



***USA*Volleyball**

Junior Handbook, Resource Guides, and Policies

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PURCHASE MEMBERSHIP FROM REGION

1. Navigate to your Region's Website
2. Locate their Membership page and click the membership purchasing link.
3. If you are not already logged in, follow the steps to login to SportsEngine.
 - **NOTE:** If you do not already have an account, create one for the Parent/Guardian. You will add your athlete when purchasing a membership.
4. Answer "Who is this membership for?" by selecting your athlete's name, or if you do not see them click **"Add Child."**

Who is the membership for?

AA Andrea Anderson (You)

AA Ashley Anderson

Add A Child

5. Enter/Confirm your child's information, click **Next**.
6. Enter/Confirm your information (the parent/guardian), click **Next**.
7. Electronically sign any waivers by **checking the box "on behalf of your child's name"** and click **Submit**.
 - **NOTE:** A Parent/Guardian **MUST** be the one to sign the waiver(s). This is why it is critical to have a parent/guardian be the primary account holder.

On behalf of Sara Hanson:

I have read and agree to USA Volleyball Waiver and Release of Liability.

Submit

8. Review membership details and pricing, click **Continue to Payment**.
9. Enter payment details and complete transaction.
10. Once you receive your membership card, click **Add to Apple Wallet** or **G Pay Save to Phone**.
11. Click **View My Membership**, to navigate to MySE to view eligibility and credentials.



Thanks for being a member of North Country Demo Site!

You can [view](#) and [print](#) your memberships anytime on SportsEngine.

View My Membership

1 CREATE SPORTSENGINE ACCOUNT AT LOGIN.SPORTSENGINE.COM

Welcome

Enter your email address to sign in or create an account

Email Address

Next

SportsEngine no longer supports Sign In with Facebook or Google.

Use your email address and password to access your account. Not sure what your password is? Visit our help center.

What's SportsEngine?
Need Help? SportsEngine Help Center

Welcome! Let's create an account.

test.sportseengine+USAV@gmail.com Not You?

First Name *

Last Name

Password

Password must be at least 8 characters and include one uppercase letter, one lowercase letter, and one number or symbol.

Select if you are a Canadian resident

Date of Birth

January 1 1980

To comply with the Children's Online Privacy Act, you must be at least 13 years old to create a SportsEngine account.

By creating an account you acknowledge and agree that your use of our platform is subject to the SportsEngine Terms of Use and Privacy Policy - New. Use of websites is subject to that site's Privacy Policy and Terms of Use.

Sign Up

A verification link has been sent to test.sportseengine+USAV@gmail.com

Resend Verification Email

Hi USAV Parent,

You're almost done! Click the button below to activate and begin using your SportsEngine account.

Activate My Account

Didn't create this account? No problem. The information on record will be removed from our system after 72 hours.

For the love of sport,
The SportsEngine Team
www.sportseengine.com

2 PURCHASE MEMBERSHIP FROM REGION WEBSITE

Who is the membership for?

Mary Hanson (You)

Carson Hanson

Eric Hanson

Sara Hanson

Add A Child

Confirm Sara Hanson's information

Your Child's First Name

Your Child's Nickname (optional)

Your Child's Middle Name (optional)

Your Child's Last Name Suffix

Hanson

Your Child's Gender

Female

Your Child's Date of Birth

January 1 2007

Next

Confirm your information

First Name

Nickname (optional)

Middle Name (optional)

Last Name Suffix

Hanson

Country

United States

Address

City

Select the membership for Sara Hanson

RECOMMENDED

2020 NCR Official Membership

It's an official membership!

Next

Learn more about North Country Demo Site memberships
What's SportsEngine?
Need Help? SportsEngine Help Center

USAV Waiver Assumption of Risk and Release of Liability

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT. WAVE VOLLEYBALL I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND A BINDING CONTRACT, AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF, AND IF I AM SIGNING ON BEHALF OF A MINOR PARTICIPANT, THAT I AM THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN. I and/or my child (collectively "I," "me," or "my") understand and acknowledge

On behalf of Sara Hanson:
 I have read and agree to USA Volleyball Waiver and Release of Liability.

Submit

3 VIEW CARD AND ELIGIBILITY REQUIREMENTS FROM MY.SPORTSENGINE.COM

Home

Sara Hanson must complete 1 requirement in order to participate in USA Volleyball Demo

COMPLETE REQUIREMENT

VB Region Demo 3

Sara Hanson
Voll-S0001

Region Test Membership **ELIGIBLE**
Expires on Jan 16, 2021

View Details

* **NOTE:** Primary account holder **MUST** be a parent/guardian. Your athlete will have a profile added to your "household" once they have a membership.



USA VOLLEYBALL JUNIOR PLAYER AGE DEFINITION

For use during the 2024-2025 Season

Once a player participates (including but not limited to practicing, training, attending workouts and/or competing) in a club or varsity program for any university, college, community college, or junior college, he/she is ineligible to take part in any regional and national programming, which includes but is not limited to national JNC qualifying and championship events.

18 and Under Division: Players who were born on or after July 1, 2006 (including high school graduates eligible based on the above paragraph)

18 and Under Division: Players who were born on or after July 1, 2005 *and* a high school student in the twelfth (12th) grade or below during some part of the current academic year are eligible to compete on 18 and under teams.

17 and Under Division: Players who were born on or after July 1, 2007

Girls 17 and Under Division: Players who were born on or after July 1, 2006 (18 years or younger) who shall neither have completed nor are in a grade higher than the eleventh grade (11th) during the current academic year are eligible to participate in the 17 and under age division. This exception is still subject to frozen roster rules. (This exception is based on recruiting concerns for girls in the 11th grade who would otherwise be required to participate in girls 18's qualifiers and the Girls 18's GJNC.)

16 and Under Division: Players who were born on or after July 1, 2008

15 and Under Division: Players who were born on or after July 1, 2009

14 and Under Division: Players who were born on or after July 1, 2010

Boys 14 and Under Division: Players who were born on or after July 1, 2009 (15 years or younger) who shall neither have completed nor are in a grade higher than the eighth grade (8th) during the current academic year will be allowed to participate at the USA Junior National Championships on 14 and under teams. This exception is still subject to frozen roster rules. (This exception is based on the net height difference of 7'4 1/8" to 7' 11 5/8" between the 14 and Under Division to the 15 and Under Division.)

13 and Under Division: Players who were born on or after July 1, 2011

Boys 13 and Under Division: Players who were born on or after July 1, 2010 (14 years or younger) who shall neither have completed nor are in a grade higher than the seventh grade (7th) during the current academic year are eligible for a Region approved waiver to compete in the boys 13's age group. This age waiver is still subject to frozen roster rules.

12 and Under Division: Players who were born on or after July 1, 2012

Boys 12 and Under Division: Players who were born on or after July 1, 2011 (13 years or younger) who shall neither have completed nor are in a grade higher than the sixth grade (6th) during the current academic year are eligible for a Region approved waiver to compete in the boys 12's age group. This age waiver is still subject to frozen roster rules.

11 and Under Division: Players who were born on or after July 1, 2013

10 and Under Division: Players who were born on or after July 1, 2014

9 and Under Division: Players who were born on or after July 1, 2015

8 and Under Division: Players who were born on or after July 1, 2016

Note: These age definitions are used by domestic club programs and are NOT the same as the age definitions for International Competition and Domestic National Team Development Programs.

The Age Definition Policy was most recently revised by the USA Volleyball Board of Directors on June 30, 2020. The classification cut-off date of July 1 was reviewed by the USAV Junior Assembly and the USA Regional Volleyball Association Assembly and research justified the new cut-off date of July 1.



USA VOLLEYBALL JUNIOR PLAYER AGE DEFINITION

For use during the 2024-2025 Season

To determine the correct age division, please find the Month of Birth in the left column and then the year of birth in the same row. The heading of the column matching the Year of Birth is the correct age bracket.

	18 & Under ¹	18 & Under ²	17 & Under	16 & Under	15 & Under ³	14 & Under ⁴	13 & Under ⁵	12 & Under	11 & Under	10 & Under	9 & Under	8 & Under
July	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Aug	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Sept	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Oct	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Nov	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Dec	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Jan	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Feb	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Mar	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Apr	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
May	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
June	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017

¹ Players who were born on or after July 1, 2005 and a high school student in the twelfth (12th) grade or below during some part of the current academic year are eligible to compete in 18 & under.

² **Female Only** - Players who were born on or after July 1, 2006, (who are defined as 18 & under by the USAV Age Definition) and are in the 11th grade for the current academic year are eligible to compete in 17 & under. (This exception is based on recruiting concerns for 11th grade girls previously required to participate in girls 18's qualifiers and the 18's GJNC.)

³ **Male Only** - Players who were born on or after July 1, 2010 OR players who were born on or after July 1, 2009 (15 years or younger) who shall neither have completed nor are in a grade higher than the eighth (8th) grade during the current academic year **are eligible to play in the 14 & Under division**. This exception is based on the net height difference of 7'4 1/8" to 7'11 5/8" between the 14 and Under Division to the 15 and Under Division.

⁴ **Male Only** - Players who were born on or after July 1, 2010 (14 years or younger) who shall neither have completed nor are in a grade higher than the seventh grade (7th) during the current academic year are eligible for a Region approved waiver to compete in the boys 13's age group.

⁵ **Male Only** - Players who were born on or after July 1, 2011 (13 years or younger) who shall neither have completed nor are in a grade higher than the sixth grade (6th) during the current academic year are eligible for a Region approved waiver to compete in the boys 12's age group.

Florida Region of USA Volleyball
2024/2025 Season

Revised June 2024



MEMBERSHIP GUIDE

Full Season Membership (Includes Indoor & Outdoor Programming)		Benefits ***	Region Membership Fee *	National Registration Fee *	Total Fee
Youth Player (8U)	Sep - Aug	1	FREE	FREE	FREE
Youth Player (9U-11U)	Sep - Aug	1	\$10.00	\$10.00	\$20.00
Junior Girl (12U-18U)	Sep - Aug	2	\$39.50	\$23.00	\$62.50
Junior Boy (12U-18U)	Sep - Aug	2	\$38.50	\$23.00	\$61.50
Adult (NO Junior Affiliation)	Sep - Aug	2	\$13.50	\$23.00	\$36.50
Adult (w/ Junior Affiliation)	Sep - Aug	2	\$37.00	\$23.00	\$60.00
Official	Sep - Aug	2	\$34.50	\$23.00	\$57.50
Chaperone/Volunteer/Board Member (Age 25+)	Sep - Aug	3	\$12.00	\$23.00	\$35.00

Local Membership (ONLY valid for Indoor local tournaments - Not Valid for regionally or national sanctioned tournaments)

Local Junior Membership (11U -17U)	Sep - May	4	2	\$23.00	\$25.00
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****Limited Memberships (Non-Rosterable)**

Outdoor Junior (12U-18U)	May - Aug	5	\$8.85	\$14.15	\$23.00
Outdoor Adult	May - Aug	5	\$8.85	\$14.15	\$23.00
Summer Junior Player 10U - 17U	June -Aug	6	\$7.00	\$9.00	\$16.00

NOTE: Annual Background screen fee \$14.00

International Background Screens: Member will be responsible for any additional charges above the \$14.00 Fee.

Florida Region Refund Policy - Applies to Region Membership Fee Only

Youth, Local, Summer Junior Player, Florida Tryout, Outdoor, Background Screening & Processing Fees are Non-Refundable

No refunds will be issued when an entire USA Volleyball membership season and/or any portion thereof is canceled or interrupted for any reason.

The Florida Region reserves the right to make exceptions to their refund policy at its sole discretion.

All refund request should be emailed to: membership@floridavolleyball.org

Days from Initial Registration

Date	% of Refund
0-15	75%
16-30	50%
31 +	0%

*Fees - Processing fee will apply

**Limited Memberships are not rosterable

*** Benefits of each membership.

1 - Full Year Membership, USAV Indoor Rules Book (Every two years), Secondary Insurance, (Not eligible for National competition)

2 - Full Year Membership, Indoor Rules Book (Every two years), Secondary Insurance, Eligible for National Competition

3 - Full Year Membership, Secondary Insurance

4 - Membership valid for Local tournament play (Sept - May) Secondary Insurance

5 - Limited Membership valid for Outdoor Programming Only, including Nationally Sanctioned Outdoor events and National Outdoor Championships, Secondary Insurance

6 - Limited Membership valid for Indoor Jr. Tryouts & Camps prior to September 1st, Secondary Insurance

Florida Region of USA Volleyball, Inc. - 15010 US Highway 441 - Eustis, FL 32726

Tel: 352-742-0080 - Fax: 352-414-5304 - Web: www.FloridaVolleyball.org - E-Mail: membership@FloridaVolleyball.org



Florida Region Membership Verification for Junior Athletes

Due to increased participation of youth/junior athletes relocating to Florida from an outside federation, including Puerto Rico (PUR), the Florida Region has prepared this document to ensure that Florida Region clubs are following FIVB/USAV policy on athlete eligibility. Note: FIVB restricts athletes from being affiliated with more than one National Volleyball Federation at any given time.

Youth/junior athletes must meet the below requirements to be official members of the Florida Region of USA Volleyball:

- Parent or legal guardian must have a permanent/physical address residing within the Florida Region. (A PO Box will not meet this requirement)
- Junior athlete must be enrolled in a Florida school within the Florida Region at the time a Florida Region membership is purchased.

The Florida Region may request any/all of the below required documents as proof of Florida Region residency for an athlete coming from any other federation, including PUR:

- Proof of residency by parent of athlete. Must provide one of the following documents:
 - Current Florida Driver's License
 - Signed lease agreement or proof of mortgage
 - Utility or phone bill with address in FL Region
 - Any other government issued document as requested
- Proof of enrollment in a Florida school. Must provide one of the following:
 - Most recent report card from a Florida school
 - Enrollment verification in a Florida school at the time a Florida Region membership is purchased

Note: Legal guardian may also provide documentation above but must also include legal documentation proving guardianship for junior athlete.

Any youth/junior athlete that is currently attending school and playing club in/for another federation is not eligible to become a member of the Florida Region.

If it is found that the athlete has purchased a USAV membership but is unable to provide documents requested above, their USAV membership will be placed on Region Hold and they will be unable to participate in any USAV sanctioned events. No refunds will be available for these memberships.

If an ineligible youth/junior athlete participates in a USAV sanctioned event in the Florida Region, the athlete and club will be subject to sanctions & penalties as outlined in the USAV Championship Manual.



Secondary Sport Accident – Summary of Coverage

Foreign Participants (non-USA residents) Competing in Sanctioned USA Volleyball Events

Insurer: QBE Insurance Corporation
Claims Administrator: A-G Administrators, LLC

What is covered?

Accidental injury that occurs while participating in USA Volleyball sanctioned events

Who is covered?

All foreign participants (non-USA residents) who complete and sign the registration form and pay the foreign participant insurance fee. This is a requirement for participation in a sanctioned event.

What are the benefits?

Excess Accident Medical – \$25,000 maximum per injury

Coverage will consider the usual and customary expense for medically necessary care received at a hospital or provided by a licensed practitioner.

Accidental Death & Dismemberment - \$10,000 principal sum

Coverage will pay \$10,000 for the accidental loss of life and \$2,500, \$5,000 or \$10,000 (depending on loss type) for covered incidents resulting in accidental dismemberment. Loss must occur within one (1) year after the accident.

Is there a deductible?

Yes. The deductible for USA Volleyball's accident medical coverage is \$250. This means that the injured person must pay the first \$250 of the medical bill.

Does the policy have any restrictions?

- For coverage to apply, the injury must be reported immediately to an official.
- Claims must be filed within 90 days of treatment.
- The policy provides coverage against loss in excess of coverage provided under other valid and collectible medical insurance.
- See policy for specific exclusions.

What is not covered?

- Illness or Sickness, Disease
- Re-injury and/or Pre-Existing Conditions
- Injuries caused by wear and tear of overuse, such as tendonitis, bursitis or stress fractures
- Injuries occurring elsewhere than the premises designated for competition
- Suicide or Attempted Suicide
- Fighting, unless as an innocent victim
- Hernias, in any form
- Non-prescription drugs
- Expenses incurred outside the United States

This is only a general summary of coverage and is not intended to attempt to describe all of the plan provisions. Actual coverages are detailed in the policy and are subject to the conditions contained therein.

GENERAL LIABILITY INSURANCE SUMMARY

EFFECTIVE DATES: September 1, 2024 – September 1, 2025
CARRIER: Accredited Surety and Casualty Company

GENERAL LIABILITY COVERAGE SUMMARY

The USAV General Liability insurance program provides legal liability coverage for the Named Insureds (listed below) with respect to claims brought by third parties alleging bodily injury, property damage or personal & advertising injury caused by the negligent acts or omissions of the Named Insureds in connection with Sanctioned or Approved Events (see definition below).

NAMED INSUREDS:

USA Volleyball (“USAV”)
USA Volleyball Foundation
USAV Regional Volleyball Associations (“RVAs”) while acting on behalf of USAV.

USAV registered clubs, but only with respect to Sanctioned or Approved events.

USAV registered coaches, trainers, athletes and officials, while acting in their capacity as such, but only with respect to activities sanctioned or approved by USAV or the RVA. Registered officials are those who have successfully completed the USAV official’s certification program.

Event organizers/promoters/event managers while acting in their capacity as such, but only with respect to events sanctioned and approved by USAV or the RVA.

Key Definitions:

“Registered”: Having a current validly completed and executed individual membership form with USA Volleyball (“USAV”) and/or the Regional Volleyball Association (“RVA”).

“Sanctioned or Approved” Event(s): An event USA Volleyball and a Regional Volleyball Association (RVA) has approved or sanctioned as a USA Volleyball event. Events include, but are not limited to, team competitions, practices, sports clinics, or fundraisers conducted or attended as a part of a Sanctioned or Approved Event (including any pre-event setup, the management and operation of the event itself and post-event tear down). For sanctioning to apply, the event must be conducted in accordance with USAV/RVA rules and regulations, SafeSport requirements, membership requirements, waiver requirements, etc.

**No coverage will apply for RVAs and RVA clubs for events conducted in which all participants are not registered with USAV, except for non-sanctioned fundraising activities, and sanctioned events with foreign players who are registered with USAV and/or the RVA for that event or events.*

ADDITIONAL INSUREDS:

Other parties may be included as Additional Insureds under the USAV General Liability insurance program as required by written contract or agreement with respect to Sanctioned or Approved Events.

GENERAL LIABILITY LIMITS OF INSURANCE:

Each Occurrence*	\$2,000,000
General Aggregate (other than Products-Completed Operations)*	\$4,000,000 Per Event
Total Policy Aggregate Cap	\$15,000,000
Products-Completed Operations	\$2,000,000
Damage to Premises Rented To You (30 consecutive days or less)	\$2,000,000 Any One Premises (subject to a \$5,000 deductible per claim)
Medical Expense Limit	Excluded (<i>provided by Participant Accident policy</i>)
Participant Legal Liability	Included in Each Occurrence and General Aggregate policy limits
Abuse-Molestation	\$2,000,000 Each Occurrence \$4,000,000 Aggregate
Non-Owned Sports Equipment in your Care, Custody or Control	\$5,000 Per Occurrence \$25,000 Aggregate Subject to a \$1,000 deductible per claim

* The Umbrella/Excess Liability policies provide an additional \$6,000,000 each occurrence and \$6,000,000 General Aggregate (Per Event) excess of, and on a following form basis to, the primary General Liability limits of coverage except for a sublimit of the Abuse & Molestation coverage at \$3,000,000. The aggregate limit for the Umbrella/Excess Liability policies applies for each Sanctioned or Approved Event with a Total Policy Aggregate Cap of \$15,000,000.

KEY GENERAL LIABILITY COVERAGES:

The USA Volleyball General Liability policy provides coverage for those sums that the Named Insureds become legally obligated to pay as damages because of claims brought by third parties alleging bodily injury, property damage, personal or advertising injury caused by the acts or omissions of the Named Insureds in connection with Sanctioned or Approved events. Key coverage elements include the following:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging Bodily Injury caused by the negligent acts or omissions of the Named Insureds. "Bodily Injury" includes bodily injury, mental anguish, emotional distress, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any bodily injury, sickness or disease. Coverage is included for the use of "reasonable force to protect persons or property."

Premises Liability: protects against liability for Bodily Injury caused by failure to maintain safe, secure and properly maintained premises. Slip-and-fall and trip-and-fall accidents are the most common premises liability claims.

Participant Legal Liability (for participants in athletic or sports activities): provides coverage for claims brought by "participants" (such as players, coaches, officials and volunteers) in any Sanctioned or Approved Event.

Spectator Liability – provides coverage for claims brought by spectators attending any Sanctioned or Approved Events. Common claim scenarios include slip-and-fall claims, hit by object (such as a volleyball), etc.

Damage to Premises Rented to You (i.e. Named Insureds): provides coverage for damage to premises (including the contents of such premises) rented to the Named Insureds for use in connection with any Sanctioned or Approved Event. Coverage is subject to a \$2,000,000 limit and only applies to premises rented for a period of 30 consecutive days or less. This coverage is excess insurance over any part of any other insurance that provides coverage for property damage to said premises.

Personal & Advertising Injury Liability: protects the Named Insureds against injury, other than bodily injury, arising out of libel, slander, defamation of character, invasion of privacy, wrongful eviction, wrongful entry, false arrest, wrongful detention or imprisonment, malicious prosecution, misappropriation of advertising ideas or style of doing business, or infringement of copyright, title or slogan.

Products Liability: protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold or manufactured by a Named Insured. An example of a products liability claim would include a food poisoning claim from food & beverage concessions sold by a Named Insured at a Sanctioned or Approved Event.

Host Liquor Liability: protects the Named Insureds against liability arising out of the service of alcohol on a complimentary basis during a Sanctioned or Approved Event (such as a function). The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. *[Note: The USA Volleyball General Liability program does NOT provide coverage for liability arising out of the sale of alcoholic beverages. If alcohol is going to be sold during any Sanctioned or Approved Event, the party selling the alcohol or anyone receiving proceeds from the sale of alcohol will need to secure an appropriate liquor license and carry Full Liquor Liability coverage.]*

Incidental Malpractice Liability – protects the Named Insureds for liability arising out of rendering or failure to render certain professional health care services, such as first aid care or “Good Samaritan” medical services rendered in an emergency and for which no remuneration is demanded or received.

[NOTE: A separate Event Medical Professional Liability insurance program is available which provides primary coverage for volunteer or contracted physicians and other healthcare providers providing services in connection with any Sanctioned or Approved Events. Coverage is only provided for USA Volleyball sanctioned events that have submitted the required enrollment form and remitted the required premium to USA Volleyball. Participation in the program is voluntary for each event. For more information, please contact Jennifer Rains at EPIC Entertainment & Sports at 678-904-5305 or 678-324-3300.]

