or punitive damages arising out of the use of the information contained herein or on the Cabela's Shield or the USCCA or Delta website.

Primary Member and (and Secondary Member, if applicable) agree and acknowledge that they have not relied on Cabela's Shield, USCCA or Delta, its agents, employees, officers or directors regarding any insurance advice.

### **Cancellation**

Primary Member can cancel membership at any time. If a Primary Member cancels their membership, the Secondary Member's membership shall also be canceled, if applicable. In the event of cancellation, Delta will grant the Primary Member a refund for payments already made proportional to the unutilized time of the current membership term. If a Primary Member cancels membership, the Primary Member



is also canceling the insurance coverage provided under the Policy, including the Secondary Member membership and insurance coverage.

In the event that a Primary Member cancels their Membership within 30 (thirty) days of activation, the Member authorizes Delta Defense LLC to charge the credit card or debit card on file and impose and collect the MSRP payment of the promotional membership activation gift (gift card or CLUB card points). In the event that a Primary Member cancels their Cabela's Shield Membership or USCCA Membership for any reason, they shall be deemed ineligible to receive any new member activation bonuses, promotional offers, or other similar benefits associated with initial enrollment in USCCA Membership or Cabela's Shield Membership, should they choose to re-enroll at a later date. This ineligibility shall apply regardless of the time elapsed since the cancellation and shall remain in effect permanently unless otherwise expressly authorized by Delta. In addition, the Member authorizes Delta to charge the credit or debit card on file and impose and collect the MSRP payment of the value of the CLUB points or gift card that the member received as a new member activation gift if the member cancels within 30 days of activation.

Primary Member's membership (and Secondary Member's membership, if applicable) will be canceled if Primary Member fails to pay the membership dues pursuant to the Membership Application and any renewals. Failure to pay pursuant to the Membership Application (and any renewals) shall result in the cancellation and termination of the Primary Member membership and Secondary Member membership and the cancellation and termination of the Policy for both Primary Member and Secondary Member. Immediately upon cancellation and termination of the Primary Member's membership (and Secondary Member's membership, if applicable), the insurance coverage under the Policy shall also terminate without any further notice.

### **Member Termination**

In the event that the Primary Member (or Secondary Member's, if applicable) actions or behaviors are contrary to the interests of the USCCA or Delta (including, but not limited to: harassment of employees, abuse or threats of violence, theft, repeatedly engaging in behavior disruptive to the operations of the USCCA), the USCCA has the right to terminate the membership of any Primary Member or Secondary Member at any time in its sole and absolute discretion, and thereafter all of the rights of the Primary Member and/or Secondary Member shall cease, with the exception of coverage obligations for claims previously reported. Such termination may be retroactive in the case of fraud, bad faith, a breach of the Membership Eligibility qualifications, or the breach of the Representations and Warranties contained in this Agreement. Any such decisions regarding termination shall be at the sole and absolute discretion of the USCCA. As USCCA Membership is not insurance, claim(s) made under the policy issued to the USCCA in which members are asserting that they were involved in an "act of self-defense" will not result in termination of USCCA Membership. In the event of any termination under this paragraph, Delta will refund the terminated Primary Member's (or Secondary Member's, if applicable) payments already made for the then current membership term.

Each representation or warranty of Primary Member shall be true and correct as of the date of Application, the initiation of Membership, and throughout the duration of Membership. In the event such Primary Member representation or warranty was untrue at the time it was made, or becomes untrue at any time during Primary Member's membership as determined in the sole and absolute discretion of the USCCA, Primary Member's (and Secondary Member's, if applicable) membership shall be terminated as of 1) the date of sign-up in the event the representation or warranty was untrue at the time it was made or 2) that date on which the representation or warranty became untrue.

## **Amendments or Changes to Membership Agreement**

USCCA reserves the right to change the Membership Agreement terms at any time, without notice to Primary Member (or Secondary Member, if applicable). USCCA shall post the most recent version of the Membership Agreement terms on the Cabela's Shield website, and the Membership Agreement terms on the Cabela's Shield website shall constitute the current, binding, and enforceable Membership Agreement. Primary Member and Secondary Member agree to be bound by the terms of the then existing Membership Agreement posted on the Cabela's Shield website.

## **Cabela's Shield Disclaimer**

Bass Pro is pleased to make Cabela's Shield available to you as a valued customer. However, you acknowledge and agree that Cabela's Shield is offered, provided, and facilitated solely by USCCA and Delta. The contractual relationship with respect to Cabela's Shield is exclusively between USCCA, Delta, and you as Primary Member (or Secondary Member, if applicable). BASS PRO MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND REGARDING CABELA'S SHIELD AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR RELATED TO MEMBER'S PARTICIPATION IN CABELA'S SHIELD, INCLUDING CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY OR OTHERWISE, EVEN IF BASS PRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **No Third-Party Beneficiaries**

Except as expressly set forth in this Membership Agreement, no person or entity other than the parties hereto and those specifically named herein shall have any rights or benefits under this Membership Agreement or be deemed a third-party beneficiary hereof.

## **Disputes, Class Action Waiver, Contract Formation, and Governing Law**

Primary Member (and Secondary Member, if applicable) agree that any and all disputes between Primary Member (or Secondary Member, if applicable) and the USCCA, Delta or Bass Pro (or any subsidiaries) shall be governed by the laws of the State of South Carolina, and jurisdiction and venue for any such disputes shall be in the State of South Carolina Circuit Court of Charleston County, South Carolina.

Where permitted under applicable law, Primary Member (and Secondary Member, if applicable) agree that any claims against the USCCA, Delta or Bass Pro (or any subsidiaries) may only be brought in the Primary Member's (and Secondary Member's, if applicable) individual capacity and not as a plaintiff or class member in any purported class or representative action.

Primary Member (and Secondary Member, if applicable) agree that: (1) this Membership Agreement is formed, entered into, and agreed to in the state of South Carolina; and (2) all of the terms and conditions in the Membership Agreement are made and accepted in the State of South Carolina. Primary Member (and Secondary Member, if applicable) understands and agrees that this covenant and agreement as to the state of contract formation, governing law, jurisdiction, and venue is an important part of Primary Member's membership (and Secondary Member's membership, if applicable) and agrees to these provisions in consideration of the member benefits received as a Cabela's Shield Member of the USCCA.

## **General**

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and USCCA, Delta, or Bass Pro. If any provision of this Agreement is declared void or unenforceable, then the provision is automatically amended to the minimum extent required to make it valid, legal, enforceable and nearest to the original intent, and the other provisions remain in full force and effect. The waiver of a breach does not operate as a waiver of any subsequent breach. Headings used in this Agreement are for reference purposes only and in no way define or limit the scope of the section. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” Notices to you (including notices of changes to this this Agreement) may be made via posting to the Cabela’s Shield site(s) or by e-mail (including in each case via links), or by regular mail.

## **How to Contact Us**

If you have any questions or comments about your Cabela’s Shield Membership, USCCA membership, or want to provide feedback or information, please contact Delta at 855-322-1095, or at the following address: [support@deltadefense.com](mailto:support@deltadefense.com).