Drug Testing Liability: protects the Named Insureds for liability arising out of any drug testing program sponsored by USA Volleyball, provided the drug testing program is conducted in accordance with the policies and procedures of the United States Olympic & Paralympic Committee (USOPC) Doping Control program and administered by the Anti-Doping Policy of the U.S. Anti-Doping Agency (USADA) and in adherence to any requirements of the World Anti-Doping Agency (WADA) and the Federation International de Volleyball.

Communicable Disease coverage: the policy IS subject to an exclusion for claims alleging that someone contracted COVID-19 (or any other communicable disease) while a participant or spectator at any Sanctioned or Approved Event.

Abuse & Molestation Liability: the policy protects the Named Insureds for liability arising out of any claims alleging sexual abuse or molestation of a minor in the care, custody and control of any Named Insured which first occurred during the policy period. Coverage is included for "Negligent employment" arising out of alleged or actual negligence in the employment, investigation, supervision, training or retention in employment or volunteer status, of any person for whom the Named Insured is or was ever legally responsible for any actual or alleged abusive conduct.

Worldwide Coverage Territory: the policy contemplates coverage for covered claims against a Named Insured arising out of a Sanctioned or Approved Event brought anywhere in the world (with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America).

NOTABLE GENERAL LIABILITY EXCLUSIONS

The USA Volleyball General Liability insurance policy does NOT provide coverage for the following:

- Communicable Disease
- Auto Liability & Physical Damage claims arising out of the ownership, maintenance, use & operation of a vehicle.
- Aircraft Liability claims arising out of the ownership, maintenance, use & operation of an aircraft (including drones).
- Workers' compensation & employer's liability, unemployment compensation or disability benefits law claims.
- Employment Related Practices.
- Liquor Liability arising out of the sale of alcoholic beverages.
- Intentional Acts for bodily injury or property damage expected or intended from the standpoint of a Named Insured (*Note: this exclusion does NOT apply to "bodily injury" resulting from the use of reasonable force to protect persons or property*)
- Player/Athlete vs. Player/Athlete claims for claims or actions brought by one player/athlete against another player/athlete. This exclusion does not preclude coverage for the other Named Insureds.
- Nuclear Energy Liability Exclusion
- Pollution claims arising out of any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- War claims arising out of any loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.
- Asbestos Liability.
- Fungi or Bacteria.
- Lead Contamination.

HOW TO START A NEW JUNIOR'S CLUB (INDOOR or OUTDOOR)

Thank you for your interest in starting a new club with the Florida Region of USA Volleyball. There are several things you should know about being a Club Director before you get started.

Please read the Club Director Code of Ethics, to better understand the policies and procedures of having a USAV Club. (Document is located on Club Directors Page under the MORE tab of the Florida Region website)



Now that you have decided to become a Club with the Florida Region of USA Volleyball, the following information is going to be required to sign up your club:

• **STEP 1 – Club Director Requirements**

- Club Director & Club Administrators must have the following:
 - USAV Membership
 - USAV Background Screen
 - SafeSport Training

• **STEP 2 – Business Requirements**

- Must be registered with IRS and provide EIN# (SS4 Form) unless Sole Proprietorship.
- Must be registered to do business in the State of Florida (sunbiz.org)
 - (You will need to know your Business Type)
 - Sole Proprietorship/DBA
 - For Profit S Corporation
 - For Profit C Corporation
 - Limited Liability Corporation
 - Non-For Profit C Corporation
 - Registered as a Level 3 AAU Club (DBA with State of Florida is still required)
- Club Name must be the same as the Legal Corporate Name unless you file a DBA (Doing Business As) with the Florida Department of State (Sunbiz.org)

• **STEP 3 – Club Requirements**

- You will need to provide a copy of your club handbook that includes the following policies: (Please contact registrar@floridavolleyball.org for copies of sample policies that you may adopt)
 - Club Refund Policy
 - Club Dispute/Grievance
 - Club Release Policy (Must be on one page and have parent signature & date)
 - Required MAAP Policy (Minor Athlete Abuse Prevention Policy) – this policy will be provided by the region for you to add into your handbook. Email: registrar@floridavolleyball.org for a copy
- Club Website must have Florida Region Harassment Policy on HOME page of website. (Minimum size 9 font)
We are a member club of the Florida Region of USA Volleyball. As a player you may stop any unwanted contact from a club representative by simply asking (either verbally or in writing) that all contact cease. Any player believing a club representative of any Florida Region volleyball club has been intimidating, harassing, or acted inappropriately in any manner of contact or recruiting should contact the Florida Region office at (352) 742-0080.
- Club Website must have Club Director name and phone number posted on the home page of website
- If you are a Non-Profit or an AAU Level 3 Club you will be required to purchase Directors & Officers (D&O) Insurance

• **STEP 4 – Once you have all the above completed**

- Go to www.floridavolleyball.org
- Click on For Club Directors! Club Information Page under the More Tab
- Click on Club Application Form Button
- Fill out form and Submit
- You will then be prompted for payment (Note: Applications cannot be processed until payment is received)

Important Note: All new Indoor Club Directors are required to attend the New Club Director Meeting. The meeting takes place in November of each year. This is a **MANDATORY** meeting for the all new Club Directors. (The dates and times will be posted on the Florida Region website: www.FloridaVolleyball.org)

New clubs should read through the page entitled "For Club Directors" for additional information. Questions can be directed to the Florida Region office. Tel: (352) 742-0080 or registrar@FloridaVolleyball.org

FLORIDA REGION OF USA VOLLEYBALL

Club Seal Program for Junior Clubs in Florida



GOLD SEAL REQUIREMENTS

1. Must be a current Florida Region club in good standing
2. All adult staff must be SafeSport trained
3. Club will ensure that all youth/junior volleyball coaches in their club register with USAV and pass a USAV background screen prior to participating with any athletes
4. Club will ensure that all youth/junior coaches are USAV IMPACT certified at a minimum.
5. Must comply with the Club Director Code of Ethics
6. Must post the Spectator/Parent Code of Conduct in all practice facilities
7. All Club Leadership must complete Club renewal application and personal USAV membership, background screen and complete required SafeSport training course by August 22nd each season.
8. Not have any Incident Review findings against the club for a two year period
9. Not have received any Notices of Infraction for a two year period
10. Not be on probation or suspension (Club or Club Director)
11. Must post the Harassment Policy on home page of club website.

GOLD SEAL BENEFITS

1. Club will be able to post the Gold Seal logo on the club website and any/all club literature during the year it is applicable.
2. Recognition of Gold Seal will be posted on the Club Directory page.
3. Club will be featured in the monthly Vol-e News Newsletter.
4. Club is eligible for drawing giveaways from the Florida Region of USA Volleyball. The drawing will be held on Thursday, January 23rd, 2025 on a Facebook live (@floridaregion) at 4pm.

Prizes available:

- Two winners will receive six Molten Super Touch volleyballs and a Molten ball bag (\$550 value each)
- One winner will receive FREE team entry to ASICS Florida Volleyball Challenge in the regional division (\$500 value)
- Two winners will get their club registration reimbursed (\$100 value each)





Florida Region of USA Volleyball

CLUB DIRECTOR CODE OF ETHICS

IMPORTANT NOTICE – ALL JUNIOR CLUB DIRECTORS ARE REQUIRED TO READ, AGREE, AND COMPLY WITH THE FOLLOWING PRINCIPLES FOR THEIR RESPECTIVE JUNIOR CLUB TO BE IN “GOOD STANDING” AND TO BE AFFORDED THE RIGHTS AND PRIVILIGES AVAILABLE TO JUNIOR VOLLEYBALL CLUBS IN THE FLORIDA REGION.

PREAMBLE: The primary mission of the Florida Region of USA Volleyball is to aggressively promote the sport of volleyball throughout Florida and create playing opportunities for players of all ages. We require a safe and secure environment for our junior players and therefore require all adults affiliated with a junior volleyball program to be fully registered, IMPACT certified, and background screened prior to participating in any USAV sanctioned activities. We expect all adults affiliated with junior volleyball players to conduct themselves in a respectful and honorable fashion and we extend that same expectation to Club Directors to enforce with their coaches, chaperones, and volunteers. We desire for all members to abide by our core values: integrity, teamwork, leadership, dedication, vision, growth, and fun. We believe that volleyball is a lifetime sport that creates a lifetime of friendships.

PRINCIPLE 1 – REGION GUIDELINES:

- 1.1 I agree to abide by all Florida Region policies, procedures, rules, and guidelines posted in the Consolidated Corporate Documents.
- 1.2 I agree to be fully registered and background screened while representing any USAV junior volleyball club.
- 1.3 I agree to require all USAV members to register themselves using the USA Volleyball Membership Management system. I understand that Club Directors and/or Club Administrators may not register other members due to legal waiver and liability requirements.
- 1.4 I agree to not allow others to use my SportsEngine HQ login information. I understand that only authorized club administrators may access the data in the SportsEngine HQ system.
- 1.5 I agree to annually renew my club’s information prior to the region’s posted deadline.
- 1.6 I agree to require all juniors participating in any USAV sanctioned activities with my junior volleyball club to be fully registered in the USA Volleyball Membership Management system.
- 1.7 I agree to require all adults affiliated with my junior volleyball club to be registered and background screened, and their SafeSport training completed prior to participating in any USAV sanctioned activities.
- 1.8 I agree to require all junior club coaches in my club to complete the USAV Coaches Code of Ethics and to be IMPACT certified at a minimum.
- 1.9 I agree to sanction all activities with the Florida Region office involving USAV members.
- 1.10 I agree to only place players with a current USAV membership and coaches with a current USAV membership & USAV approved background screen and SafeSport training completed on a USAV team roster for my club.
- 1.11 I agree to have a club handbook outlining my club’s programs and services along with my club’s fees at a minimum. I understand that the Florida Region highly recommends a written agreement between the club and every participating family that outlines the expectations of both parties.

Florida Region of USA Volleyball, Inc. – 15010 US Highway 441 – Eustis, FL 32726

Steve Bishop, Executive Director/President – Mary Andrew, Board Chair

Tel: (352) 742-0080 – Fax: (352) 414-5304 – Web: www.FloridaVolleyball.org



From the Office of the Executive Director

ATHLETE AFFILIATIONS, RELEASES, & TRANSFERS FOR INDOOR JUNIOR CLUBS

July 21, 2022

The Florida Region of USA Volleyball, incorporated in 1982, has a long history of providing comprehensive training and competition for our members. The mission of the corporation is to provide competitive playing opportunities for players of all ages. Our board of directors and staff work diligently towards this goal with every program offered throughout the region.

From time to time unique situations arise that highlight the need for clarification of Florida Region policies. In light of continuing activities, we are preparing this official statement to highlight the current policies of the Florida Region as they apply to club affiliation, player releases and transfers.

As a policy matter, the Florida Region requires all interested parties to become familiar and abide by the following:

- Club Directors have agreed to abide by the Florida Region Club Director Code of Ethics.
- Coaches have agreed to abide by the USAV Jr. Personnel Code of Ethics.
- Parents/Spectators must abide by the Florida Region Spectator/Parent Code of Conduct when attending any USAV sanctioned event.
- Officials have agreed to abide by the Florida Region Good Standing policy.

The policy and standard practice of the Florida Region regarding player releases and transfers for junior athletes is as follows:

1. Athletes interested in participating in any USAV sanctioned activities in the Florida Region (tryouts, camps, clinics, scrimmages, tournaments, leagues, etc.) must be a current member of the Florida Region. It is recommended that all junior athletes joining or renewing with the Florida Region choose a club only when they are ready to commit to a specific junior club for an entire season.
2. During the tryout process, junior athletes may try out for as many clubs as desired to become familiar with the various playing options available in their respective areas. The Florida Region recommends that junior athletes attend multiple tryouts each season prior to selecting a junior club.
3. Athletes may officially accept a club's digital invitation and commit to a USAV Club in Florida beginning on September 1st of each year.

4. Once a junior athlete has selected the club of their choice, they must accept the digital club invitation sent by the club in their SportsEngine Profile. (Once an athlete accepts a digital club invitation, they will only be able to transfer to another USAV club after obtaining a written release from the club they wish to depart). Note: During the membership purchase process, each junior member (or their parent/guardian) will have agreed to the Florida Region Athlete Club Commitment Agreement.
5. In addition to accepting a club's digital invitation listed above in item 4, athletes and their families may be required by the junior club to also execute a player/parent agreement to join a specific club. This is not a requirement of the Florida Region, but it is recommended to assist the club and family with outlining the rights and responsibilities of both parties. (Note: The Florida Region cautions families to carefully review any agreements presented by a club prior to affixing their signature. Additionally, in any matter that may be unclear, the Florida Region suggests that the family in question seek legal counsel prior to executing said agreement. Finally, the Florida Region highly recommends that each family request and receive a copy of the executed agreement for their personal records.)
6. If an athlete/family decides to depart a junior club during the respective season, the following steps must take place:
 - a. Transfer policy: There are no transfers allowed in the Florida Region without extenuating circumstances. A player can represent only one club during the Season. A change in geographical location of the family due to a change in job, military, scholastic or inner-collegiate status may receive special consideration. No player may participate in different Qualifying events with different clubs/teams.
 - b. Release Policy: The athlete/family in question must submit a written request for release to the Club Director (to the club's email address) and to the Florida Region at membership@FloridaVolleyball.org stating the reason for the request. (Note: Club Directors will be required to respond to the Florida Region office within 5 calendar days of the date that the Florida Region sends inquiry for release to indicate the club's intention. Failure to respond in the time allotted will allow the athlete in question to be released in the USAV Membership Management System and the Florida Region will be absolved of any liability for releasing the athlete. Any outstanding financial obligations between the family and the club must be resolved between the related parties.)
 - It is important to note that all junior clubs in the Florida Region are required to have a written Club Release Policy on file with the Florida Region office to address what steps are required by each club to facilitate a club release once the season begins.
 - c. No releases will be completed without written release from the current club director(s) of the club that is listed on the athlete's USAV membership card. The Florida Region will not release or transfer a junior athlete until the written release is received by the Florida Region office.
 - Note 1: In the event that a club elects not to release an athlete, but is unable to provide proof of any of the following: a. A spot on an age-appropriate team with at least 6 athletes and a USAV qualified coach b. A team that is accepted into at least two USAV sanctioned tournaments c. A team that holds active practices for the team, the athlete will be released without the requirement of a written release from the USAV club so that they may get the full benefits of their USAV membership. Note: Clubs must provide verifiable proof to the

Florida Region office within 3 business days of the request. Note: All personal business/legal commitments made between the club and the family will remain the responsibility of the related parties. The Florida Region will not be responsible for enforcing private agreements.

- Note 2: Additionally, in the event that a junior athlete relocates more than 100 miles from the sanctioned practice location of their previous club or outside of the Florida Region during the season in question, the Florida Region may release and transfer a junior athlete without following the two steps listed above in “a” and “b”. Proof of residency must be provided by the family at the time of the release/transfer request with the Florida Region.

- d. Current memberships may not be cancelled to bypass the release requirements.
- e. Once an athlete has participated in a National or Regional Qualifier Event they may not be released for the remainder of the season to another club.

7. Once a written release is received and granted by the Florida Region, the junior athlete in question will be removed from the previous club in the member management system and the athlete may then accept a new digital club invitation from the club of their choice for the remainder of the season.

8. If a family elects to breach their agreement with a USAV club, the family will be responsible for any/all legal action initiated by the club regarding the matter. The Florida Region cannot get involved other than to provide any supporting documentation requested by the attorney(s) of the interested parties. Additionally, without a formal written release the junior athlete will be prohibited from being rostered with another USAV team during the same season, unless the junior athlete relocates outside of the District or the Florida Region.

9. Please see Appendix A incorporated in this document regarding club transfers for 18U Girls Juniors.

It is the desire of the Florida Region for all interested parties involved in a player release and transfer situation to arrive at a mutually beneficial resolution. In the event that a timely resolution cannot be reached, the Florida Region will consistently enforce the policies and standard practices listed above. The Florida Region cannot legally interfere with a private business agreement between a family and a club once executed. If a dispute arises by virtue of a non-release situation, the Florida Region may provide assistance to the degree that it is agreeable by both parties. Once the process stalls, it is advisable for both parties to seek legal counsel to arrive at a resolution of the matter.

We stand available to assist all members of the Florida Region. Our hope is that this Official Statement will educate and offer guidance to all Florida Region members regarding player affiliations, releases, and transfers.

Respectfully submitted,



Steve Bishop
Executive Director/President

Revised: May 18, 2021

Appendix A

Florida Region of USA Volleyball Club Transfer Flow Chart (18U Indoor)

Please use the questions below to determine if you have an athlete (that is 18 or turning 18 this year) that would be eligible for a club transfer.

**If eligible for a transfer the athlete still needs to follow the release requirements, requesting a release from their current club. The Florida Region sets the policy for club transfers. The clubs involved determine the criteria for a club release & acceptance.

1 – Has the athlete participated in a USAV qualifier?

1a – If no, the athlete is eligible for a transfer**

1b – If yes, go to **#2**

2 – Is the athlete 18U **and** a senior in high school?

2a – If no, the athlete is **not** eligible for a transfer

2b – If yes, go to **#3**

3 – Has the Girls' 18s USAV National Championship concluded?

3a – If yes, the athlete is eligible for a transfer**

3b – If no, the athlete is **not** eligible for a transfer

USAV CLUB DIRECTORS & OFFICERS (D&O) PROGRAM

****Program premium, terms and conditions are effective as of 11/1/2023.***

EPIC, in conjunction with the national office of USA Volleyball, has developed a special Not-For-Profit Directors and Officers Liability program for the Boards of Directors of the **member clubs** of USA Volleyball. EPIC has negotiated a program offering broad protection at very competitive rates. We endorse and sponsor this program and have negotiated coverage that is customized for our local and regional organizations. An online platform (<https://sports.epicbrokers.com/usavolleyball>) has been created to make the application and payment process easy and quick.

To summarize the program briefly, a \$1,000,000 limit of protection may be purchased by each individual Club to include all directors, officers, employees, and volunteers of that Club for **\$550*** annually. An optional limit of \$2,000,000 is available through this program for the annual premium of **\$850***. A credit card processing fee also applies. Eligibility for this program is subject to meeting specific criteria including: 1) your club is a not for profit organization 2) having no prior or pending loss activity 3) gross receipts are under \$1,000,000, and 4) having no more than 5 paid employees. If your organization does not meet the above criteria, the online program and premiums will not be available. Instead, coverage may be applied for using a paper application for underwriting consideration and individual pricing.

All Directors & Officers liability program policies have a November 1st effective and expiration date. For any club enrolling mid-year, a pro-rata premium will be charged subject to a minimum premium of \$100.

We highly encourage each Club to purchase this insurance protection. You can do so by accessing the website and following the link entitled, "Club Directors and Officers Coverage" or by visiting <https://sports.epicbrokers.com/usavolleyball>. You will find additional details about this important coverage on this webpage including a summary of insurance detailing key policy terms and conditions.

We hope that the majority of USAV Clubs will participate this year. If you have not purchased this coverage in the past, you will be filling a major gap in your insurance program by purchasing this coverage.

For questions related to the Club Directors & Officers Liability Program, please contact Jennifer Rains at 678-904-5305 or Jennifer.Rains@epicbrokers.com.

Additional contact information is as follows: Tel. 678-324-3300 or email Sports@EPICBrokers.com.

****Regional Directors & Officer Liability coverage is placed separately by USA Volleyball's National Office. If you have questions regarding the RVA D&O coverage, please contact Jennifer Rains for additional details at Jennifer.Rains@EPICBrokers.com or 678-904-5305.*

Understanding Directors and Officers Liability

The following information is offered to help understand the coverage. However, in order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

What is Association Liability Insurance?

Association Liability Insurance is a form of errors and omissions coverage for the managers of an organization's affairs and others who, while acting in their capacity as directors, officers, employees or volunteers of the organization, function in various roles to achieve the objectives of the organization.

It is similar in nature to policies maintained by or for the benefit of other professionals, such as lawyers, accountants, doctors, etc. Coverage is triggered by a claim made against a director, officer, employee or volunteer alleging that while they were acting in their capacity as such, they did or failed to do something (committed what the policy calls a Wrongful Act) for which they should be held personally accountable. Coverage also extends to the organization if named as a defendant in a lawsuit.

If I am sued, what financial protection do I have?

There are two methods by which the organization can provide financial protection to its directors, officers, employees, and volunteers: indemnification and insurance. Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. Additionally, the organization may not have sufficient financial resources with which to pay the losses and defense expenses. This is why most nonprofit organizations purchase Association Liability insurance.

Why do claims arise?

The law provides that under given circumstances, directors, officers, employees and/or volunteers can be held personally accountable for their actions. These individuals can be held accountable for failing to act in accordance with the high standard of conduct commensurate with the duties owed to their constituents.

Who brings these suits?

Potential claimants include:

- Employees - allegations may include wrongful termination, discrimination, or sexual harassment
- Volunteers - allegations may include failure to supervise others' activities which resulted in harm to the volunteer
- Members (players) and/or their parents - allegations may include failure to properly supervise, discrimination, denial of credentialing, sexual harassment, or any other dispute in which the member (player) believes caused harm to him or her
- Competing clubs - allegations may include libel and slander or unfair trade practices
- Organization - allegations may include breach of your duty of care
- Outsiders - outside third parties who transact business or otherwise deal with the organization may assert a claim against a director and/or officer if such outsider has been personally and directly harmed by the wrongdoing

Who is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Past, present, and future directors, officers, employees and volunteers are covered for the reasonable costs of defending themselves against claims alleging a wrongful act, as well as the personal liabilities that they incur for their acts. Additionally, the organization is covered to the degree that it can or may be permitted to indemnify its directors, officers, employees and volunteers and for its direct obligations.

WHAT is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Association Liability insurance protection revolves around the term "wrongful act," which basically means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty while acting in your capacity as a director, officer, employee or volunteer and on behalf of your organization.

What is NOT typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Here are sample exclusions:

- An adjudication of gaining illegal personal profit or advantage
- An adjudication of a criminal, fraudulent or dishonest act
- **For bodily injury or property damage**
- Alleging or arising from responsibilities and obligations imposed by the Employee Retirement Income Securities Act of 1974 (ERISA), the Fair Labor Standards Act (Except the Equal Pay Act), the National Labor Relations Act, and other similar federal, state or local statutory law
- Alleging or arising from obligations pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law
- Arising from pollution or contamination
- Brought by one Insured against another Insured, except for derivative claims or employment practices claims
- Insured under a policy previously in force
- Alleging or arising from professional services performed for others
- Arising from pending or prior litigation (as of the date of the first policy purchased)
- Alleging or arising from an express or implied contract, except for employment practices claims
- Arising out of circumstances which at the inception date of the policy any director, officer, employee or volunteer should have recognized as having the potential for claim

This list is not exhaustive but does contain many of the exclusions relied upon by the insurer to circumscribe the coverage. It is important to review the actual policy for specific language and terms.

How much protection is being offered?

There are two options for policy limits of liability: \$1 million and \$2 million and are available to respond for defense expenses and expenses of a claim and amounts paid to respond for the liability (damages, judgments and settlements).

Defense fees and expenses are payable **outside the limits of liability**. The limits of liability are provided on an annual aggregate basis for all claims against all directors, officers, employees, volunteers and the organization.

What is the deductible ("retention") amount?

If protected individuals are held personally liable and no indemnification is available from the organization, the individuals have no deductible or retention amount that they are responsible for under a covered claim. However, if the organization is held liable or if it is able to indemnify the individuals named in a suit, the retention amount is \$500.

What does "Claims Made" policy mean?

Association Liability insurance is offered on a "claims made" basis, which means that claims must be made and reported during the policy period. Individuals should be certain that adequate reporting mechanisms and oversight responsibilities exist for this purpose.

Myths Regarding Personal Liability

The following information is offered to help understand exposure related to the Association Liability coverage. It should be noted that the precise coverage afforded is subject to the terms, conditions and policy as issued.

Myth

We don't need to purchase insurance to protect our personal assets.

Reality

These are the facts:

Nonprofit organizations are not immune from costly litigation.

- Nonprofit organizations are being sued more often and from more sources, despite laws in most states that limit the liability of nonprofit directors and officers.
- Employment related suits for such things as harassment and wrongful termination are at an all-time high, especially since enactment of the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1992.
- Directors and officers are subject to the duties of diligence, obedience, and loyalty and can be sued for negligence in the performance of those duties.
- A claim could threaten the personal assets of directors, officers, and trustees.
- The financial burden of defending a suite against directors, officers, employees or volunteers can drain a nonprofit organization's badly needed resources.
- Nonprofit organizations are often seen as "deep pockets" despite low asset levels.

Myth

I can't be held personally liable for my actions associated with this organization.

Reality

Since 1985, several states have enacted statutes which purport to eliminate or limit certain types of nonprofit directors and officers liability exposure. These statutes vary greatly and require close examination to determine their true benefit. None of the statutes create absolute immunity for the directors and officers. For example, none of the statutes impact any liability based upon a federal statute or rule. Many of the statutes expressly do not apply to a breach of the duty of loyalty, which is perhaps the most frequently asserted claim against nonprofit directors and officers. Even if a liability limitation applies, the directors and officers may still be subjected to defending the claim and funding the costs associated with that defense.

Myth

No one will sue me. I am a volunteer for a nonprofit organization. Even if a lawsuit were to arise, it will be against the Organization, not me.

Reality

History proves that directors, officers, employees and volunteers of nonprofit organizations are individually sued across the country. Suits alleging discrimination, wrongful termination, harassment, or false accreditation are not uncommon.

Myth

We purchase General Liability Insurance which protects me for any personal liability if I am individually sued.

Reality

General Liability Insurance can protect the assets of your organization when it is sued for doing (or not doing) something that results in bodily injury or property damage. This type of insurance does not provide protection for lawsuits brought against the directors, officers, employees or volunteers or the organization directly for failure to properly perform your duties as such.

Myth

My personal homeowner's insurance policy will provide protection for me if I am personally sued.

Reality

Although a personal homeowner's insurance policy can provide protection for lawsuits brought against you, most specifically exclude coverage for activities relating to your voluntary service or serving on the board of an organization. This exclusion would apply to any act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the organization.

Myth

Our organization and its directors, officers, employees and volunteers are already protected under our national association's liability program.

Reality

Although some national associations purchase an Association Liability Insurance Policy, it does not always extend protection to regions, local associations, or member clubs.

Myth

My organization will pay for any lawsuits brought against the directors, officers, employees, and volunteers personally, or against the organization itself. It will indemnify (cover) me if I am personally sued.

Reality

Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. For example, indemnification may not be available to the director and officer for the following reasons:

1. The organization may become insolvent or may not have sufficient resources to pay the losses and expenses incurred by the directors and officers.
2. Either the applicable law or the corporation's internal indemnification provisions may be modified to limit or prohibit the expected indemnification.
3. The composition or attitude of the organization's board of directors may change so that the board is no longer sympathetic to the prior officer or director and thus does not make the necessary determinations to authorize the indemnification.
4. As a matter of policy, the organization may deem inappropriate to use contributed funds for such indemnification.
5. Because of public policy considerations and statutory limitations, some claims may be insurable but not indemnifiable.

Association Liability insurance (Directors & Officers Liability insurance) can help provide protection to the directors, officers, employees, and volunteers for all of these non-indemnifiable exposures and thus can offer a more comprehensive financial protection program for these individuals.

Myth

This type of insurance is too expensive, complicated and cumbersome to purchase.

Reality

Purchasing Association Liability insurance for USAV Clubs to protect directors, officers, employees, volunteers and the Organization itself couldn't be easier or less expensive. By simply completing a short electronic application for coverage and processing payment terms via <https://sports.epicbrokers.com/usavolleyball>, your Organization can purchase protection for its directors, officers, employees, volunteers and the Organization itself if named in a suit. If your total gross annual receipts are less than \$1,000,000, the total annual premium for a \$1,000,000 limit of liability (which is shared by all covered parties) is only \$550 and a \$2,000,000 limit of liability is only \$850. This amount provides protection for all directors, officers, employees, volunteers, and the Organization.

Hypothetical Claim Examples

The following information is offered to illustrate possible allegations which could be made against a non-profit sports club. In order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

Employment Claims

Hypothetical: Employee/volunteer is terminated and files suit alleging wrongful discharge or discrimination based upon the sex, race or age of the employee/volunteer.

Hypothetical: Allegations are made that the club's Board refuses to appoint a minority as a director thereby causing damage to the person.

Hypothetical: Volunteer coach files suit alleging the directors and officers wrongfully denied his request to volunteer based on rumors that he had previously been convicted of child molestation charges, which were false.

Third Party Discrimination Claims

Hypothetical: Member (player) files suit alleging discrimination after being suspended from a game shortly after the directors learn of his involvement in an armed robbery.

Hypothetical: Member (player) files suit alleging age discrimination alleging a volunteer/employee wrongfully denied a younger member's request to participate in an older member age group.

Sexual Harassment Claims

Hypothetical: Member (player), employee, or volunteer files suit alleging the coach sexually imposed upon her and that the board members were negligent in the selection of the coach and in failing to supervise his activities.

Credentialing Claims

Hypothetical: Members (players) file suit alleging the Board wrongfully denied the requested credentialing unfairly and improperly.

Defamation Claims

Hypothetical: A competing club files suit alleging the Board allowed materials to be distributed that libeled or slandered the club as a result of the communications by the organization and its directors and officers.

Breach of Duty of Loyalty Claims

Hypothetical: Director, officer, employee or volunteer is sued for allegedly using the organization as a business conduit to benefit himself.

Breach of Duty of Care Claims

Hypothetical: Directors are sued for furnishing goods, services and facilities to a person disqualified under applicable law or bylaws from receiving those goods, services and facilities. **Failure to Supervise Claims**

Hypothetical: Directors are sued for failing to conduct routine audits and failing to supervise the Treasurer once it discovers a dramatic shortfall in its bank account.



Florida Region of USA Volleyball Event Sanctions - New Tiered Event Options (INDOOR)

The Florida Region of USA Volleyball will be implementing a tiered event option system to give tournament and event directors more freedom to deliver an event that suits their target market. Each level will have specific benefits and requirements. This applies to tournaments, pre-season tournaments, power leagues, camps, clinics, scrimmages, leagues, and tryouts.

Overview of Levels:

Level I: Regional Events, WILL receive Regional Ranking Points

Level II: Local Events, WILL receive Local Ranking Points

Level III: Power Leagues/Scrimmages; No ranking points

Level IV: Practices/Tryouts/Clinics; No ranking points

LEVEL ONE

- **Definition**
 - A level one event applies to a tournament in which teams receive regional ranking points.
- **Benefits**
 - Event will reward ranking points to all participating teams
 - Event will have access to the Florida Region Official's Assignor
 - Event will be listed on the Florida Region of USA Volleyball Indoor Event Schedule
- **Requirements**
 - Event will remit a \$35 sanction fee then a \$7 per team sanction payment (less the \$35 fee)
 - Event will follow all USAV DCR rules and regulations
 - Event will accept teams on a first come, first serve basis once all tournament entry requirements are met
 - Event will meet all requirements of the Florida Region Tournament Director Checklist
 - Event must comply with all USAV sanctioned event rules

LEVEL TWO

- **Definition**
 - A level two event applies to a tournament in which all athletes on a team have only the Florida Region Local Membership.
 - Level two will receive local ranking points at 50% of the Level I Regional Rankings. one events.
 - Level two events and local teams will be listed on a separate FL Region Ranking Report.
- **Benefits**
 - Event will reward local ranking points to all participating teams
 - Event will have access to the Florida Region Official's Assignor
 - Event will be listed on the Florida Region of USA Volleyball Indoor Event Schedule and noted as Level Two.

- **Requirements**
 - Event will remit a \$35 sanction fee then a \$5 per team sanction payment (less the \$35 fee) **NOTE: During the 22/23 season, this fee will be waived for Level Two events**
 - Event will follow all USAV DCR rules and regulations
 - Event will accept teams on a first come, first serve basis once all tournament entry requirements are met
 - Event will meet all requirements of the Florida Region Tournament Director Checklist
 - Event must comply with all USAV sanctioned event rules, unless a waiver is granted

LEVEL THREE

- **Definition**
 - A level three event applies to a tournament in which teams DO NOT receive regional ranking points. Level three events also include pre-season tournaments and power leagues.
- **Benefits**
 - Event will not reward ranking points
 - Event will have access to the Florida Region Official's Assignor
 - Event will be listed on the Florida Region of USA Volleyball Indoor Event Schedule
 - Event can request a tournament only uniform waiver in advanced of the event
- **Requirements**
 - Event will remit a \$35 sanction fee then a \$5 per team sanction payment (less the \$35 fee)
 - Event will meet all requirements of the Florida Region Tournament Director Checklist
 - Event must comply with all USAV sanctioned event rules unless otherwise stated above

LEVEL FOUR

- **Definition**
 - A level four event applies to camps, clinics, two-club scrimmages, leagues, and tryouts
- **Benefits**
 - Event will not reward ranking points
 - USAV uniform rules do not apply
 - No sanction fees apply
- **Requirements**
 - Event must comply with all USAV sanctioned event rules unless otherwise stated above

ADDITIONAL NOTES

- If an event director wishes to change the level of an event after the event is sanctioned, proof of written communication to all impacted parties noting the change must be provided to the Region.

Florida Region of USA Volleyball

Event Sanctions – Outdoor Tournaments

The Florida Region of USA Volleyball will be implementing a tiered event option system. Each level will have specific benefits and requirements. This applies to beach tournament tours only.

LEVEL ONE

- **Definition**
 - A level one affiliate applies to a tour in which there are more than 6 tournaments hosted at different locations.
- **Benefits**
 - Tour will receive additional promotion through the Florida Region.
 - Upcoming events will be pushed out via weekly beach blast
 - Tour will be considered part of the Florida USAV Beach Series
 - Events will be provided a paid head official
 - Tour will receive unlimited USAV BRQ bid tournaments per year
 - Events will reward national rankings points
- **Requirements**
 - Affiliate tour will remit a \$35 sanction fee per tournament
 - All athletes competing must be USAV members
 - Event will follow all USAV DCR rules and regulations
 - Event must comply with all USAV sanctioned event rules

LEVEL TWO

- **Definition**
 - A level two affiliate applies to a tour in which there are 4 or more tournaments hosted at the same location.
- **Benefits**
 - Tour will be considered part of the Florida USAV Beach Series
 - Upcoming events will be pushed out via weekly beach blast
 - Events will be provided the option to secure an official through the Florida Region at tournament expense
 - Tour will receive two USAV BRQ bid tournaments per year
 - Events will reward national rankings points
- **Requirements**
 - Affiliate tour will remit a \$35 sanction fee per tournament
 - All athletes competing must be USAV members
 - Event will follow all USAV DCR rules and regulations
 - Event must comply with all USAV sanctioned event rules

LEVEL THREE

- **Definition**
 - A level three affiliate applies to a tour in which there are less than 4 tournaments hosted.
- **Benefits**
 - Tour will be considered part of the Florida USAV Beach Series
 - Events will reward national rankings points
- **Requirements**
 - Affiliate tour will remit a \$35 sanction fee per tournament
 - All athletes competing must be USAV members
 - Event will follow all USAV DCR rules and regulations
 - Event must comply with all USAV sanctioned event rules

ADDITIONAL NOTES

- If an event director wishes to change the level of an event after the event is sanctioned, proof of written communication to all impacted parties noting the change must be provided to the region.

Florida Region of USA Volleyball, Inc.

Regional Ranking Guidelines (Revised July 2022)

The rankings for junior girl's Regional teams are calculated using the following methods.



These methods apply to the following categories of USAV sanctioned volleyball tournaments:

USAV Junior National/Regional Qualifiers (Open, National, USA & American)

USAV Florida Region Level I Tournaments (All Divisions)

Ranking points are calculated using the following formula:

Place of Finish ÷ Number of Teams in the Respective Division = Ranking Points (X.XXX)

(Note: Results will be calculated to three decimal places)

Examples: Finished 1st in a 32 team pool = 0.031
 Finished 16th in a 32 team pool = 0.500
 Finished 32nd in a 32 team pool 1.000

Note: When events have multiple divisions in an age group, they will be combined to determine the 'Number of Teams in the Respective Division'. If the tournament is split over two different weekends and a division is split, that respective division will not have ranking points calculated until the conclusion of the second weekend of the tournament.

Teams that play up in a higher age division of a Florida Region sanctioned tournament will receive a 0.125 deduction (per age division) from the place of finish before dividing it into the number of teams in the respective division.

Examples: 16U team playing up in a sixteen team 18U division & finishing 1st
 $(1 - 0.250) \div 16 = 0.047$
 17U team playing up in a sixteen team 18U division and finishing 1st
 $(1 - 0.125) \div 16 = 0.055$
 14U team playing up in a 48 team 16U division and finishing 1st
 $(1 - 0.250) \div 48 = 0.016$

Teams that play in a USAV Jr. National/Regional Qualifier will receive a multiplier of 3 for the total number of teams in the respective age division before the calculations are completed.

Example: 16u team playing in the Open Division of a JNQ and finishing 1st (160 teams total)
 $1 \div (160 \times 3)$ or $1 \div 480 = 0.002$
 16u team playing in the National Division of a JNQ/JRQ and finishing 1st (160 teams total)
 $33 \div (160 \times 3)$ or $33 \div 480 = 0.069$ (Assuming 32 teams in Open)
 16u team playing in the American Division of a JNQ/JRQ and finishing 1st (160 teams total)
 $97 \div (160 \times 3)$ or $97 \div 480 = 0.202$ (Assuming 64 teams in National)

This system allows for a smaller variance in calculating ranking points for tournaments of all sizes.

Ranking points will be awarded for tournaments using the final finish results of each respective tournament. Points will be entered into the Regional Ranking Report and will then be sorted using the average of the listed points for each team in the respective division. Points that are earned playing up in an older age division will be listed in **Red**. All other points will be listed in **Black**.

The first ranking report will be posted by the third week of January. Each subsequent report will be posted to the Florida Region website by Thursday after a USAV sanctioned tournament occurs, unless there are no upcoming tournaments that would need a revised ranking report for their respective event.

IMPORTANT: Points will only be awarded for USAV Junior National Qualifiers (JNQ) or Regional Qualifiers (JRQ) and USAV regionally sanctioned tournaments in the Florida Region. No other tournaments are eligible to receive points. Tournament Directors in the Florida Region are responsible to submit tournament results to the Florida Region Office. The Florida Region Office will obtain the final finish results for all JNQ's.

Club Directors are responsible to maintain head-to-head and win/loss results for their teams and submit a summary of those results to the Ranking Committee two weeks prior to the respective Regional tournament if they wish to challenge their placement in the ranking results. If no challenge is issued, the rankings listed in the Florida Region ranking report will be final, subject to the discretion of the Ranking Committee. Once the Ranking Committee finalizes the seeding for the GJRQ and the schedule is posted, no further challenges will be considered and no further adjustments will be made to the pools. (The only exception would be related to a team winning a National or Open bid.)

Teams 11U-17U are required to participate in three Level I tournaments during the playing season to be ranked. Any team not participating in three USAV tournaments (defined above) will be given a one (1.000) for the tournaments not played in; up to three ones, and then their final number of points will be averaged for final placement in the GJRQ & GJRVC. 18U Teams participating in the Florida Regional 18Q are required to participate in one Level I tournament per month, beginning in January. Teams not participating in at least one tournament per month leading into the RQ will be given a (1.000) for the tournament(s) not played in; up to three.

IMPORTANT: Please contact the Florida Region Office at (352) 742-0080 or office@FloridaVolleyball.org with questions or concerns about the Regional Ranking System.

Florida Region of USA Volleyball, Inc. Boys Ranking Guidelines (Revised July 2022)



The rankings for junior boy's teams are calculated using the following methods. These methods apply to the following categories of USAV sanctioned volleyball tournaments:

All USAV Junior National Qualifier Tournaments (Open + USA Divisions)

All USAV Florida Region Level I Tournaments (All Divisions)

Ranking points are calculated using the following formula:

Place of Finish ÷ Number of Teams in the Respective Division = Ranking Points (X.XXX)

(Note: Results will be calculated to three decimal places)

Examples: Finished 1st in a 32 team pool = 0.031
 Finished 16th in a 32 team pool = 0.500
 Finished 32nd in a 32 team pool = 1.000

Note: When events have multiple divisions in an age group, they will be combined to determine the 'Number of Teams in the Respective Division'. If the tournament is split over two different weekends and a division is split, that respective division will not have ranking points calculated until the conclusion of the second weekend of the tournament.

Teams that play up in a higher age division of a Florida Region sanctioned tournament will receive a 0.125 deduction (per age division) from the place of finish before dividing it into the number of teams in the respective division.

Examples: 16u team playing up in a sixteen team 18U division & finishing 1st $(1 - 0.250) \div 16 = 0.047$
 17U team playing up in a sixteen team 18U division and finishing 1st $(1 - 0.125) \div 16 = 0.055$
 14U team playing up in a 48 team 16U division and finishing 1st $(1 - 0.250) \div 48 = 0.016$

Teams that play in a USAV Junior National Qualifier Tournament will receive a multiplier of 3 for the total number of teams in the respective age division before the calculations are completed.

Examples: 16u team playing in the Open Division of a BBT and finishing 1st (160 teams total)
 $1 \div (160 \times 3)$ or $1 \div 480 = 0.002$

 16u team playing in the USA Division of a BBT and finishing 1st (160 teams total)
 $33 \div (160 \times 3)$ or $33 \div 480 = 0.069$ (Assuming 32 teams in Open)

This system allows for a smaller variance in calculating ranking points for tournaments of all sizes.

Ranking points will be awarded for tournaments using the final finish results of each respective tournament. Points will be entered into the Regional Ranking Report and will then be sorted using the average of the listed points for each team in the respective division. Points that are earned playing up in an older age division will be listed in **Red**. All other points will be listed in **Black**.

The first ranking report will be posted after the first event of the new season. Each subsequent report will be posted to the Florida Region website by Thursday after a USAV sanctioned tournament occurs, unless there are no upcoming tournaments that would need a revised ranking report for their respective event.

IMPORTANT: Points will only be awarded for USAV Junior National Qualifiers (JNQ) and USAV regionally sanctioned tournaments in the Florida Region. No other tournaments are eligible to receive points. Tournament Directors in the Florida Region are responsible to submit tournament results to the Florida Region Office. The Florida Region Office will obtain the final finish results for all BBT's.

Club Directors are responsible to maintain head-to-head and win/loss results for their teams and submit a summary of those results to the Florida Region two weeks prior to the respective Regional tournament if they wish to challenge their placement in the ranking results. If no challenge is issued, the rankings listed in the Florida Region ranking report will be final, subject to the discretion of the Florida Region. Once the Florida Region finalizes the seeding for the Regional tournament and the schedule is posted, no further challenges will be considered and no further adjustments will be made to the pools.

Teams are required to participate in 3 tournaments during the playing season to be ranked. Any team not participating in 3 USAV tournaments (defined above) will be given a one (1) for the tournaments not played in; up to 3 ones, and then their final number of points will be averaged for final placement in the Regional tournament.

IMPORTANT: Please contact the Florida Region Office at (352) 742-0080 or office@FloridaVolleyball.org with questions or concerns about the Regional Ranking System.

2025 JUNIOR BID INFORMATION

Below you will find a list of bids that are available to be awarded for Florida Region teams.

AGE DIV.	NAT.	USA	LIB.	AMER.	FREE.	REALLOCATION RANK
11U	1	-	-	-	-	Nat: 16
12U	1	-	-	2	-	Nat: 16 Amer: 33
13U*	2	-	-	2	-	Nat: 7 Amer: 12
14U*	2	-	-	2	2	Nat: 7 Free: 4 Amer: 14
15U*	2	-	-	2	2	Nat: 7 Free: 4 Amer: 14
16U*	2	-	-	2	2	Nat: 7 Free: 4 Amer: 14
17U*	2	-	-	2	2	Nat: 7 Free: 4 Amer: 14
18U	2	-	-	2	2	Nat: 7 Free: 4 Amer: 9
TOTAL	14			14	10	

*Already awarded 1 National bid in the Florida USAV Gold Series

Note: The reallocated rank is the position that the age division falls for reallocated bids that are not used by other Regions. The lower the number the better the chance that reallocated bids will be available for Florida Region teams.

FLORIDA REGION STAY TO PLAY GUIDELINES

*As of July 2022

The policy language below is being prepared in the form of frequently asked questions with corresponding answers to help clarify the requirements for participating teams.

- **Q: Why did Florida Region adopt stay-to-play?**

- A: There are multiple reasons that stay-to-play was adopted:

- To prove to the local convention center that our event is generating enough positive economic impact in the local community compared to other events interested in the same space.
- To be able to book the venues for multiple years out and to get the best possible dates for future events while avoiding undesirable holiday weekends.
- To reserve sizeable hotel blocks with competitive rates at desirable nearby hotels.
- To help attending teams get the best possible rate for their group.
- To hold prices on team registration fees and spectator ticket prices.

- **Q: What benefits are available to participating teams under this policy?**

- A: There are several benefits for participating teams:

- Teams/Clubs will not be required to sign attrition clauses.
- Teams/Clubs will not have to pay deposits to hold room blocks.
- Team/Club travel agents can still book rooms.

- **Q: What is an approved hotel?**

- A: Approved hotels can be found on the corresponding event page of the Florida Region website. These hotels are under contract with each corresponding event and have agreed to provide rooms for teams attending the event at a set price.

- **Q: How does a team/club get exempted from the stay-to-play requirement?**

- A: The following exemptions are allowed but must be verified as explained below. Please submit an exemption form to Team Travel Source by using the [following link](#).

- #1 – USING POINTS FOR AN ENTIRELY FREE ROOM - If you have enough points to redeem them for an entirely FREE stay, you are allowed to do so. Please book the room through the hotel directly and upload a copy of your reservation showing that points were used to book your entire stay to the online form below. Please make sure to list the athlete's name on your email so they are an approved exemption. Please note that just 'receiving points' for staying at a hotel does not qualify for an exemption. You must be redeeming for an entire free stay.
- #2 – INDIVIDUAL LIVES WITHIN 75 MILES OF THE PLAYING VENUE IS IN CLOSE – If your team's practice facility is within 75 miles from the venue, you are not required to stay in a hotel. The location of the team's primary/posted practice location will be used when determining mileage validation. This must be able to be verified through Google Maps.
- #3 - INDIVIDUAL IS STAYING WITH A FRIEND/FAMILY MEMBER THAT LIVES WITHIN 75 MILES OF THE CONVENTION CENTER - If you are staying with a friend/family member that lives within 75 miles from the venue, you are not required to stay in a hotel. Their residence must be able to be verified through Google Maps. If you are wanting to submit an exemption for an entire team, please email: volleyball@teamtravelsource.com. The exemption form below is not a valid submission for team requests.
- #4 – INDIVIDUAL MILITARY OR GOVERNMENT DISCOUNT - If you are able to get a lower rate with a military or government discount, this will be accepted for an individual reservation. Please book the room through the hotel directly and upload a copy of your reservation showing that a military/government discount was used to book your entire stay to the online form above. Please note, the hotel will require the military or government ID to be presented upon check-in, please have this information when you arrive.

• A: Once Team Travel Source confirms each team has met the TEAM minimum requirements for Stay to Play, a weekly report will be sent to the Florida Region office. Teams will be accepted after the following items have been completed:

- Tournament entry fees have been paid.
- Team entry forms have been signed and submitted to the Region office.
- Minimum hotel requirements have been met and confirmed through Team Travel Source.

• **Q: What if I can get a better rate with an approved hotel or outside of the block?**

• A: Team Travel Source guarantees the lowest **group** rates available to the public (exclusions include unconfirmed room types, non-cancellable rates, employee rates, government rates, advanced purchase rates, AAA, AARP rates and non-commissionable rates). Teams looking to use military or government discounts may be eligible for exemption. Please contact Team Travel Source if you would like to use an exemption (approved exemptions listed above).

• **Q: What if I would prefer to stay with family that lives within the exempt area?**

• A: If you are staying with a family member that lives within 75 miles from the venue, you are not required to stay in a hotel. This must be able to be verified through Google Maps and please submit an exemption using the [following link](#).

• **Q: What if I have rewards points to offset the cost of a room?**

• A: If you have enough points to redeem them for an entirely FREE stay, you can do this! Please book the room through the hotel directly and send a copy of your reservation showing that points were used to book your entire stay to Team Travel Source. Please make sure to list the athletes name on your email so they are an approved exemption. Please note that just 'receiving points' for staying at a hotel does not qualify for an exemption. You must be redeeming for an entire free stay.

• **Q: What happens if I need more rooms than are available for my team at an approved hotel?**

• A: Please contact Team Travel Source and they will work with you to try and add more rooms to the block. Should there not be additional rooms available, other reservations are not confirmed until ALL nights have been confirmed. You will be notified if and when additional night(s) become available and your reservations will be fulfilled. We recommend you have a back-up reservation in the event that your waitlist reservation does not become confirmed.

• **Q: What happens if I have a problem once my team arrives at the hotel?**

- A: Team Travel Source is in frequent contact with the club and hotel preceding the event. A week before the event, contact information for the hotel is given for clubs to make any last minute changes. Upon check-in, Team Travel Source has a customer service line for any problems that could arise during check-in.
- If you experience any issues with the hotel; please speak to hotel staff/management first to see how they can assist. If you are still having issues, please contact Team Travel Source so they can assist.

IMPORTANT NOTE: Team Travel Source is the official event housing partner for the Florida Region. All questions on event hotels for Florida Region should first be directed to Team Travel Source. If additional information is needed beyond what Team Travel can provide, please contact the Florida Region office.

CONTACT TEAM TRAVEL SOURCE

Phone: 502-354-9103

Email: volleyball@teamtravelsource.com



IMPORTANT NOTICE – ENTRY TO THIS PRIVATELY SANCTIONED EVENT IS GRANTED AS A COURTESY. IF YOU ENTER/ATTEND THIS, OR ANY FLORIDA REGION SANCTIONED EVENT, YOU AGREE TO ABIDE BY THE FOLLOWING CODE OF CONDUCT GUIDELINES:

I WILL:

1. I WILL abide by the official rules of USA Volleyball.
2. I WILL display good sportsmanship at all times.
3. I WILL encourage my child and his/her team, regardless of the outcome on the court.
4. I WILL educate myself on the unique rules of this facility.
5. I WILL honor the rules of the host and the host facility.
6. I WILL generate goodwill by being polite and respectful to those around me at this event.
7. I WILL direct my child to speak directly with his/her coach when coaching decisions are made that may be confusing or unclear.
8. I WILL redirect any negative comments from others to the respective Event Director or Program Administrator.
9. I WILL direct all concerns regarding officials to the Head Coach or Club Director for my team/club as opposed to contacting the Head Official directly.
10. I WILL immediately notify the Event Director and/or Program Administrator in the event that I witness any illegal activity.
11. I WILL comply with the applicable alcohol policy governing the event and/or program.
12. I WILL support the policies and guidelines of the team/club that I represent.
13. I WILL acknowledge effort and good performance, remembering that all of the players in this event are amateur athletes.
14. I WILL model exemplary spectator behavior while attending this event.
15. I WILL respect the history and tradition of the sport of volleyball by being a good ambassador.

I WILL NOT:

1. I WILL NOT harass or intimidate the officials.
2. I WILL NOT coach my child from the bleachers and/or sidelines.
3. I WILL NOT criticize my child's coach or his/her teammates.
4. I WILL NOT participate in any game or game-like activities unless I have a current membership card with the Florida Region.
5. I WILL NOT bring and/or carry any firearms at any Florida Region event.
6. I WILL NOT bring, purchase, or consume alcohol at any Youth/Junior volleyball event.

Note: Any violation of this Code of Conduct will result in you being asked to leave the site/facility and may result in you possibly being banned from attending future Florida Region sanctioned events. The Event and/or Program Director has the final say regarding their individual event. The Florida Region will enforce all applicable policies and/or guidelines as necessary. Local law enforcement will be contacted if necessary to resolve any disputes or altercations. Questions or concerns may be directed to the Florida Region office.



www.FloridaVolleyball.org

The Team Florida Indoor All-Star program allows outstanding youth and junior volleyball athletes to play for college coaches and represent the Florida Region at an international volleyball tournament each year called the USA Volleyball All-star Championships.

<p>TEAM FLORIDA - GIRLS</p> <p>1. ATTEND SELECTION CAMP (INVITE ONLY)- Athletes can be nominated by their Club Director, Coach, or by the Team Florida Coaches/Staff. Team Florida Coaches will make the final decision on the nominated athletes that will be invited to attend Selection Camp</p> <p>2. TRAVEL TO CHAMPIONSHIPS - The final team will travel to the USA Volleyball All-star Championships in July!</p>	<p>TEAM FLORIDA - BOYS</p> <p>1. ATTEND A TRYOUT - Sign up to join us at the Team Florida Indoor All-stars Tryout in conjunction with the Molten Boys Southeastern Championships, where boys will tryout for their spot on the final roster!</p> <p>2. TRAVEL TO CHAMPIONSHIPS - The final team will travel to the USA Volleyball All-star Championships in July!</p>
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10 Reasons to be a Part of Team Florida...

1. Play in front of high-level college recruiters at the USAV All-star Championships
2. Be coached by elite level coaches
3. Train alongside other all-star caliber athletes from the Florida Region
4. Compete against the best athletes from other USAV regions and international teams
5. Receive full Team Florida ASICS gear from head to toe
6. Meet your future best friends
7. Be highlighted on the Florida Region and SpikeNet social media accounts
8. Be treated like an elite athlete (no officiating duties, dedicated medical team, catered breakfast & lunch, private team room, team laundry services, etc.)
9. The opportunity to travel across the country to compete
10. Be a part of the Team Florida family



About the Florida Region Scholarship Program

The scholarship program started in 2007 as a way to recognize some of our outstanding members and support the continuing education of these young athletes through their upcoming college careers. In 2007, we awarded scholarships to 4 high school seniors and thanks to our generous sponsors and partners, we have been able to grow the scholarship program and this season have awarded over \$110,000 to high school seniors across the state of Florida!

Application process

If you are a high school senior who is in good standing with the Florida Region of USA Volleyball, then you are eligible to apply for one of our scholarships! We have transitioned to an online application so all you have to do is fill out the form, upload your documents and click submit! Once you apply, your application will be reviewed by our scholarship committee. Recipients will be notified in advance and scholarships will be awarded at the Annual Regional Awards Ceremony in Orlando!

Scholarship recipients will meet the following criteria:

1. Be a high school senior attending a school in Florida.
2. Be a member in good standing of the Florida Region of USA Volleyball.
3. Be a leader in club(s), both on and off the court.
4. Have a minimum 3.0 GPA on a 4.0 scale (Cumulative GPA).
5. Be actively involved in their community.
6. Have high moral, ethical, and social standards.



SAFESPORT CODE FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT

EFFECTIVE APRIL 1, 2022

**SAFESPORT CODE FOR THE U.S. OLYMPIC AND
PARALYMPIC MOVEMENT**

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SAFESPORT CODE FOR THE U.S. OLYMPIC AND PARALYMPIC MOVEMENT

Effective April 1, 2022

I. AUTHORITY

The U.S. Center for SafeSport (Center) is recognized by the United States Congress, the United States Olympic & Paralympic Committee (USOPC), and the National Governing Bodies (NGBs) as the official safe sport organization for all Olympic, Paralympic, Pan American and Para Pan American sports in the United States.

II. ADMINISTRATION AND COMPLIANCE

The Code is administered by the Center. The USOPC, NGBs, and Local Affiliated Organizations (LAOs) must comply, in all respects, with these policies and procedures and shall be deemed to have incorporated the provisions into their relevant policies as if they had set them out in full therein.

NGBs and the USOPC are prohibited from interfering in, attempting to interfere in, or influencing the outcome of the Center's investigations. *See* 36 USC § 220541(f)(4).

Participants are responsible for knowing the information outlined herein and, by virtue of being a Participant, have expressly agreed to the jurisdiction of the Center and this Code's policies and procedures, including those governing arbitration. The Center reserves the right to make changes to the Code as necessary. Once posted online, notice has been provided and changes are effective immediately unless otherwise noted.

III. APPLICATION

The Code applies to Participants, as defined below. To effectuate its mandate to protect those involved in amateur athletics from sexual or other forms of abuse, the Center assesses a Participant's fitness and eligibility to be involved with amateur athletics. Participation in the private associations making up the Olympic & Paralympic Movement is a privilege, not a right.

IV. JURISDICTION OF THE CENTER

A. Exclusive Jurisdiction

The Center has the exclusive jurisdiction to investigate and resolve allegations that a Participant engaged in one or more of the following:

1. Sexual Misconduct, including without limitation child sexual abuse and any misconduct that is reasonably related to an underlying allegation of Sexual Misconduct;
2. Criminal Charges or Dispositions involving Child Abuse or Sexual Misconduct;
3. Misconduct Related to Reporting, where the underlying allegation involves Child Abuse or Sexual Misconduct;
4. Misconduct Related to Aiding and Abetting, Abuse of Process, or Retaliation, when it relates to the Center's process;
5. Other Inappropriate Conduct, as defined herein.

B. Discretionary Jurisdiction

The Center has discretionary jurisdiction to investigate and resolve allegations that a Participant engaged in one or more of the following:

1. Non-sexual Child Abuse;
2. Emotional and physical misconduct, including stalking, bullying behaviors, hazing, and harassment;
3. Criminal Charges or Dispositions not involving Child Abuse or Sexual Misconduct;
4. Minor Athlete Abuse Prevention Policy or other similar Proactive Policy violations;
5. Misconduct Related to Aiding and Abetting, Abuse of Process, or Retaliation, when it relates to the processes of the USOPC, an NGB, an LAO, or any other organization under the Center’s jurisdiction.

If the Center accepts discretionary jurisdiction, it will use the resolution procedures set forth herein.

C. Jurisdictional Reassessment

The Center may reassess its jurisdictional decision at any time.

V. JURISDICTION OF THE USOPC, NGBs, and LAOs

- A. Before the Center expressly exercises jurisdiction over particular allegations regarding a particular Participant, the relevant organization (the USOPC, NGB, or LAO)

has the authority to implement necessary and appropriate measures, up to and including a suspension, to address any allegations of misconduct.

- B. When the relevant organization has reason to believe that the allegations presented fall within the Center’s exclusive jurisdiction, the organization—while able to impose measures—may not investigate or resolve those allegations.
- C. When the allegations presented fall within the Center’s discretionary jurisdiction, the organization may investigate and resolve the matter, unless and until such time as the Center expressly exercises jurisdiction over the particular allegations.
- D. The Center will issue a Notice of Exercise of Jurisdiction to the USOPC, NGB, or LAO when the Center determines it has jurisdiction over an allegation of Prohibited Conduct. When the Center expressly exercises jurisdiction over particular allegations regarding a particular Participant, the relevant organization(s) cannot issue—in response to those allegations—a suspension or other restriction that may deny or threaten to deny a Respondent’s opportunity to participate in sport. The relevant organization may implement any necessary safety plan(s) or temporary measure(s). The NGB shall inform the Center of any safety plan(s) or temporary measures(s) it or its LAO imposes within 72 hours of imposition.

VI. APPLICABLE PROCEDURES

The applicable procedures for reporting, investigating, and

resolving alleged misconduct depends on the nature of the misconduct, as set forth in the Code. The procedures set forth herein will be applied to any matter over which the Center accepts jurisdiction. The procedures set forth by the adjudicating body (USOPC, NGB, or LAO) will be applied to any matter over which the Center does not accept jurisdiction.

VII. ENFORCEMENT AUTHORITY

A. Enforcement Responsibility

The USOPC, NGB, and LAO are responsible for enforcing eligibility determinations, sanctions and Temporary Measures imposed by the Center, as set forth below. 36 USC § 220505(d)(1)(C). All eligibility determinations, sanctions, and Temporary Measures imposed by the Center shall be in effect immediately upon issuance.

B. Reciprocal Enforcement

Center issued eligibility determination(s) or sanction(s) shall be reciprocally enforced by and between all NGBs, LAOs, and the USOPC.

C. Reviewing Temporary Measures and Sanctions

NGBs and the USOPC shall immediately review communications from the Center concerning Temporary Measures and sanctions for implementation. If the NGB or the USOPC determines an error or omission in such communication has been made, it shall notify the Center as soon as practicable, but no later than three Days after

receipt.

D. Communications to Stakeholders

The Center shall provide a Summary of Decision, which the USOPC, NGBs, or LAOs may provide to parties to assist with enforcement of sanctions. The USOPC, the NGBs, and LAOs shall establish a method to communicate Temporary Measures and sanctions to their relevant stakeholders.

E. Requirements to Register or Affiliate with a National Governing Body

To ensure enforcement, NGBs shall require any organization that wishes to register as an LAO, a member club, or otherwise affiliate with the organization (e.g., using the rules or procedures of an NGB), to agree to and comply with the Code, the requirements set forth in the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017, and to enforce any sanction(s) or Temporary Measure(s) imposed by the Center.

VIII. DEFINITIONS

A. Athlete

An athlete who meets the eligibility standards established by the NGB or Paralympic sports organization for the sport in which the athlete competes.

B. Child Abuse

The term “child abuse” has the meaning set forth in

Section 203 of the Victims of Child Abuse Act of 1990 (34 U.S.C. § 20341) or any applicable state law.

C. Claimant

The person who is alleged to have experienced conduct that constitutes a Code violation.

D. Consent

Consent is (a) informed (knowing), (b) voluntary (freely given), and (c) active (not passive). Consent must be demonstrated by clear words or actions, indicating that a person who is legally and functionally competent has indicated permission to engage in mutually agreed-upon sexual activity.

Consent to any one form of sexual activity does not automatically imply Consent for any other forms of sexual activity. Previous relationships or prior Consent does not imply Consent to future sexual activity. Once given, Consent can be withdrawn through clear words or actions.

Consent cannot be obtained: (a) by force, (b) by taking advantage of the Incapacitation of another, when the person initiating sexual activity knew or reasonably should have known that the other was Incapacitated, (c) from someone who lacks legal capacity, (d) when a Power Imbalance exists.

1. Force includes (a) the use of physical violence, (b) threats, (c) intimidation, and (d) coercion.

- a. Physical violence means that a person is exerting control over another person using physical force. Examples of physical violence include hitting, punching, slapping, kicking, restraining, strangling, and brandishing or using any weapon.
- b. Threats are words or actions that would compel a reasonable person to engage in unwanted sexual activity. Examples include threats to harm a person physically, to reveal private information to harm a person's reputation, or to deny a person's ability to participate in sport.
- c. Intimidation is an implied threat that menaces or causes reasonable fear in another person. A person's size, alone, does not constitute intimidation; however, a person's size may be used in a way that constitutes intimidation (e.g., blocking access to an exit).
- d. Coercion is the use of an unreasonable amount of pressure to gain intimate or sexual access. Coercion is more than an effort to persuade, entice, or attract another person to engage in sexual activity. When a person makes clear their decision not to participate in a form of Sexual Contact or Sexual Intercourse, their decision to stop, or their decision not to go beyond a certain sexual interaction, continued pressure can be coercive.

Whether conduct is coercive depends on: (i) the frequency of the application of the pressure, (ii) the intensity of the pressure, (iii) the degree of

isolation of the person being pressured, and (iv) the duration of the pressure.

2. Legal Capacity

Minors cannot Consent to conduct of a sexual nature. While the legal age of Consent varies under state and federal law, the age of capacity under the Code is 18.

A close-in-age exception will be applied to any policy violation between an adult and a Minor, or between two Minors, when there is no Power Imbalance and when the age difference is no more than three years.

When the assessment of whether a Participant's conduct violates the Code depends upon another individual being below a certain specified age, ignorance of their actual age is no defense. Neither shall misrepresentation of age by such person, nor a Participant's bona fide belief that such person is over the specified age, be a defense.

3. Incapacitation

Incapacitation means that a person lacks the ability to make informed, rational judgments about whether to engage in sexual activity. A person who is incapacitated is unable, temporarily or permanently, to give Consent because of mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be incapacitated because of consuming

alcohol or other drugs, or due to a temporary or permanent physical or mental health condition.

Incapacitation is a state beyond drunkenness or intoxication. A person is not necessarily incapacitated merely because of drinking or using drugs. The impact of alcohol and other drugs varies from person to person and is evaluated under the specific circumstances of a matter.

A Respondent's being impaired by alcohol or other drugs is not a defense to any violation of the Code.

The Consent construct can also be applied to other forms of non-sexual conduct, such as hazing or other forms of Physical or Emotional Misconduct.

E. Days

Unless expressly provided otherwise, the term "days" shall mean business days, which excludes weekends and national holidays.

F. Event

The term "Event" shall have the meaning set forth in the Victims of Child Abuse Act of 1990 (34 U.S.C. § 20341). As of the effective date of these policies and procedures, "event" includes "travel, lodging, practice, competition, and health or medical treatment."

G. Local Affiliated Organization (LAO)

A regional, state or local club or organization that is

directly affiliated with an NGB or that is affiliated with an NGB by its direct affiliation with a regional or state affiliate of said NGB. LAO does not include a regional, state, or local club or organization that is only a member of a National Member Organization of an NGB.

H. Minor or Child

An individual who is, or is believed by the Respondent to be, under the age of 18.

I. National Governing Body (NGB)

An amateur sports organization, a high-performance management organization, or a Paralympic sports organization that is certified by the United States Olympic & Paralympic Committee under 36 USC § 220521. This definition shall also apply to the USOPC, or other sports entity approved by the USOPC, when they have assumed responsibility for the management or governance of a sport included on the program of the Olympic, Paralympic, Pan-American, or Parapan American Games. This would include any organization, member of that organization, or Participant that has subjected itself to the jurisdiction of the Center.

J. Participant

1. Any individual who is seeking to be, currently is,¹

¹For the purpose of evaluating whether an individual is considered a Participant per this provision, the phrase “currently is” includes the date on which the alleged misconduct was reported to the Center, through resolution, and

or was at the time of an alleged Code violation:

- a. A member or license holder of an NGB, LAO, or the USOPC;
- b. An employee or board member of an NGB, LAO, or the USOPC;
- c. Within the governance or disciplinary jurisdiction of an NGB, LAO, or the USOPC;
- d. Authorized, approved, or appointed by an NGB, LAO, or the USOPC to have regular contact with or authority over Minor Athletes.

K. Power Imbalance

A Power Imbalance may exist where, based on the totality of the circumstances, one person has supervisory, evaluative, or other authority over another. Whether there is a Power Imbalance depends on several factors, including but not limited to: the nature and extent of the supervisory, evaluative or other authority over the person; the actual relationship between the parties; the parties’ respective roles; the nature and duration of the relationship; the age of the parties involved; whether there is an aggressor; whether there is a significant disparity in age, size, strength, or mental capacity.

Once a coach-Athlete relationship is established, a Power Imbalance is presumed to exist throughout the

including the period(s) of any sanctions imposed.

coach-Athlete relationship (regardless of age) and is presumed to continue for Minor Athletes after the coach-Athlete relationship terminates until the Athlete reaches 20 years of age.

A Power Imbalance may exist, but is not presumed, when an Intimate Relationship existed before the sport relationship (e.g., a relationship between two spouses or life partners that preceded the sport relationship).

L. Respondent

A Participant who is alleged to have violated the Code.

M. Third-Party Reporter

Reports brought by individuals other than the Claimant are referred to as “third-party reports” and those bringing them are “third-party reporters.”

IX. PROHIBITED CONDUCT

This section of the Code sets forth expectations for Participants related to emotional, physical, and sexual misconduct in sport, including bullying, hazing, and harassment.

The privilege of participation in the Olympic & Paralympic Movement may be limited, conditioned, suspended, terminated, or denied if a Participant’s conduct is or was inconsistent with this Code or the best interest of sport and those who participate in it.

² The focus of this provision is on community standards in place at the time of the alleged conduct. The question is: Would a reasonable person at the time the alleged conduct occurred have had notice that the alleged conduct would have violated community standards and norms as those

It is a violation of the Code for a Participant to engage in or tolerate: (1) Prohibited Conduct, as outlined in the Code; (2) any conduct that would violate any current or previous standards promulgated by the U.S. Center for SafeSport, an NGB, an LAO, or the USOPC that are analogous to Prohibited Conduct and that existed at the time of the alleged conduct; or (3) any conduct that would violate community standards analogous to Prohibited Conduct that existed at the time of the alleged conduct, including then applicable criminal or civil laws².

Prohibited Conduct includes:

- A. Criminal Charges or Dispositions
- B. Child Abuse
- C. Sexual Misconduct
- D. Emotional and Physical Misconduct, including Stalking, Bullying, Hazing, and Harassment
- E. Aiding and Abetting
- F. Misconduct Related to Reporting
- G. Misconduct Related to the Center’s Process
- H. Retaliation
- I. Other Inappropriate Conduct
- J. Violation of Minor Athlete Abuse Prevention Policies / Proactive Policies

A. Criminal Charge or Disposition

It is a violation of the Code for a Participant to have a Criminal Charge or Disposition.

standards were generally expressed in then applicable criminal or civil statutes, or other applicable community standards? The Center need not establish every element of a crime, nor must it apply any evidentiary standards or burdens of proof other than those provided in this Code.

Criminal Conduct is relevant to an individual's fitness to participate in sport. The age of a Criminal Charge or Disposition is not relevant to whether a violation of the Code occurred, but may be considered for sanctioning purposes. The Center reviews Criminal Charges or Dispositions involving sexual misconduct or child abuse *de novo*; any prior consideration or finding by an NGB, LAO, or the USOPC regarding a Criminal Disposition involving sexual misconduct or child abuse is not relevant to the Center's determination.

1. Definitions

a. Criminal Disposition

It is a violation of the Code for a Participant to be or have been subject to any disposition or resolution of a criminal proceeding, other than an adjudication of not guilty, including, but not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an Alford or Kennedy plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement.

b. Criminal Charge, including Warrant for Arrest

It is a violation of the Code for a Participant to have any pending criminal charge(s) or warrant(s) for arrest.

When assessing whether conduct constitutes a Criminal Charge or Disposition, the Center may assess and rely upon the original charges, amended charges, or those to which a plea was entered.

2. Sex Offender Registry

A Participant who is currently on any state, federal, territorial, or tribal sex offender registry is ineligible to participate.

3. Hearing Related to Criminal Charge or Disposition

A Participant who wishes to challenge the Center's decision related to a Criminal Charge or Disposition may request a hearing concerning the sanction only pursuant to Rule-14.

If the Center renders a Decision regarding a Participant's Criminal Charge or Disposition, and that Charge or Disposition is subsequently modified by a criminal court, the Participant may request that the matter be reopened by the Center, pursuant to Section XI(R). In instances where a pending criminal charge(s) resolves, in that the charge(s) is eventually dismissed, results in an acquittal, or results in a Criminal Disposition as defined above, a Respondent's request to reopen will always be granted and a new Decision issued.

B. Child Abuse

It is a violation of the Code for a Participant to engage in Child Abuse.

C. Sexual Misconduct

It is a violation of the Code for a Participant to engage in Sexual Misconduct. Sexual Misconduct offenses include, but are not limited to:

1. Sexual or Gender-related Harassment
2. Nonconsensual Sexual Contact (or attempts to commit the same)
3. Nonconsensual Sexual Intercourse (or attempts to commit the same)
4. Sexual Exploitation
5. Bullying or hazing, or other inappropriate conduct of a sexual nature.

1. Sexual or Gender-related Harassment

Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise, when the conditions outlined in (a) or (b) below are present:

Sexual harassment includes harassment related to gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the

acts do not involve conduct of a sexual nature, when the conditions outlined in (a) or (b), below, are present.

- a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of any person's employment, standing in sport, or participation in Events, sports programs or activities; or when submission to or rejection of such conduct is used as the basis for sporting decisions affecting the individual (often referred to as "quid pro quo" harassment); or
- b. Such conduct creates a hostile environment. A "hostile environment" exists when the conduct is sufficiently severe, persistent, or pervasive such that it interferes with, limits, or deprives any individual of the opportunity to participate in any program or activity. Conduct must be deemed severe, persistent, or pervasive from both a subjective and an objective perspective.

Whether a hostile environment exists depends on the totality of known circumstances, including, but not limited to:

- i. The frequency, nature, and severity of the conduct;
- ii. Whether the conduct was physically threatening;
- iii. The effect of the conduct on the Claimant's mental or emotional state;
- iv. Whether the conduct was directed at more than one person;
- v. Whether the conduct arose in the context

- of other discriminatory conduct;
- vi. Whether the conduct unreasonably interfered with any person's educational or work performance or sport programs or activities; and
- vii. Whether the conduct implicates concerns related to protected speech.

A hostile environment can be created by persistent or pervasive conduct or by a single or isolated incident that is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. A single incident of sexual contact without Consent, for example, may be sufficiently severe to constitute a hostile environment. In contrast, the perceived offensiveness of a single verbal or written expression, standing alone, is typically not sufficient to constitute a hostile environment.

2. Nonconsensual Sexual Contact

It is a violation of the Code for a Participant to engage in Sexual Contact without Consent.

Sexual Contact is any intentional touching of a sexual nature, however slight, with any object or body part (as described below), by a person upon another person.

Sexual Contact includes but is not limited to: (a) kissing, (b) intentional touching of the breasts, buttocks, groin or genitals, whether clothed or

unclothed, or intentionally touching of another with any of these body parts; and (c) making another touch themselves, the Participant, or someone else with or on any of these body parts.

3. Nonconsensual Sexual Intercourse

It is a violation of the Code for a Participant to engage in Sexual Intercourse without Consent.

Sexual intercourse is any penetration, however slight, with any object or body part (as described below), by a person upon another person.

Sexual Intercourse includes (a) vaginal penetration by a penis, object, tongue, or finger; (b) anal penetration by a penis, object, tongue, or finger; and (c) any contact, no matter how slight, between the mouth of one person and the genitalia of another person.

4. Sexual Exploitation

It is a violation of the Code for a Participant to engage in Sexual Exploitation. Sexual Exploitation occurs when a Participant purposely or knowingly:

- a. Allows third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or live-streaming of images) without Consent of all parties involved in the sexual activity.
- b. Records or photographs private sexual activity

or a person's intimate parts (including genitalia, groin, breasts or buttocks) without Consent of all parties in the recording or photo.

- c. Engages in voyeurism (e.g., watching private sexual activity or viewing another person's intimate parts when that person would have a reasonable expectation of privacy), without Consent of all parties being viewed.
- d. Disseminates, shows or posts images of private sexual activity or a person's intimate parts (including genitalia, groin, breasts or buttocks) without prior Consent of the person depicted in the images.
- e. Intentionally exposes another person to a sexually transmitted infection or virus without that person's knowledge.
- f. Engages in solicitation of prostitution, or prostituting or trafficking another person.

5. Bullying, Hazing, or Other Inappropriate Conduct of a Sexual Nature

It is a violation of the Code for a Participant to engage in bullying, hazing, and other inappropriate conduct of a sexual nature, as further defined in the corresponding sections below.

D. Emotional and Physical Misconduct

It is a Code violation for a Participant to engage in

emotional or physical misconduct, when that misconduct occurs within a context that is reasonably related to sport, which includes, without limitation:

1. Emotional Misconduct
2. Physical Misconduct
3. Bullying Behaviors
4. Hazing
5. Harassment.

1. Emotional Misconduct

Emotional Misconduct includes (a) Verbal Acts, (b) Physical Acts, (c) Acts that Deny Attention or Support, (d) Criminal Conduct, or (e) Stalking. Emotional Misconduct is determined by the objective behaviors, not whether harm is intended or results from the behavior.

- a. Verbal Acts
Repeatedly and excessively verbally assaulting or attacking someone personally in a manner that serves no productive training or motivational purpose.
- b. Physical Acts
Repeated or severe physically aggressive behaviors, including but not limited to, throwing sport equipment, water bottles or chairs at or in the presence of others, punching walls, windows or other objects.
- c. Acts that Deny Attention or Support
Ignoring or isolating a person for extended

periods of time, including routinely or arbitrarily excluding a Participant from practice.

d. Criminal Conduct

Emotional Misconduct includes any act or conduct described as emotional abuse or misconduct under federal or state law (e.g., child abuse, child neglect).

e. Stalking

Stalking occurs when a person purposefully engages in a course of conduct directed at a specific person, and knows or should know, that the course of conduct would cause a reasonable person to (i) fear for their safety, (ii) the safety of a third person, or (iii) to experience substantial emotional distress.

“Course of conduct” means at least two or more acts, in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person’s property. “Substantial emotional distress” means significant mental suffering or anguish.

Stalking also includes “cyber-stalking,” wherein a person stalks another using electronic media, such as the internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact.

f. Exclusion

Emotional Misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline or improved Athlete performance. Emotional Misconduct also does not include conduct reasonably accepted as part of sport or conduct reasonably accepted as part of Participant’s participation.

2. Physical Misconduct

Physical Misconduct is any intentional contact or non-contact behavior that causes, or reasonably threatens to cause, physical harm to another person.

Examples of physical misconduct may include, without limitation:

a. Contact violations

Punching, beating, biting, striking, strangling or slapping another; intentionally hitting another with objects, such as sporting equipment; encouraging or knowingly permitting an Athlete to return to play prematurely following a serious injury (e.g., a concussion) and without the clearance of a medical professional.

b. Non-contact violations

Isolating a person in a confined space, such as locking an Athlete in a small space; forcing an Athlete to assume a painful stance or position for no athletic purpose (e.g., requiring an athlete to kneel on a harmful surface); withholding, recommending against, or denying adequate

hydration, nutrition, medical attention or sleep; providing alcohol to a person under the legal drinking age; providing illegal drugs or non-prescribed medications to another.

c. Criminal Conduct

Physical Misconduct includes any act or conduct described as physical abuse or misconduct under federal or state law (e.g., child abuse, child neglect, assault).

d. Exclusion

Physical Misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance. For example, hitting, punching and kicking are well-regulated forms of contact in combat sports, but have no place in swimming. Physical Misconduct also does not include conduct reasonably accepted as part of sport or conduct reasonably accepted as part of Participant's participation.

3. Bullying Behavior

Repeated or severe behavior(s) that are (a) aggressive (b) directed at a Minor, and (c) intended or likely to hurt, control, or diminish the Minor emotionally, physically or sexually. Bullying-like behaviors directed at adults are addressed under other forms of misconduct, such as Hazing or Harassment. Examples of bullying behavior may include, without limitation, repeated or severe:

a. Physical

Hitting, pushing, punching, beating, biting, striking, kicking, strangling, slapping, spitting at, or throwing objects (such as sporting equipment) at another person.

b. Verbal

Ridiculing, taunting, name-calling or intimidating or threatening to cause someone harm.

c. Social, including cyberbullying

Use of rumors or false statements about someone to diminish that person's reputation; using electronic communications, social media or other technology to harass, frighten, intimidate or humiliate someone; socially excluding someone and asking others to do the same.

d. Sexual

Ridiculing or taunting that is sexual in nature or based on gender or sexual orientation (real or perceived), gender traits or behavior, or teasing someone about their looks or behavior as it relates to sexual attractiveness.

e. Criminal Conduct

Bullying Behavior includes any conduct described as bullying under federal or state law.

f. Exclusion

Conduct may not rise to the level of Bullying

Behavior if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Bullying does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

4. Hazing

Any conduct that subjects another person, whether physically, mentally, emotionally or psychologically, to anything that may endanger, abuse, humiliate, degrade or intimidate the person as a condition of joining or being socially accepted by a group, team, or organization. Purported Consent by the person subjected to Hazing is not a defense, regardless of the person's perceived willingness to cooperate or participate.

Examples of Hazing include:

- a. Contact acts
Tying, taping, or otherwise physically restraining another person; beating, paddling or other forms of physical assault.
- b. Non-contact acts
Requiring or forcing the consumption of alcohol, illegal drugs or other substances, including participation in binge drinking and

drinking games; personal servitude; requiring social actions (e.g., wearing inappropriate or provocative clothing) or public displays (e.g., public nudity) that are illegal or meant to draw ridicule; excessive training requirements demanded of only particular individuals on a team that serve no reasonable or productive training purpose; sleep deprivation; otherwise unnecessary schedule disruptions; withholding of water or food; restrictions on personal hygiene.

- c. Sexualized acts
Actual or simulated conduct of a sexual nature.
- d. Criminal acts
Any act or conduct that constitutes hazing under applicable federal or state law.
- e. Exclusion
Conduct may not rise to the level of Hazing if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Hazing does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

5. Harassment

Repeated or severe conduct that (a) causes fear, humiliation or annoyance, (b) offends or degrades, (c) creates a hostile environment (as defined above), or (d) reflects discriminatory bias in an attempt to establish dominance, superiority or power over an individual or group based on age, race, ethnicity, culture, religion, national origin, or mental or physical disability; or (e) any act or conduct described as harassment under federal or state law. Whether conduct is harassing depends on the totality of the circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior.

Conduct may not rise to the level of Harassment if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Harassment does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

E. Aiding and Abetting

Aiding and Abetting occurs when one knowingly:

1. Aids, assists, facilitates, promotes, or encourages the commission of Prohibited Conduct by a Participant;

2. Allows any person who has been identified as suspended or otherwise ineligible by the Center to be in any way associated with or employed by an organization affiliated with or holding itself out as affiliated with an NGB, LAO, the USOPC, or the Olympic & Paralympic Movement;
3. Allows any person who has been identified as suspended or otherwise ineligible by the Center to coach or instruct Participants;
4. Allows any person who has been identified as ineligible by the Center to have ownership interest in a facility, an organization, or its related entities, if that facility/organization/related entity is affiliated with or holds itself out as affiliated with an NGB, LAO, the USOPC, or the Olympic & Paralympic Movement;
5. Provides any coaching-related advice or service to an Athlete who has been identified as suspended or otherwise ineligible by the Center;
6. Allows any person to violate the terms of their suspension or any other sanctions imposed by the Center.

In addition, a Participant also violates the Code if someone acts on behalf of the Participant to engage in Aiding or Abetting, or if the guardian, family member, or Advisor of a Participant, including Minor Participants, engages in Aiding or Abetting.

F. Misconduct Related to Reporting

1. Failure to Report

An Adult Participant who fails to report actual or suspected Sexual Misconduct or Child Abuse to the Center and, when appropriate, to law enforcement may be subject to disciplinary action under the Center's resolution procedures and may also be subject to federal or state penalties.

- a. The obligation to report is broader than reporting a pending charge or criminal arrest of a Participant; it requires reporting to the Center any conduct which, if true, would constitute Sexual Misconduct or Child Abuse. The obligation to report to the Center is an ongoing one and is not satisfied simply by making an initial report. The obligation includes reporting, on a timely basis, all information of which an Adult Participant becomes aware, including the names of witnesses, third-party reporters, and Claimants.
- b. The obligation to report includes personally identifying information of a potential Claimant to the extent known at the time of the report, as well as a duty to reasonably supplement the report as to identifying information learned at a later time.
- c. Participants should not investigate or attempt to evaluate the credibility or validity of allegations involving Sexual Misconduct or Child Abuse. Participants making a good faith report are not required to prove the reports are true before

reporting.

2. Intentionally Filing a False Allegation

In addition to constituting misconduct, filing a knowingly false allegation that a Participant engaged in Prohibited Conduct may violate state criminal law and civil defamation laws. Any Participant making a knowingly false allegation in a matter over which the Center exercises jurisdiction shall be subject to disciplinary action by the Center.

- a. An allegation is false if the events reported did not occur, and the person making the report knows the events did not occur.
- b. A false allegation is different from an unsubstantiated allegation; an unsubstantiated allegation means there is insufficient supporting evidence to determine whether an allegation is true or false. Absent demonstrable misconduct, an unsubstantiated allegation alone is not grounds for a Code violation.

G. Misconduct Related to the Center's Process

The behaviors identified below constitute Prohibited Conduct and may give rise to a sanction. In addition, a Participant also violates the Code if someone acts on behalf of the Participant and engages in any of the following Prohibited Conduct, including a Participant's Advisor, or the guardian, or family member of a Minor Participant. In such a case, the Participant and, if the party acting on behalf of the Participant is also a

Participant, that person, may be sanctioned.

1. Abuse of Process

A Participant, or someone acting on behalf of a Participant, violates this Code by directly or indirectly abusing or interfering with the Center's process by: (a) falsifying, distorting, or misrepresenting information, the resolution process, or an outcome; (b) destroying or concealing information; (c) attempting to discourage an individual's proper participation in, or use of, the Center's processes; (d) harassing or intimidating (verbally or physically) any person involved in the Center's processes before, during, or following proceedings (including up to, through, and after any review by an arbitrator); (e) publicly disclosing a Claimant's identifying information³; (f) failing to comply with a temporary measure or other sanction; (g) distributing or otherwise publicizing materials created or produced during an investigation or Arbitration as a part of these policies or procedures, except as required by law or as expressly permitted by the Center; (h) influencing or attempting to influence another person to commit abuse of process; or (i) having another individual take any part of or complete any Center-required training for them.

³ The Protecting Young Victims from Abuse and Safe Sport Authorization Act of 2017 requires that the Center "protect the privacy and safety of the [Claimant]." However, a Claimant may waive this

H. Retaliation

Retaliation or attempt to do the same by a Participant, someone acting on behalf of a Participant, an NGB, LAO, the USOPC, or any organization under the Center's jurisdiction is prohibited.

Retaliation is any adverse action or threat to take any adverse action against any person related to allegations of Prohibited Conduct.

Adverse actions include, but are not limited to: threatening, intimidating, harassing, coercing, or any other action or conduct with the potential effect of dissuading any reasonable person from reporting Prohibited Conduct or engaging in activity related to any reporting or investigative processes.

Retaliation may take place at any time, including before, during, or after an individual's reporting or engagement in the processes of the Center or other relevant organization under the Center's jurisdiction.

Retaliation may be present even where there is a finding that no violation occurred. Retaliation does not include good-faith actions lawfully pursued in response to a report of a Code violation.

provision by choosing to publicly disclose his/her own identifying information at any time.

I. Other Inappropriate Conduct

1. Intimate Relationship

An Adult Participant violates this Code by engaging in an intimate or romantic relationship where a Power Imbalance exists.

An Intimate or Romantic relationship is a close personal relationship—other than a familial relationship—that exists independently and outside of the sport relationship. Whether a relationship is intimate is based on the totality of the circumstances, including: regular contact or interactions outside of or unrelated to the sport relationship (electronically or in person), the parties' emotional connectedness, the exchange of gifts, ongoing physical or intimate contact or sexual activity, identity as a couple, the sharing of sensitive personal information, or intimate knowledge about each other's lives outside the sport relationship.

2. Exposing a Minor to Sexual Content / Imagery

An Adult Participant violates this Code by intentionally exposing a Minor to content or imagery of a sexual nature, including but not limited to, pornography, sexual comment(s), sexual gestures, or sexual situation(s).

This provision does not exclude the possibility that similar behavior between Adults could constitute Sexual Harassment, as defined in the Code.

3. Intentional Exposure of Private Areas

An Adult Participant violates this Code by intentionally exposing breasts, buttocks, groin, or genitals, or induces another to do so, to an Adult when there is a Power Imbalance, or to a Minor.

4. Inappropriate Physical Contact

An Adult Participant violates this Code by engaging in inappropriate physical contact with a Participant when there is a Power Imbalance. Such inappropriate contact includes, but is not limited to, intentionally:

- i. touching, slapping, or otherwise contacting the buttocks or genitals of a Participant;
- ii. excessively touching or hugging a Participant;
- iii. kissing a Participant.

5. Willful Tolerance

A Participant violates this Code by willfully tolerating any form of Prohibited Misconduct, when there is a Power Imbalance between that Participant and the individual(s) who are being subjected to the Prohibited Conduct.

J. Minor Athlete Abuse Prevention Policies / Proactive Policies

It is a violation of the Code for a Participant to violate any provision of the Minor Athlete Abuse Prevention

Policies or other proactive policies adopted by the NGBs, LAOs, or the USOPC. Proactive policies set standards for professional boundaries, minimize the appearance of impropriety, and have the effect of preventing boundary violations and prohibiting grooming tactics.⁴ Tailored to a specific sport, context, legal structure or constituency, such policies may address overnight travel rules (e.g., preventing unrelated Adult Participants and Minors from sharing rooms under specified circumstances), massages and rubdowns, social media and electronic communications, photography, locker rooms, one-on-one meetings and gifting.

X. REPORTING

A. General Requirements

1. Adult Participants must know their reporting requirements under this Code, state law, and federal law. Lack of knowledge about a reporting obligation is not a defense.
2. Nothing in this Code shall be construed to require a victim of child abuse or other misconduct to self-report.
3. No one should investigate suspicions or allegations of child abuse or other Prohibited Conduct, or attempt to evaluate the credibility or validity of allegations as a

⁴ “Grooming” describes the process whereby a person engages in a series or pattern of behaviors with a goal of engaging in sexual misconduct. Grooming is initiated when a person seeks out a vulnerable minor. Once selected, offenders will then earn the minor’s trust, and potentially the trust of the

condition of reporting to the Center or to appropriate authorities.

4. The reporting requirements under this section are an individual obligation of each Adult Participant. Reporting to a supervisor or administrator does not relieve an Adult Participant of the obligations to report as specified under this section. Adult Participants must report even if they believe someone else has already reported.
5. Adult Participants must follow any other reporting requirements imposed by their organization.
6. Reports to the Center can be made:
 - a. Through the U.S. Center for SafeSport’s online reporting form, www.uscenterforsafesport.org/report-a-concern.
 - b. By Phone at 720-531-0340, during regular business hours (Monday-Friday, 9:00 AM MT – 5:00 PM MT.) or toll-free at 1-833- 5US-SAFE (24-hours per day, 7-days per week).

B. Reporting Requirements related to Child Abuse, including Child Sexual Abuse

1. An Adult Participant who learns of information or reasonably suspects that a child has suffered an

minor’s family. After the offender has engaged the minor in sexually inappropriate behavior, the offender seeks to maintain control over him/her. Grooming occurs through direct, in-person or online contact.

incident of child abuse, including sexual abuse, must immediately:

- a. Make a report to law enforcement⁵ **AND**
 - b. Make a report to the U.S. Center for SafeSport **AND**
 - c. Comply with any other applicable reporting requirements under state law.⁶
2. Reporting to the Center alone is not sufficient. You must report to both the Center and to law enforcement, and comply with any other applicable state or federal laws.
 3. Child Abuse includes incidents that involved a victim who is a minor at the time of the alleged incident, even if the victim is now an adult.

C. Reporting Requirements Relating to Sexual Misconduct

1. An Adult Participant who learns of information or reasonably suspects that an incident(s) of Sexual Misconduct has occurred, must immediately report the incident(s) directly to the Center.
2. This reporting requirement applies regardless of whether the suspected victim is an adult or minor.
3. If the Sexual Misconduct involves a minor, it must be reported as child abuse pursuant to Section X.B above.

⁵ The agency designated by the Attorney General, consistent with federal requirements set forth in section 226 of the Victims of Child Abuse Act of 1990 (34 U.S.C. § 20341).

D. Additional Misconduct that Adult Participants must report to the Center:

1. Criminal Charge(s) or Disposition(s) involving sexual misconduct or misconduct involving Minors.
2. Misconduct related to the Center's process, including suspected incident(s) of:
 - a. Aiding and Abetting
 - b. Abuse of Process
3. Retaliation.

E. Emotional & Physical Misconduct and Proactive Policies

1. An Adult Participant who learns of information or reasonably suspects that an incident(s) of emotional or physical misconduct (including bullying, stalking, hazing, and harassment) prohibited under the Code has occurred must report it to the organization (USOPC, NGB, or LAO) with which the Participant is affiliated.
2. An Adult Participant who learns of information or reasonably suspects a violation of the Minor Athlete Abuse Prevention Policies or other proactive policies must report it to the organization (USOPC, NGB, or LAO) with which the Participant is affiliated.

⁶ Information about state reporting requirements is available at <https://www.childwelfare.gov/topics/responding/reporting>

3. In lieu of reporting to the USOPC, NGB, or LAO, an Adult Participant can satisfy the reporting requirements in Section X.E by reporting to the Center.

F. Anonymous Reports

Reports may be made anonymously to the Center. Anonymity means the Center will not know the personally identifying information of the reporter. It does not mean that the underlying information will be protected.

However, an anonymous report may limit the Center's ability to investigate and respond to a report, and if an Adult Participant reports anonymously, it may not be possible for the Center to verify that mandatory reporting obligations have been satisfied.

Consequently, the Center strongly encourages Adult Participants to provide their name and contact information when reporting.

G. Confidentiality for Third-Party Reporters

Unless necessary to the Center's investigation or resolution of a matter, the Center does not disclose a Third-Party Reporter's personally identifying information.

H. Reporting Options for Claimants

A Claimant may choose to make a report to the Center to pursue resolution under these procedures and may also choose to make a report to law enforcement or pursue

available civil or administrative remedies. A Claimant may pursue one, some, or all of these options at the same time.

A Claimant who wishes to pursue criminal action in addition to, or instead of, making a report under these procedures should contact law enforcement or legal counsel directly.

XI. RESOLUTION PROCEDURES

A. Initiating Proceedings

When the Center receives a report of allegations that fall within its exclusive authority, or accepts jurisdiction over allegations within its discretionary authority, it will notify the relevant NGB, or the USOPC, conduct a preliminary inquiry, and, if appropriate, undertake an investigation to determine whether a Participant violated the Code.

B. Substantive Standards and Procedural Rules

When the alleged conduct by a Participant occurred prior to the effective date of the Code, the Center may apply other substantive standards in effect at the time of the conduct that are analogous to Prohibited Conduct, including then effective criminal laws or previous standards promulgated by the U.S. Center for SafeSport, NGB, LAO, or USOPC. However, in all cases, these resolution procedures will be used to investigate and resolve matters, regardless of when the incident of Prohibited Conduct occurred.

C. Standard of Proof

The Center bears the burden of gathering sufficient evidence to reach a determination, based on the preponderance of the evidence, that a Participant violated the Code. A “preponderance of the evidence” means “more likely than not.”

D. Consolidation

Matters involving more than one Claimant or more than one Respondent may, in the Center’s discretion, be consolidated into a single matter.

E. Related Proceedings

1. Effect of Criminal or Civil Proceedings

Because the standards for finding a violation of criminal law are different from the standards for finding a violation of the Code, the resolution of a criminal proceeding without a Criminal Disposition is not determinative of (but may be relevant to) whether a violation of the Code has occurred. Conduct may violate the Code even if the Respondent is not charged, prosecuted or convicted for the behavior that could constitute a potential violation of the Code, is acquitted of a criminal charge, or legal authorities decline to prosecute.

Apart from the application of the Code as it relates to Criminal Charge(s) and Disposition(s), the Center’s resolution will not be precluded merely because (a) a civil case or criminal charges involving the same incident or conduct have been filed, (b) criminal

charges have been dismissed or reduced; or (c) a civil lawsuit has been settled or dismissed.

2. No Waiver of Other Legal Remedies

Participating in the Center’s process does not extend or restrict a person’s right to file charges or claims regarding the underlying allegations with any other agency, law enforcement, or court. This is not intended to create or grant a right of action against the Center or in any way waive the Center’s, the USOPC’s, an NGB’s, or any other applicable party or entity’s immunity, if any, under the Protecting Young Victims from Abuse and Safe Sport Authorization Act of 2017 or any other legal theory.

F. Coordinating with Law Enforcement

The Center may contact any law enforcement agency that is conducting its own investigation to inform that agency that the Center is also investigating, to ascertain the status of the criminal investigation, and to determine the extent to which any evidence collected by law enforcement may be available to the Center in its investigation. At the request of law enforcement, the Center may delay its investigation temporarily while an external law enforcement agency is gathering evidence. The Center will resume its investigation when notified that law enforcement has completed the evidence-gathering stage of its criminal investigation. The Center may also provide some or all of its case information, documentation, or evidence to law enforcement.

G. Statute of Limitations or Other Time Bars

The Center assesses a Participant's fitness to participate in sport. As past conduct informs current fitness, no criminal, civil, or rules-based statutes of limitations or time bars of any kind prevent the Center from investigating, assessing, considering and adjudicating any relevant conduct regardless of when it occurred.

H. Methods of Resolution

1. Administrative Closures

The Center, in its discretion, may administratively close a matter. This may be done as a result of insufficient evidence, a Claimant(s) who elects not to participate in the resolution process, or other factors as determined by the Center. The Center may, upon receipt of new information or evidence, or a change in circumstances, reopen the matter for further investigation.

2. Informal Resolution

A Respondent may, at any time before a matter is final, elect to resolve allegations of Prohibited Conduct by accepting responsibility for a policy violation. A Participant's doing so provides for the opportunity to informally resolve the matter, and the Center will determine the appropriate sanction. An informal resolution is not a settlement, but does constitute a final and binding disposition of the matter. The outcome and sanctions of an informal resolution may be published by the Center.

3. Formal Resolution

A Formal Resolution occurs after the Center has completed an investigation and issues its Decision. A Respondent may request a hearing of the Center's Decision if a violation is found.

I. Participation

1. Parties

The parties to an investigation and arbitration are the Center and the Respondent. During the investigation, the Claimant and Respondent will have an opportunity to submit information and relevant evidence, to identify witnesses who may have relevant information, and to submit questions that they believe should be directed by the investigator to each other or to any witness.

Neither the Claimant nor Respondent are required to participate in the investigation nor any form of resolution under these procedures. However, full cooperation and participation in the resolution process is important to ensure that all relevant information and evidence are presented so the Center can determine whether a Code violation occurred. If a Claimant or Respondent declines to cooperate or participate in an investigation, the Center will make its decision based on the available evidence; alternatively, the Center may, in its discretion, choose not to proceed.

a. Where a Claimant declines or is otherwise unable

to participate in an investigation or hearing, the Center's ability to resolve the allegations may be limited. In such cases, the Center may pursue the report if it is possible to do so without the Claimant's participation in the investigation or resolution (e.g., where there is other relevant evidence of the Prohibited Conduct, such as recordings, corroborating reports from other witnesses, or physical evidence). Even with such evidence, however, the Center may only be able to respond to the report in limited and general ways.

- b. If during the investigative process (i.e., prior to the Decision being issued), information or evidence that is available to the Respondent, including testimonial evidence, is not provided to the investigator, such information or evidence will not be considered in determining whether a violation of the Code occurred.

2. Advisors

Throughout the resolution process, Claimant(s) and Respondent(s) each have the right to choose and consult with an advisor. The advisor may be any person, including an attorney. However, a party or witness involved in the investigation or hearing, or an employee of, board member of, or legal counsel for the USOPC, an NGB, an LAO or the Center, cannot serve as an advisor.⁷ The Claimant and Respondent may be accompanied by their respective

advisors at any meeting or proceeding related to the investigation, hearing and resolution of a report under these procedures. While the advisors may provide support and advice to the parties at any meeting or proceeding, they may not speak on behalf of the Claimant or Respondent, or otherwise participate in such meetings or proceedings except as provided herein.

3. Witnesses

Witnesses who are Participants are expected to participate and cooperate in the Center's investigation and any associated proceedings. Any witness likely to provide testimonial evidence in an Arbitration, whether in person or by affidavit or declaration, must, if requested, consent to be interviewed by the Center within a reasonable time prior to any hearing.

4. Claimant's Request for Anonymity

A Claimant may request that personally-identifying information not be shared with a Respondent. The Center will seek to honor the Claimant's request(s) if it is possible to do so while also protecting the health and safety of the Claimant and the sporting community. However, the Center may not be able to proceed with an investigation or resolution of a matter if a Claimant requests anonymity.

⁷ This provision does not intend to interfere with the USOPC's Office of Athlete Ombuds' performance of statutorily mandated functions, nor does it contemplate the

Center's Resource & Process Advisor.

5. Privacy

The Center is committed to protecting the privacy of all individuals involved in the investigation and resolution of reported allegations. With respect to any report under these procedures, the Center, in its discretion, will make reasonable efforts to protect the privacy of individuals involved in the Center's process, while balancing the need to gather information to assess a report and to take steps to eliminate Prohibited Conduct.

Information will be shared as necessary with Center staff and counsel, witnesses, and the parties. It may also be necessary for the Center to notify the NGB or the USOPC (a) of an allegation involving a Participant from that organization; (b) if the Center implements a temporary measure; (c) of procedural status updates; and (d) of any sanctions.

Parental/Guardian Notification

The Center reserves the right to notify guardians of Claimants regarding any health or safety risk.

J. Procedural Rights of Respondents

Federal law provides Respondents with certain procedural rights. 36 USC § 220541(a)(1)(H). For any action taken against a Respondent, including an investigation, the imposition of sanctions, or any other disciplinary action, the Center must provide procedural due process to the Respondent, which includes:

1. The provision of written notice of allegations against the Respondent;
2. The right to be represented by counsel or other advisor;
3. An opportunity to be heard during the investigation;
4. A reasoned written decision from the Center if a violation is found;
5. The ability to challenge through arbitration any temporary measures or sanctions imposed by the Center.

Federal law permits the Center to impose temporary measures or sanctions before providing an opportunity to arbitrate. 36 USC § 220541(a)(2)(A).

K. Recordings

No audio or video recording of any kind is permitted during interviews or meetings, except as authorized and conducted by the Center.

L. Prior or Subsequent Conduct

Prior or subsequent conduct of the Respondent may be considered for any purpose, including in determining pattern, knowledge, intent, motive, or absence of mistake. For example, evidence of a pattern of Prohibited Conduct by the Respondent, either before or after the incident in question, regardless of whether there has been a prior finding of a Code violation, may be deemed relevant to determining responsibility for the conduct under investigation. Determining the relevance of pattern evidence will be based on an assessment of whether the previous or subsequent conduct was

substantially like the conduct under investigation or indicates a pattern of similar Prohibited Conduct.

Evidence relating to other sexual behavior or the sexual predisposition of the Claimant cannot be considered in any decision, nor admitted as evidence in any arbitration, unless the probative value of the use or admission of such evidence, as determined by the Center or the arbitrator, as applicable, substantially outweighs the danger of—

- (i) any harm to the alleged victim; and
- (ii) unfair prejudice to any party.

M. Relevance

The Center has the discretion to determine the relevance of any proffered evidence. In general, statements of opinion as to any person’s general reputation for any character trait, rather than direct observations or reasonable inferences from the facts, will not be considered.

N. Investigation Report

A final Investigation Report will be prepared that sets forth the investigator’s findings of fact. This report will be shared with the Claimant(s) and Respondent(s) upon issuance of the Decision. The Investigation Report and any attachments are considered confidential.

O. Decision

The Center will determine whether there is sufficient

information, by a preponderance of the evidence, to support a finding that Respondent violated the Code. If there is a finding that the Respondent violated the Code, the Decision will note the violation and identify an appropriate sanction(s). The Claimant and Respondent will be notified of the Decision. Such Notice of Decision will set forth any violation(s) of the Code, as supported by the rationale set forth in the Decision and Investigation Report; the sanction(s) imposed against the Respondent (if applicable); and the rationale for any sanction(s) imposed. The Notice of Decision is considered confidential; however, the outcome reflected in the Decision—including whether a violation was found, the nature of the underlying misconduct, and any sanctions imposed—is not.

P. Requesting a Stay of the Sanction(s)

At any time, the Center—on its own or at the request of a Respondent—may stay a sanction(s). Whether to stay a sanction(s) is within the Center’s sole discretion and is not reviewable.

Q. Requesting Arbitration Hearing

Upon issuance of a Decision, a Respondent has ten Days to request a hearing before an arbitrator. If Respondent does not make such a request within ten Days, the Decision is no longer subject to review, except as permitted herein. If a Respondent timely requests that the Center grant an extension of time to request an Arbitration, the Center may, in its discretion, grant such

request.

R. Reopening a Matter

At any time, the Center—on its own or at the request of a Claimant or Respondent—may reopen a matter based upon new evidence that was previously unavailable or a change in circumstances that could substantially impact the original finding or sanction. Whether to reopen a case is within the Center’s sole discretion and is not reviewable.

S. Confidentiality – Release/Use of Materials

The Center’s decisions, investigation reports, and other work product are confidential under 36 USC § 220541(f)(4)(C). The following documents or evidence related to the response and resolution process must remain confidential, in that they may not be disclosed outside of the proceedings, except as may be required by law or authorized by the Center: the Notice of Decision; the Investigation Report and any documents or evidence attached thereto, including interview statements of a Claimant, Respondent, or other witnesses; any audio recordings or transcripts of those recordings created as part of the investigative process; all documents or evidence submitted to or prepared by the arbitrator, including any hearing transcripts. Violation of this provision, including by an advisor for an involved party, may constitute an Abuse of Process.

While the physical documentation must remain

confidential, the relevant NGB or the USOPC, or its affiliates may disclose the outcome of the matter, including the Summary of Decision, to those parties or organizations with a need to know so that the outcome can be properly effectuated or understood.

Additionally, subject to the Abuse of Process provision (including the prohibition on identifying a Claimant), the Center does not impose any restrictions on a Claimant’s or Respondent’s ability to discuss the incident, their participation in the Center’s process, or the outcome of that process.

If any person or entity misrepresents the process, the underlying facts, or the outcome of a matter, the Center reserves the right to publicly correct the record.

XII. TEMPORARY MEASURES

A. By the Center

1. Timing

The Center may implement Temporary Measures at any time. A Temporary Measure shall be effective immediately upon notice, unless stated otherwise. Temporary Measure(s) will remain in effect until the Center expressly removes the Temporary Measure(s).

2. Standard

When implementing a temporary measure, the

Center evaluates whether (i) the measure is reasonably appropriate based on the seriousness of the allegations and the facts and circumstances of the case; (ii) the measure is reasonably appropriate to maintain the safety or well-being of the Claimant, other Athletes, or the sport community; or (iii) the allegations against the Respondent are sufficiently serious that the Respondent's continued participation in the sport could be detrimental to the best interest of sport and those who participate in it.

When the allegations involve child sexual abuse, the age of those allegations is not relevant to this determination.

3. Remedies

Temporary measures may include, but are not limited to, altering training schedules, providing or requiring chaperones, implementing contact limitations, implementing measures prohibiting one-on-one interactions, and suspensions from participation in some or all aspects of sport activity. If measures require monitoring or chaperoning, the Respondent may be required to locate, arrange and pay for some or all of those services as a condition of continued participation pending completion of the investigation.

4. Review by Arbitrator

In all instances when a Temporary Measure materially affects the opportunity to participate (e.g., suspension), the Participant may challenge the

measure by requesting an Arbitration, in accordance with Arbitration Rule 40.

5. Modifiable

The Center may modify a Temporary Measure at any time.

6. Failure to Comply with Temporary Measures

Failure to comply with a Temporary Measure constitutes an independent violation of the Code.

B. By the USOPC, NGB, or LAO

Upon the Center's issuance of a Notice of Exercise of Jurisdiction, any temporary measures previously imposed by the USOPC, NGB, or LAO will be automatically and immediately adopted by the Center as its own, and will be applicable throughout all Olympic, Paralympic, Pan American and Para Pan sports in the United States, and will remain in effect unless and until the Center modifies those measures.

XIII. SANCTIONS

Where there is sufficient evidence through the resolution procedure to support a finding that a Participant violated the Code, the Center will determine whether or the extent to which a Participant may participate in sport and may impose one or more sanctions. Different incidents constituting a violation of the same policy may arise out of markedly different circumstances, including various case-specific aggravating or mitigating factors.

A. Sanctions

One or more of the following sanctions may be imposed singularly or in combination:

- *Written warning*
An official, written notice and formal admonition that a Participant has violated the Code and that more severe sanctions will result should the Participant be involved in other violations.
- *Probation*
A specified period of time during which, should any further violations of the Code occur during the probationary period, it will result in additional disciplinary measures, likely including a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements.
- *Suspension or other eligibility restrictions*
Suspension for a specified period of time from participation, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the USOPC, any NGB, or any LAO, or at a facility under the jurisdiction of the same. In the Center's discretion, a suspension may include restrictions or prohibitions from some types of participation but allowing participation in other capacities.

A suspended Participant is eligible to return to sport after the suspension lapses, but reinstatement may be subject to certain restrictions or contingent

upon the Participant satisfying specific conditions noted at the time of suspension.

- *Ineligibility*
Ineligibility to participate until further notice, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the USOPC, any NGB, or any LAO, or at a facility under the jurisdiction of the same. Ineligibility is typically imposed when a Respondent has pending charges, in violation of the Criminal Charges or Disposition provision.
- *Permanent Ineligibility*
Permanent ineligibility to participate, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of the USOPC, any NGB, or any LAO or at a facility under the jurisdiction of the same.
- *Other discretionary sanctions*
The Center may, in its discretion, impose other sanctions for Prohibited Conduct, including, but not limited to, other loss of privileges, no contact directives, requirement to complete educational or other programs, or other restrictions or conditions as deemed necessary or appropriate.

B. Considerations

Factors relevant to determining appropriate sanctions include, without limitation:

1. The Respondent's prior history;

2. A pattern of inappropriate behavior or misconduct;
3. The ages of individuals involved;
4. Whether the Respondent poses an ongoing or potential threat to the safety of others;
5. Respondent's voluntary disclosure of the offense(s), acceptance of responsibility for the misconduct, and cooperation in the Center's process;
6. Real or perceived impact of the incident on the Claimant, the USOPC, NGB(s), LAO(s), or the sporting community;
7. Whether given the facts and circumstances that have been established, continued participation in the Olympic & Paralympic Movement is appropriate; or
8. Other mitigating and aggravating circumstances.

Any single factor, if severe enough, may be sufficient to justify the sanction(s) imposed.

C. Publication

The Center is required under 36 USC § 220541(a)(1)(G) to maintain a publicly-available searchable database of Participants whose eligibility has in some way been restricted by the Center, the USOPC, an NGB, or an LAO.

XIV. Arbitration Rules

1. Application

These Rules shall apply to arbitrations arising out of the Code. No other arbitration rules shall be applicable. Each

Participant, by virtue of membership, affiliation, or participation or other activity making them subject to the jurisdiction of the Center, agrees to abide by and be subject to these Arbitration Rules as the sole and exclusive method of resolving any challenge to the Center's eligibility decision(s) or the Center's processes.

2. Scope

Arbitration shall resolve whether a Respondent violated the Code and the appropriate sanction.

3. Arbitrator Qualifications

The pool of arbitrators for the Center's cases shall consist of individuals who are U.S. citizens and meet the SafeSport Arbitrator Qualifications (Exhibit 2), as determined by the arbitration body. All arbitrators in the Center's arbitrator pool will receive specialized training.

4. Parties

The parties to the Arbitration will be the Center and the Respondent. A reference to the parties, the Center, the Respondent or the Claimant will include any parent or guardian of a Minor, unless otherwise stated herein.

5. Advisor

A Claimant or Respondent may have a single advisor, at that party's own expense. The advisor may but need not be an attorney.

The Respondent's advisor, if any, may participate in the pre-hearing conference, confer with the Respondent during the hearing, clarify procedural questions, present opening and closing arguments on behalf of the Respondent, suggest questions to the Respondent and the arbitrator during witness examinations, or to the extent direct examination by the parties is permitted, question witnesses on behalf of the Respondent.

A Claimant or Respondent intending to have an advisor shall notify the Center and the arbitration body of the name and address of the advisor a minimum of 24 hours before the date set for the hearing or other proceeding at which the advisor is first to appear. The parties are responsible for keeping the arbitration body informed of any changes in advisors. Notice given to a designated advisor shall be deemed notice to the advisee.

6. Confidentiality

The arbitration, including all pre-hearing matters, shall be subject to the confidentiality provisions set forth in the Code and other confidentiality policies adopted by the Center.

7. Initiating Arbitration

After receiving a request for an Arbitration hearing, the Center will send a notice to the Respondent and the Arbitration administrator informing them that an Arbitration has been initiated and requesting confirmation of an email address to which notice will be deemed received upon mailing to such address. The notice shall set forth (i) the alleged violation; (ii) the

sanction determined by the Center; (iii) the recipient's confidentiality obligations; and (iv) that any recipient who violates confidentiality obligations shall be subject to the jurisdiction of the Center and may be held, after proper process, to have violated the Code. The Arbitration will be deemed initiated upon receipt by the administrator of the necessary fees.

8. Number of Arbitrators

There shall be one arbitrator.

9. Arbitrator Appointment – Merits Arbitration

- a. Promptly after Arbitration is initiated, the Arbitration body will send simultaneously to Respondent and the Center an identical list of nine arbitrators, all of whom shall be attorneys or retired judges. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the Arbitration body of their agreement.
- b. Within 48 hours after receiving the arbitrator list, the Center and the Respondent each may strike the names of up to two arbitrators from the list and return the list to the Arbitration body. If a party does not return a strike list within the time specified, all persons named in the list shall be deemed acceptable to that party. The names stricken by a party will not be disclosed to the other party.
- c. From among the persons not stricken by the parties, the Arbitration body shall invite an arbitrator to serve. If, for any reason, an arbitrator cannot be appointed from the submitted lists, the Arbitration

body shall have the power to make the appointment from among the other attorneys or retired judges of the pool, not to include any arbitrator previously stricken by a party.

10. Notice to Arbitrator of Appointment

Notice of the appointment of the arbitrator, whether appointed by the parties or by the Arbitration body, shall be sent to the arbitrator by the Arbitration body, together with a copy of these Rules. A signed acceptance by the arbitrator shall be filed with the Arbitration body.

11. Jurisdiction and Conflicts of Interest

a. Jurisdiction

The arbitrator shall have the power to rule on the arbitration body's jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration agreement. Any challenges to the arbitrator's jurisdiction must be made in the position statement and shall be decided at or before the commencement of the hearing.

b. Conflicts of interest

Any person appointed as an arbitrator shall disclose to the arbitration body any circumstance that could affect impartiality or independence, including any bias, any financial or personal interest in the result of the Arbitration, or any past or present relationship with the parties or witnesses.

The arbitration body shall communicate any information concerning a potential conflict of

interest to the relevant parties and, as appropriate, to the arbitrator.

A party may file an objection with the Arbitration body contesting an arbitrator's continued service due to a conflict of interest. Upon receiving an objection, the arbitration body shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive. The parties may agree in writing that an appointed arbitrator subject to disqualification will not be disqualified.

c. Replacing a conflicted arbitrator

If the arbitration body determines that a selected arbitrator has a conflict of interest with one of the parties and the parties do not agree to waive the conflict, then the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges not stricken by the parties. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among other attorneys or retired judges in the arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

12. Vacancies

If an arbitrator is no longer able to hear a case for which the arbitrator has been appointed, the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges not stricken by the parties. If the appointment cannot be made from the list, the

arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

13. Submissions to and Communication with Arbitrator

Except as provided herein, no party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator position. Any documents submitted by any party to the arbitration body or to the arbitrator (with the exception of arbitrator strike lists and, when appropriate, *ex parte* submission of witness questions) shall simultaneously be provided to the other party or parties to the arbitration.

14. Hearing Concerning Sanctions and Criminal Charges or Dispositions

If a Respondent requests a hearing concerning only the Center's sanctions, or regarding a Criminal Charge or Disposition, the following Rules apply:

a. Scope

The violation and the underlying facts will be deemed established and irrebuttable. The arbitrator will determine whether the Center's sanctions are appropriate given the facts and circumstances, as established.

b. Standard of review

The arbitrator is authorized to modify the sanction only upon finding that the Center abused its discretion.

c. Briefing

Within ten Days of the arbitrator's appointment, the Respondent shall file a position statement setting forth the basis for the challenge to the sanction. Within seven Days of the Respondent's filing, the Center shall file its position statement.

d. Oral argument

The decision shall be based on the parties' briefs and the Decision. However, the arbitrator may in the arbitrator's discretion allow for oral argument.

e. Decision

The arbitrator will render a final and binding written decision to all parties within five Days from briefing, or if oral argument is allowed, within five Days of oral argument.

15. Procedural Due Process

The SafeSport Code and 36 USC § 220541(a)(1)(H) provide a Respondent with certain procedural due process protections. A Respondent who alleges violations of these rights can raise the claim before the arbitrator only if the Respondent has previously informed the Center of the alleged violation and given the Center an opportunity to cure the violation. An arbitrator can

order a party to take any reasonable steps necessary to cure the violation, except for dismissal of the action.

16. Pre-Hearing Conference

- a. The arbitrator shall schedule as soon as practicable a preliminary pre-hearing conference with the parties by telephone or video conference, but no sooner than four Days and no later than 10 Days after the arbitrator is appointed.
- b. At least two Days before the pre-hearing conference, the Respondent shall provide the Center and arbitration body with a written answer to the Center's Decision against him/her (to include a written statement containing Respondent's summary of the factual rebuttal to the violation and the defenses the Respondent intends to raise at the arbitration) and the documentary evidence and witnesses that the Respondent intends to present at the hearing, including a short summary of the expected testimony of such witnesses.
 - i. If the Respondent fails to submit the required information and then later attempts to call a witness or introduce documentary evidence, including affidavits or declarations, at the hearing not provided in the answer, the Arbitrator, upon request of the Center, must either (i) preclude the witness or documentary evidence from admission at the hearing, or (ii) postpone the hearing at Respondent's expense so that the Center can interview

the witness or review the evidence.

- ii. If a proposed witness refuses to be interviewed by the Center, the Arbitrator shall preclude the witness from testifying or otherwise providing evidence at the hearing.
- c. The pre-hearing conference will be directed by the arbitrator and shall be the exclusive opportunity of the parties to address issues that need to be resolved before the hearing, including, but not limited to:
 - i. The timeline for the exchange of position statements, list of evidence, and list of witnesses. The position statement shall address any expected evidentiary issues, challenges to jurisdiction, and any other disputed issues.
 - ii. The scheduling and logistics of the hearing, to include without limitation the amount of time each side will have to present its evidence. Absent exceptional circumstances, the arbitrator will schedule the hearing to be completed within a single, eight-hour day. The arbitrator may schedule more than one pre-hearing conference only if the arbitrator determines that an additional conference is necessary.
 - iii. The arbitrator shall issue a written decision that memorializes decisions made and agreements reached during or following the pre-hearing conference.

17. Discovery

Respondents will receive from the Center a Notice of Decision, Investigation Report, and any exhibits to the Investigation Report, redacted for any personally identifying information. There shall be no additional discovery.

18. Date and Time of Hearing

The arbitrator shall use best efforts to ensure that the hearing is completed and the decision rendered within 15 Days of the pre-hearing conference.

Although the arbitrator shall make reasonable accommodations to the parties and their advisors with regard to scheduling, the parties and their advisors have a duty to be reasonably available to ensure the ability of the arbitration process to render a reasonably prompt result. The arbitrator, in the arbitrator's sole discretion, may rule that the unavailability of a party's advisor is not grounds for postponing the hearing.

Failure by the arbitrator or the Center to adhere to the timelines set forth herein shall not be grounds for overturning the arbitrator's decision.

19. Place of Hearing

The hearing will be conducted telephonically or by videoconference except as authorized by the arbitrator in extraordinary circumstances, in which case the hearing may be held in person at a location in the United States determined by the arbitrator. If a hearing is held in

person, the arbitrator may nonetheless permit Claimant(s) or witness(es) to appear behind screens, by telephone or via videoconference. For all hearings, whether in person, telephonically, or by videoconference, the seat of the arbitration shall be Denver, Colorado.

20. Attendance

Unless the arbitrator and the parties agree otherwise, only the following individuals shall be present at the hearing: (1) the Center's representatives; (2) the Respondent; (3) the Claimant(s); (4) the Claimant(s) and Respondent's respective advisors; and (5) witnesses during their own testimony.

21. Oaths

Before proceeding with the hearing, each arbitrator will take an oath of office if required by law. The arbitrator will require witnesses to testify under oath if it is required by law.

22. Interpreters

All arbitration proceedings shall be conducted in English. Any party who would like an interpreter is responsible for coordinating directly with the interpreter and is responsible for the costs of the interpreter service. The interpreter must be free of conflicts of interest and approved by the Center.

23. Continuance

The arbitrator may continue any hearing upon agreement of the parties, upon request of a party or upon the arbitrator's own initiative. Unless agreed, postponements shall be discouraged and only granted in compelling circumstances. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the arbitration fee schedule.

24. Arbitration in the Absence of a Party or Advisor

Subject to Section XI(J), the arbitration may proceed in the absence of any party or advisor who, after notice, fails to be present or to obtain a postponement. The arbitrator shall require the party who is present to submit evidence that the arbitrator may require for the making of a decision.

25. Standard of Proof

The Arbitration shall use a preponderance of the evidence standard to determine if a Participant has violated the Code.

26. Rules of Evidence

- a. Strict conformity to legal rules of evidence shall not be necessary, and hearsay evidence may be considered.
- b. The Center's Decision and Investigative Report with Appendices shall be admitted into evidence and the

arbitrator shall give them appropriate weight.

- c. The arbitrator shall determine the admissibility, relevance and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative, irrelevant or unreliable.
- d. The arbitrator shall take into account applicable principles of privilege, including without limitation those involving the confidentiality of communications between an attorney and client and between a physician and patient.
- e. Any statement from a Minor, be it written, recorded or live, and whether direct or hearsay, shall be admissible.
- f. Evidence relating to other sexual behavior or the sexual predisposition of the Claimant cannot be admitted as evidence in any arbitration unless the probative value of the use or admission of such evidence, as determined by the arbitrator, substantially outweighs the danger of—
 - (i) any harm to the alleged victim; and
 - (ii) unfair prejudice to any party.

27. Evidence by Affidavit

The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit and shall give it such weight as the arbitrator deems appropriate after considering any objection made to its admission.

28. Hearing

Unless the parties agree that the arbitrator can determine the case without an oral hearing and on written briefing alone (which the parties may do whether the matter relates to liability and sanctions or sanctions only), the arbitrator will hold an oral hearing.

a. Arbitrator to manage proceedings expeditiously

The arbitrator, exercising discretion, shall conduct the proceedings expeditiously and may direct the order of proof, bifurcate the hearing between the violation and sanction portions of the hearing, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

b. Opening Statements

Each party shall be entitled to present a concise opening statement prior to the presentation of evidence. The Center or its advisor shall present its opening statement first, followed by the Respondent.

c. Presenting evidence

Both the Center and the Respondent shall be entitled to an equitable amount of time to present evidence in support of or in opposition to the alleged violations, as determined by the arbitrator at the pre-hearing conference. Absent exceptional circumstances, the parties will be expected to complete the hearing in a single, eight-hour business day. The arbitrator will

track the time used by each party during the course of proceedings and enforce the time limits to ensure equitable time to both parties. The parties will be permitted, subject to any pre-hearing orders, to present documentary evidence through the submission of exhibits and to present testimony through affidavit or in-person testimony of witnesses.

The Center will present its evidence first. The Respondent will present its evidence second. The Center may then present any rebuttal evidence.

d. Examining witnesses

1. The Claimant shall be subject to questioning by only the arbitrator unless the Claimant agrees to direct examination and cross-examination by the opposing party.
2. Unless the Claimant elects to be questioned directly by the parties, no later than five Days before the hearing, the Center and the Respondent each may submit, *ex parte* to the arbitrator, proposed questions and lines of inquiry for the questioning of the Claimant. The arbitrator will review the submitted questions and lines of inquiry and will, in the arbitrator's discretion, determine which are appropriate and relevant based on the understanding of the matter and to ensure the arbitrator's ability to render a decision in the matter. The arbitrator also may ask such other questions which the arbitrator deems appropriate.

3. If the arbitrator has been the sole questioner of the Claimant, then after the arbitrator's direct questioning of the Claimant is completed, the witness will be temporarily excluded from the hearing so that the arbitrator can discuss with each of the parties separately appropriate follow-up questions or supplemental lines of inquiry for the arbitrator to consider. The arbitrator will ask follow-up questions of the witness that the arbitrator deems appropriate.
4. The parties may question all other witnesses directly, provided that the arbitrator shall have the authority to limit questioning of witnesses or lines of inquiry based on, without limitation, relevance, that the questioning is cumulative, the age or mental capacity of the witness, or that the questioning has become harassing or abusive.
5. Examining Minors – the presumption is that a Minor will not testify live at a hearing; however, with the permission of the Minor's parents or guardians (or in extraordinary circumstances, without such permission), the Minor may testify if so desired.

The arbitrator shall determine the manner in which Minor's evidence shall be given, including whether any or all questioning of the Minor (live or via video) will be completed outside the presence of their parent(s) or guardian(s), bearing in mind (a) the objective of achieving a fair hearing, (b) the possible damage

to a Minor's welfare from giving evidence, and (c) the possible advantages that the Minor's evidence will bring to determining the facts.

A Minor may only be asked to testify in exceptional circumstances as determined by the arbitrator. In making this decision, the arbitrator shall consider:

- a. the Minor's wishes and feelings, in particular, the Minor's willingness to give evidence (an unwilling Minor should rarely, if ever, be obligated to give evidence);
- b. the Minor's particular needs and abilities;
- c. whether the case depends on the Minor's allegations alone;
- d. corroborative evidence;
- e. the age of the Minor;
- f. the maturity, vulnerability, understanding, capacity and competence of the Minor;
- g. whether a matter can be properly adjudicated without further questioning of the Minor;
- h. the wishes and views of any parent, person with parental responsibility for the Minor, or any guardian, if appropriate; and
- i. whether the Minor has given evidence to another tribunal or court related to the subject matter of the proceeding, the way in which such evidence was given, and the availability of that evidence.

e. Role of the Claimant

The Claimant is not a party, but has the right to be present during the hearing and to give testimony as a witness if called, but shall not otherwise participate in the hearing.

f. Closing statements

Each party will be entitled to present a concise closing statement after the close of evidence and before the hearing is concluded. The Center will present its closing statement first, followed by the Respondent, and the Center will be allowed time for a reply.

g. Hearing closed to the public

The hearing shall be closed to the public.

i. No disclosure of information

All documentary information obtained by the Center, Respondent, or the Claimant exclusively through the arbitration, including the arbitral decision, shall be deemed confidential not to be disclosed outside of the Center's process except as expressly provided herein.

ii. Recording

At the request of any party or the arbitrator, hearings shall be recorded by the arbitration body and retained by the Center in its confidential files, but shall not be made available to any party or third party except as

determined by the Center or any lawful order of a Court. The requesting party is responsible for arranging and paying for the recording.

h. Closing of Hearing

i. After all evidence has been submitted at the hearing, the arbitrator shall specifically inquire of each party whether it has any further evidence to offer or witnesses to be heard. Unless the arbitrator determines that additional evidence or witness(es) are required to resolve the controversy, the arbitrator will declare the hearing closed.

ii. There shall be no post-hearing briefing ordered except in exceptional circumstances. If documents or responses are to be filed as directed by the arbitrator, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs.

29. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to promptly state an objection in writing shall be deemed to have waived the right to object to such noncompliance.

30. Extensions of Time

For good cause shown, the arbitrator may extend any period of time established by these Rules, except the time

for making the decision, keeping in mind the need to resolve these disputes expeditiously; the unavailability of an advisor—after an arbitrator’s efforts to reasonably accommodate the advisor’s schedule—shall not be considered good cause except in exceptional circumstances. The arbitrator shall notify the parties of any extension.

31. Notice and Receipt

The parties each must provide an email address to the arbitration body and opposing parties/advisors upon initiation of an arbitration under the Rules. Notice sent to that email address shall be considered actual notice to the party effective upon delivery.

32. Decisions

a. Time

The reasoned decision shall be made promptly by the arbitrator after the close of evidence, and, unless otherwise agreed by the parties or specified by law, no later than seven Days from the date of close of the evidence or any briefing ordered by the arbitrator. To allow the Center sufficient time to arrange to share the outcome with the Claimant(s), the arbitration body will initially transmit the decision to the Center. Four hours later, the Center shall share the outcome with the Claimant(s) and the arbitration body shall transmit the decision to the Respondent(s).

b. Form

In all cases, the arbitrator shall render a written, reasoned final decision, which shall be signed by the arbitrator. All identifying information of the Claimant (including name), and witnesses (other than the Respondent) shall be redacted. If the arbitrator determines that there has been no violation, then the Respondent may request that the arbitrator redact their name or identifying information in the final decision.

c. Scope

The arbitrator may grant such remedy or relief the arbitrator deems just and equitable and within the scope of the Code and the Sanctioning Guidelines.

d. Delivery to parties

The final decision shall be deemed delivered to the parties if transmitted as provided in these Rules.

33. Modifying Decision

Within three Days after the transmittal of the arbitrator’s final decision, any party, upon notice to the other parties, may request the arbitrator, through the arbitration body, only to correct any clerical, typographical, or computational errors in the decision. The arbitrator is not empowered to re-determine the merits of any matter already decided. The other parties shall be given two Days to respond to the request. The arbitrator shall dispose of the request within two Days after transmittal by the arbitration body to the arbitrator of the request and any response thereto.

34. No Appeal

The arbitration decision shall be considered final and binding. The parties waive, to the fullest extent permissible by law, any right to challenge in court the arbitrator's decision.

35. Filing Fees and Expenses

- a. The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable.
- b. Initiating arbitration
 - i. Arbitration fees and expenses

The Respondent shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If, within 30 calendar days of the request for arbitration, the Respondent fails to provide the deposit, the Center or the arbitration body will issue a notice of failure to pay. If payment is not made within five Days after the notice of failure to pay is issued, or an extension is not granted, then the opportunity to request arbitration lapses and the Decision is final.

- ii. Hardship exemption

Respondents may, at the discretion of the Center, obtain a hardship exemption from payment of some of these fees through written certification

that they have insufficient funds to cover arbitration.

36. Other Fees and Expenses

The expenses of witnesses for any party shall be paid by the party producing such witnesses. Parties shall be responsible for their own advisor's fees and costs, and all other expenses not expressly assumed by the Center. A party who successfully seeks a continuance shall pay a continuance fee as set forth in Exhibit 1.

37. Arbitrator's Compensation

Arbitrators shall be compensated at the rates set forth in the arbitration fee schedule (Exhibit 1).

If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator and the arbitration body, and confirmed to the parties. Any arrangement for the compensation of an arbitrator shall be made through the arbitration body and not directly between the parties and the arbitrator.

38. Allocating Fees and Expenses

The arbitrator shall, in the final reasoned decision, allocate fees and expenses as follows:

- a. If a violation is not found, the Center shall reimburse the Respondent for all arbitration fees and expenses paid to the arbitration body, pursuant to Exhibit 1, below.

- b. If the case involves multiple violations, and the arbitrator modifies some violations but not all, the arbitrator has the discretion to allocate the fees and expenses paid to the arbitration body.
- c. If, in a sanctions-only hearing, the sanction is reduced the arbitrator may reapportion responsibility for all arbitration fees and expenses paid to the arbitration body between the Center and the Respondent.

39. Interpreting and Applying These Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties.

40. Temporary Measures

The following Rules govern Temporary Measures hearings.

a. Timing

At any time after Notice of a Temporary Measure, when those temporary measures materially affect the opportunity to participate (e.g., suspension), Respondent may request a hearing which shall take place no later than 72 hours after the Respondent submits the required fees or at such time as the parties otherwise agree.

b. Arbitrator

If the Center imposes or seeks to impose Temporary Measures before the appointment of a merits arbitrator on a Decision, then a special arbitrator will be appointed by the arbitration body solely to conduct the Temporary Measures hearing. This special arbitrator shall not be considered for appointment to review a final Decision. If the Center imposes or seeks to impose Temporary Measures after the appointment of an arbitrator for review of a Decision, then the appointed arbitrator shall conduct the Temporary Measures hearing.

c. Filing fees and expenses

The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable. The Center shall pay a deposit for 2/3 of the fees and expenses and the Respondent shall pay 1/3 of the fees and expenses associated with a Temporary Measures arbitration as set forth in Exhibit 1. The Respondent shall not be responsible for filing fees if qualifying for a Hardship Exemption.

d. Procedures

i. Expedited proceedings

The Temporary Measures hearing is an expedited proceeding to quickly resolve whether sufficient evidence exists to satisfy the arbitrator that the temporary relief requested is appropriate

based on the known facts and circumstances of the case at the time of the hearing. The Temporary Measures hearing is not intended to be the hearing necessary to finally resolve whether the Respondent has committed a violation or what the appropriate sanctions should be if a violation is found to have occurred.

ii. Pre-hearing Conference

The arbitrator shall hold a brief pre-hearing conference solely to address scheduling of the hearing.

iii. Position Statements

The Center and Respondent may each submit a position statement of no more than five pages setting forth the basis for their respective positions. Each party may also present such evidence as it deems necessary. The position statement may also address jurisdictional objections or allegations that the Center failed to follow its procedures. All other issues and objections, if any, are reserved and preserved for a hearing on the final Decision.

iv. Length of Hearing

Except in exceptional circumstances, the Temporary Measures hearing will last no longer than two hours.

e. Standard of review

To affirm Temporary Measures, the arbitrator must

find based on the evidence presented, that: (i) the measure is reasonably appropriate based on the seriousness of the allegations and the facts and circumstances of the case; (ii) the measure is reasonably appropriate to maintain the safety or well-being of the Claimant, other Athletes, or the sport community; or (iii) the allegations against the Respondent are sufficiently serious that the Respondent's continued participation in the sport could be detrimental to the best interest of sport and those who participate in it. In all cases, there shall be a rebuttable presumption that the allegations, as presented, are true. When the allegations involve child sexual abuse, the age of those allegations is not relevant to this determination.

f. Decision

The arbitrator may approve, reject, or modify the Temporary Measures imposed or proposed by the Center. The arbitrator shall issue a decision regarding the Center's request for Temporary Measures either orally at the conclusion of the hearing, with a written reasoned order to follow, or by a written reasoned decision issued within 24 hours of the close of the Temporary Measures hearing. The decision is inadmissible and shall be given no weight in an arbitration on the final Decision, if any.

g. No appeal

Neither the Center nor the Respondent may appeal the arbitrator's decision. The denial of the requested

relief shall not, however, prejudice the Center's right to seek Temporary Measures in the same case in the future based on information or evidence not previously in the Center's possession. In such cases, the Respondent will be offered another hearing.

Exhibit 1

JAMS ARBITRATION FEES

The arbitration body for U.S. Olympic and Paralympic SafeSport Arbitrations is JAMS, www.jamsadr.com. Applicable arbitration fees are as stated, effective March 3, 2018.

\$5,200.00 Single arbitrator

\$1,500.00 Single arbitrator, temporary measures hearing

- A deposit for the full price of JAMS fees and neutral rates is due at the time an Arbitration is requested. An amount of \$1,600 for single arbitrator matters is non-refundable. An amount of \$500 for single arbitrator, temporary measures hearings, is non-refundable.
- Applicable arbitrator travel costs will be charged.
- The above fees exclude usage of facilities. If a JAMS facility is used, a room rental fee not to exceed \$300/day will be charged.

CANCELLATION/CONTINUANCE POLICY

<i>Cancellation/Continuance period</i>	<i>Fee</i>
14 or more calendar days prior to hearing	<ul style="list-style-type: none">• Arbitration, single arbitrator, \$3,600 is refundable• Temporary Measures Hearing, non-refundable

- Hearing fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party requesting the hearing is responsible for the fees of all parties.
- JAMS reserves the right to cancel the hearing if fees are not paid as required by the applicable cancellation date and JAMS confirms the cancellation in writing.

Exhibit 2
SafeSport Arbitrator Qualifications

INDEPENDENCE

Each arbitrator shall be independent. An arbitrator is “independent” if (a) the individual has no current, material affiliation or relationship, directly or indirectly, with the United States Center for SafeSport, the United States Olympic & Paralympic Committee (USOPC), any National Governing Body (NGB), any Paralympic Sports Organization (PSO), the Athletes Advisory Council of the USOPC (AAC), or any other affiliated organization such as an Olympic Training Center or designated partner, and (b) such person is free of any direct or indirect relationships that create an actual or perceived conflict of interest that could reasonably be expected to interfere with the exercise of independent judgment of such person. Before an arbitrator may be selected for the JAMS SafeSport Panel, the individual shall disclose any potential conflicts of interests to JAMS.

KNOWLEDGE

In addition to independence, arbitrators shall have a demonstrated working knowledge of sexual assault, domestic violence, child sexual abuse, grooming, trust dynamics, and trauma-informed questioning/forensic interviewing protocol. Experience involving emotional, physical and sexual misconduct in sport is strongly preferred.

WORKING EXPERIENCE

Arbitrators shall have experience working in at least one of the

following areas:

- In criminal law as a judge, district attorney, or defense attorney, with specific experience in sexual misconduct
- Law enforcement, with specific experience in sexual misconduct
- As a social worker
- A Title IX coordinator or investigator
- As a guardian *ad litem*, or
- Other comparable working experience.



AT-A-GLANCE

2025 MINOR ATHLETE ABUSE PREVENTION POLICIES



In 2024, The U.S. Center for SafeSport (Center) released updated requirements to the Minor Athlete Abuse Prevention Policies (MAAPP) with mandatory components that the United States Olympic and Paralympic Committee (USOPC) and National Governing Bodies (NGB) were required to adopt. NGBs and the USOPC must implement these policies as well as require all Local Affiliated Organizations (LAO) (e.g., member clubs, regional associations, state associations) to implement. NGBs, LAOs, and USOPC are collectively referred to as Organizations.

This resource highlights the mandatory minimum requirements that each of these Organizations must adopt, and all Adult Participants must follow. Each Organization can choose to implement stricter requirements for their sport, and many have done so. It is the responsibility of the Organizations to communicate all policy requirements to their Adult Participants.

Insert Organization Name adopted its Insert Policy Name on Insert Policy Name

The policy in its entirety can be found at the following link:

Insert Policy Link

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REPORTING MISCONDUCT

Each Organization must have a policy for reporting alleged violations of sexual, emotional, and physical abuse and misconduct as well as violations of its MAAPP. Every Adult Participant is a Mandatory Reporter and must immediately report any potential violations of sexual, emotional, and physical misconduct and violations of the MAAPP to the appropriate parties. Please use the guidelines below to report suspected abuse or misconduct.

REPORTING REQUIREMENTS FOR POTENTIAL VIOLATIONS OF SEXUAL MISCONDUCT AND ABUSE

Any reports of potential sexual misconduct must immediately be reported to the Center. Reports can be made by visiting the [U.S. Center for SafeSport Report Form](#) or by calling 833-5US-SAFE (587-7233).

Additionally, any reports involving child abuse, including child sexual abuse, must also be reported to law enforcement as well as any other agencies as required by state and federal laws.

REPORTING REQUIREMENT FOR POTENTIAL VIOLATIONS OF PHYSICAL AND EMOTIONAL MISCONDUCT AND ABUSE

Any reports of potential violations of physical and emotional misconduct and abuse must be immediately reported to your Organization. Reports can be made at: [Enter Organization's Reporting Information](#).

REPORTING REQUIREMENTS FOR POTENTIAL VIOLATIONS OF THE MAAPP

Any reports of potential violations of the MAAPP must be immediately reported to your Organization. Reports can be made at: [Enter Organization's Reporting Information](#).



IMPORTANT TERMS

Adult Participant: Any adult (18 years of age or older) who is:

- a. A member or license holder of an NGB, LAO, or USOPC;
- b. An employee or board member of an NGB, LAO, or USOPC;
- c. Within the governance or disciplinary jurisdiction of an NGB, LAO, or USOPC;
- d. Authorized, approved, or appointed by an NGB, LAO, or USOPC to have Regular Contact with or Authority over minor athletes.

Authority: When one person's position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person.

Minor Athlete: An amateur athlete under 18 years of age who participates in, or participated within the previous 12 months in, an event, program, activity, or competition that is part of, or partially or fully under the jurisdiction of an NGB, LAO, or USOPC.

Observable & Interruptible: The interaction must be easily seen and easily stopped if necessary by another person (adult or minor).

Regular Contact: Ongoing interactions during a 12-month period wherein an Adult Participant is in a role of direct and active engagement with any amateur athlete(s) who is a minor. Each Organization can further define this meaning.

EDUCATION & TRAINING

Any Adult Participant who has Regular Contact with or Authority over a minor athlete, or is an employee or board member of an NGB, LAO, or USOPC must complete the SafeSport® Trained Core and subsequent refreshers.

Training must occur before Regular Contact with a minor athlete begins and within the first 45 days of initial membership or a role subjecting the adult to this policy, **whichever comes first**.

Training must occur **every 12 months** to maintain compliance.

REQUIRED PREVENTION POLICIES

The Required Prevention Policies must be followed by all Adult Participants during all In-Program Contact regardless of if that Adult Participant has Regular Contact with or Authority over minor athletes.

In-Program Contact is any contact (including communications, interactions, or activities) between an Adult Participant and any Minor Athlete(s) related to participation in sport.



The table below depicts some common activities that could be related to participation in sport. Each Organization may have additional activities not included below:

TEAM ACTIVITIES	EVENT TRAVEL	OTHER IN-PROGRAM CONTACT
<ul style="list-style-type: none"> • Events • Practice • Fundraisers • Tournaments and games • Film review and strategy meetings 	<ul style="list-style-type: none"> • Travel to and from events, tournaments, and other activities • Lodging, hotel stays • Pre-event participant meetings • Check-in and registration • Team meals 	<ul style="list-style-type: none"> • Celebrations and awards • Pre-event parties and gatherings organized by event hosts • Team photo shoots • Volunteer and community service • Camps • Clinics

EXCEPTIONS TO THE REQUIRED PREVENTION POLICIES:

The following exceptions apply **only** to the Required Prevention Policies and **not** Education and Training Requirements and apply to all Required Prevention Policies unless noted otherwise.

1 | EMERGENCY

This exception exists for situations where an Adult Participant cannot meet the Required Prevention Policies due to an emergency. Adult Participants must carefully consider whether specific circumstances meet the threshold of “emergency.” Adult Participants should document emergencies in accordance with their Organization’s protocols and requirements.

2 | CLOSE-IN-AGE EXCEPTION

This exception allows for one-on-one In-Program Contact between an Adult Participant and a Minor Athlete if the Adult Participant has no authority over the Minor Athlete; and the Adult Participant is no more than four years older than the Minor Athlete. The four years should be determined by date of birth.

3 | DUAL RELATIONSHIP

This exception allows for one-on-one In-Program Contact when the Adult Participant has a relationship with a Minor Athlete that is outside of the sport program. The exception requires written consent from the Minor Athlete’s parent/guardian at least annually. The consent must identify for which Required Prevention Policies the parent/guardian is allowing the one-on-one In-Program Contact.

4 | PERSONAL CARE ASSISTANT EXCEPTION

This exception exists for Adult Participants who assist a parasport athlete with activities of daily living and preparation for athletic participation. This exception allows for one-on-one In-Program Contact between an Adult Participant and a Minor Athlete if the following requirements are met:

- a. the Minor Athlete’s parent/guardian has provided written consent to the Organization; and
- b. the Adult Participant Personal Care Assistant has complied with the Education & Training Policy; and
- c. the Adult Participant Personal Care Assistant has complied with the Organization’s screening policy.



POLICY: MEETINGS

- All In-Program meetings must be observable and interruptible unless an exception exists.
- Meetings with a licensed mental health care professional and health care provider, or a student under the supervision of a licensed mental health care professional or licensed health care provider, at a sanctioned event or a facility which is partially or fully under the Organization's jurisdiction must be observable and interruptible unless the following requirements are met:
 - » Door remains unlocked; and
 - » Another adult is present at the facility and notified the meeting is occurring. Minor Athlete identity does not need to be disclosed; and
 - » Organization is notified of the meeting; and
 - » Provider obtains consent as required by law and ethical standards.

POLICY: INDIVIDUAL TRAINING SESSIONS

- All In-Program individual training sessions must be observable and interruptible unless an exception exists.
- Written consent must be obtained by the Adult Participant or Organization before any individual training session and then collected annually, this consent can be withdrawn at any time.
- Parents/guardians must be allowed to observe.

POLICY: MANUAL THERAPY AND THERAPEUTIC AND RECOVERY MODALITIES

Manual therapy and therapeutic and recovery modalities can be different for each sport. They can include, but are not limited to: first aid, massage, taping, cupping, stretching, cryotherapy, neuromuscular stimulations, electrical stimulations, etc.

- All In-Program manual, therapeutic, and recovery modalities must be observable and interruptible. Only the emergency exception applies within this policy.
- Adult Participants providing the manual, therapeutic, and recovery modalities must meet the following requirements:
 - » Have another Adult Participant physically present for the modality or manual therapy; and
 - » Documented consent is obtained at least annually from parents/legal guardians to the providers or the Organization, when applicable. This consent can be withdrawn at any time; and
 - » Manual therapy and therapeutic and recovery modalities must be performed with the Minor Athlete fully or partially clothed, ensuring that the breasts, buttocks, and groin or genitals are always covered; and

- » Adult Participants must narrate the steps in the modality or manual therapy modality before taking them, seeking assent of the Minor Athlete throughout the process; and
- » Allow parents/guardians in the room as an observer unless competition or training venues limit credentialing

POLICY: LOCKER ROOMS AND CHANGING AREAS

- All In-Program Contact within a locker room, changing areas, or similar space must be observable and interruptible unless an exception exists.
- No use of photographic or recording capabilities of any device is permitted.
- Adult Participants must not remove their clothes or behave in a manner that intentionally or recklessly exposes their breast, buttocks, groin, or genitals to a Minor Athlete.
- Adult Participants cannot shower with Minor Athletes unless they meet the Close-in-Age exception or the shower is part of a pre- or post-activity rinse while wearing swimwear.
- Parents/guardians may request in writing that their Minor Athlete not change or shower with Adult Participants and that request must be abided by.
- Organizations may permit recording or photography in locker rooms for the purpose of highlighting a sport or athletic accomplishment if:
 - » Parent/guardian consent is obtained; and
 - » Organization approves the specific instance of recording or photography; and
 - » Two or more Adult Participants are present; and
 - » Everyone is fully clothed.
- Organizations must provide a private or semi-private place for Minor Athletes to change or undress at sanctioned events or facilities partially or fully under the Organization's jurisdiction.
- Organizations must monitor the use of the locker rooms, changing areas, and similar sanctioned events or facilities partially or fully under the Organization's jurisdiction.

POLICY: ELECTRONIC COMMUNICATIONS

Electronic communications include, but are not limited to: email, phone calls, video conferencing, video coaching, texting, social media, or through any other electronic medium.

- All one-on-one electronic communications between an Adult Participant and a Minor Athlete must be open and transparent unless an exception exists.
- Adult Participants must copy the Minor Athlete's parent/guardian, another adult family member, or another Adult Participant to make communication open and transparent.

» If a Minor Athlete communicates with the Adult Participant first, the Adult Participant must follow the policy when responding.

- Only platforms that allow for open and transparent communication may be used to communicate with Minor Athletes.
- When communicating with a team, Adult Participants must copy or include the Minor Athletes' parents/guardians, another adult family member of the Minor Athletes, or another Adult Participant.
- All electronic communication originating from an Adult Participant must be professional in nature unless an exception exists.
- Parents/guardians may request in writing that an Organization or an Adult Participant not contact their Minor Athlete through any form of electronic communication. This request must be followed, absent emergency circumstances.

POLICY: TRANSPORTATION

- All In-Program Contact during transportation must be observable and interruptible unless an exception exists, or the Adult Participant has advance written consent from the Minor Athlete's parent/guardian. This consent can be withdrawn at any time.
- In-Program transportation requirements are met if the Adult Participant is accompanied by another Adult Participant or at least two minors who are 8 years of age or older.
- Written parent/guardian consent is required annually for all transportation authorized or funded by an NGB, LAO, or USOPC. This consent can be withdrawn at any time.

POLICY: LODGING

- Lodging arrangements covered under this policy include, but are not limited to, hotel stays, rentals (i.e., Airbnb, VRBO, HomeToGo, etc.), and long-term residential environments, including lodging at training sites and billeting.
- All In-Program Contact during lodging must be observable and interruptible unless an exception exists.
- Adult Participants cannot share a hotel room or otherwise sleep in the same room with a Minor Athlete, unless an exception exists, **and** advance written consent is provided to the Organization or Adult Participant for each **specific** lodging arrangement.
- Written consent must be obtained annually by the Organization or the Adult Participant for all In-Program lodging. This consent can be withdrawn at any time.
- Two Adult Participants must be present for any room checks.
- Adult Participants, not including athletes that meet the Close-in-Age exception, traveling overnight with Minor Athletes are assumed to have Authority and must comply with the Center's Education and Training Policy.



Policy Name: USA Volleyball and its Regional Volleyball Associations Background Check Policy

Date of Issuance: 8/6/2021

Applies To: USA Volleyball Members

Purpose:

The U.S. Olympic and Paralympic Movement, including USA Volleyball and its Regional Volleyball Associations are committed to the safety of athletes and participants involved in sport. The USOPC requires NGBs, PSOs, and HPMOs, in this case, USA Volleyball (hereinafter “USAV”) and its Regional Volleyball Associations (hereafter “RVA”) to conduct regular background checks.

All provisions of this policy are mandatory in substance and must be followed as applicable. The USOPC has set forth the minimum standards and basic requirements that USAV and RVA are required to follow. In addition, the USOPC has authorized USAV and RVA to adopt background check standards that are more demanding than the USOPC policy.

Policy Statement:

I. Application.

This policy applies to the following USAV and RVA groups and individuals that are 18 years of age or older (all individuals falling under this policy shall have a successful USAV background check on record prior to participation in the role unless another timeframe is indicated below):

- A. USAV and RVA employees and individuals that USAV or RVA authorize, approve or appoint to (a) serve in a position of authority over or (b) have regular contact with athletes.¹ This shall include, but is not limited to, USAV and RVA staff, officials, coaches, club directors, board members, coordinators, club administrators, chaperones, team representatives, tournament directors, trainers, independent contractors, volunteers,² medical personnel, and other individuals authorized or nominated by USAV or RVA to work with athletes or other sport participants while at USAV sanctioned events or while at a USAV Training Site.³
- B. Assistants, or personal care assistants who are funded, have a contractual obligation with, or are credentialed by USAV or RVA, or otherwise have regular

¹ Non-U.S. Citizen athletes, coaches, and personnel staying less than 14 days will be exempt from process if other safeguards to minimize risk can be put in place.

² This policy may not apply to volunteers and others who only have incidental and observable contact with athletes at events.

³ The term “USAV Training Site” refers to any facility/location that is owned, managed, or operated by USAV and used by USAV or its athletes for competitions and/or training, recovery, or coaching purposes. USAV does not have any Training Sites as defined.

contact with USAV or RVA athletes.

- C. All athletes and alternates, training partners, and guides 18 years of age or older who are selected by USAV to participate in national or international team or Delegation Events. Individuals referenced in this subsection shall have 45 days after reaching the age of majority (18 years of age) to come into compliance with this background check policy.
- D. All athletes and alternates, training partners,⁴ and guides 18 years of age or older that are selected by USAV or RVAs to train at any Olympic & Paralympic Training Center, USOPC High Performance Training Center, or USAV Training Site.
- E. All athletes and alternates, training partners and guides 18 years of age or older who may have frequent contact or authority over other athletes, including teammates and playing partners.
- F. Other individuals who have regular contact with athletes as determined by USAV or RVA in their discretion.

II. Background Check Search Components.

- A. **Full Background Checks.** All full background check screens will include at least the following search components:
 - 1. Social Security Number validation;⁵
 - 2. Name and address history records;
 - 3. Two independent Multi-Jurisdictional Criminal Database searches covering 50 states plus DC, Guam, and Puerto Rico;
 - 4. Federal District Courts search for each name used and district where the individual currently lives or has lived during the past seven years, going back the length of time records are available and reportable;
 - 5. County Criminal Records for each name used and county where the individual currently lives or has lived during the past seven years, going back the length of time records are available and reportable for each county searched;
 - 6. National Sex Offender Registry database search of all available states, plus DC, Guam, and Puerto Rico;
 - 7. Multiple National Watch Lists;
 - 8. SafeSport Disciplinary Records;⁶
 - 9. Comprehensive International Records search for U.S. citizens who have lived outside of the United States for six consecutive months in any one country, during the past seven years;⁷

⁴ Non-U.S. Citizen training partners staying less than 14 days are exempt from this process.

⁵ Social Security number is required for verification purposes. Background checks based on name, date of birth, address history and Social Security number are standard throughout the background screening industry. These are key identifiers used to search national and country criminal databases. No background check will be submitted or completed without a social security number.

⁶ Until the process is automated, this component will not be enforced.

⁷ International record checks vary from country to country. NCSI will provide comparable search

10. Motor Vehicle Records of at least a 3-year history in the state of licensure; (if driving is required for position);

B. **Supplemental Background Checks.** All supplemental off-year background check screens will be conducted using at least the following search components:

1. Multi-Jurisdictional criminal database covering 50 states plus DC, Guam, and Puerto Rico;
2. Sex Offender Registry database searches of all available states, plus DC, Guam, and Puerto Rico; and,
3. SafeSport Disciplinary Records.

III. Timeframe.

- A. Full background checks will be completed prior to the commencement of a new role or competition for all applicable individuals.
- B. At minimum, full background checks will be conducted on all applicable individuals every two years using at least the background check search components referenced in Section II.A.
- C. A supplemental, partial, background check will be conducted in the off-years using at least the background check search components referenced in Section III.B.

IV. USAV Training Sites.

USAV shall require criminal background checks in compliance with the background search components in Section II.A., for those individuals USAV formally authorizes, approves or appoints (a) to serve in a position of authority over athletes, or (b) to have regular contact with athletes. *USAV currently does not have any "training sites" as defined by the USOPC.*

V. Media.

Individuals affiliated with the media, who are authorized or credentialed by USAV or RVA to attend a USAV sanctioned event, or authorized or credentialed by USAV to access a Training Site are required to undergo a criminal background check if they have unsupervised one-on-one interactions with the athletes.

VI. Third-Party Vendors/Contractors.

Contracts with third-party vendors/contractors that are (a) in a position of authority over or (b) in regular contact with athletes must include the background check requirements set forth in this policy.

VII. Partner Programs.

When partnering with community organizations for events, USAV or RVA shall ensure that the partnership agreement includes language regarding background check requirements. The agreements shall also specify that certification must be provided by the community organization upon request by USAV or RVA to establish that the mandated background checks were

components depending on the laws of that specific country.

conducted.

VIII. Background Check Report Review.

A. **USAV/RVA Background Checks.** Any USAV/RVA background check that results in a report of a disposition or resolution of a criminal proceedings, other than an adjudication of not guilty,⁸ for any of the below criminal offenses, will be subject to USAV/RVA policies and procedures to determine the individual's level of access and involvement:

1. Any felony;⁹
2. Any misdemeanor involving:
 - a. Any drug related offenses;
 - b. Harm to a minor and vulnerable person, including, but not limited to, offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a minor, and DUI with a minor;
 - c. Violence against a person (including crimes involving firearms and domestic violence);
 - d. Stalking, harassment, blackmail, violation of a protection order and/or threats;
 - e. Destruction of property, including arson, vandalism, and criminal mischief; and,
 - f. Animal abuse or neglect.

B. **Automatic Disqualifiers for Participation in USAV Sanctioned Events and/or Activities.** Any USAV/RVA background check that results in a report of a disposition or resolution of a criminal proceedings, other than an adjudication of not guilty,¹⁰ for any of the below criminal offenses, will be subject to USAV/RVA policies and procedures to determine the individual's level of access and involvement:

1. All sex offenses (felonies and misdemeanors), criminal offenses of a sexual nature to include but not limited to; rape, child molestation, sexual battery, lewd conduct, possession and distribution of child pornography,

⁸ A "disposition or resolution of a criminal proceeding, other than an adjudication of not guilty" shall include, but is not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an Alford or Kennedy plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement, or the existence of an ongoing criminal investigation, a warrant for arrest, or any pending charges.

⁹ For purposes of these procedures, the term "felony" shall refer to any criminal offense punishable by imprisonment for than one year.

¹⁰ A "disposition or resolution of a criminal proceeding, other than an adjudication of not guilty" shall include, but is not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an Alford or Kennedy plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement, or the existence of an ongoing criminal investigation, a warrant for arrest, or any pending charges.

- possession and distribution of obscene material, prostitution, indecent exposure, public indecency, and any sex offender registrant;¹¹
2. Murder and Homicide regardless of time limit;
 3. Felony Violence and Felony Drug offenses in the past 10 years;
 4. Any misdemeanor violence offenses in the past 7 years
 5. Any multiple misdemeanor drug and/or alcohol offenses within the past 7 years;
 6. Any other crimes against children in the past 7 years

The time frames associated with the categories of crime listed above are calculated based on the date of the offense. Individuals that are disqualified must wait one season before reapplying for affiliation with USAV/RVA.

- C. **Secondary Review of USAV Determinations.** USAVRVA must comply with the USOPC Background Check Policy and Procedures as it relates to situations under which a secondary review of USAV/RVA determinations will be conducted by the USOPC.
- D. **Additional Background Checks.** USAV and RVA retain the right to require additional background checks at any time.

IX. Background Check Disputes and Appeals.

- A. **Disputes of Findings.** Disqualified individuals may dispute the findings of the background check directly with USAV/RVA's approved background check organization.
- B. **Appeals of Disqualifications.** All disqualified individuals have the right to request an appeal of their disqualification by filing a written request for review with the USAV General Counsel within thirty (30) days from the date of notification of the disqualification. An email from the individual requesting said review will constitute a timely request, however, no review by USAV shall occur until all other requirements have been met.
 1. **USAV Review Panel.** Any individual's request will be reviewed by a USAV Review Panel, which will consist of:
 - a. USAV Chief of People and Culture
 - b. USAV Manager, SafeSport
 - c. USAV Chief of Membership Services
 2. **Considerations.** USAV Review Panel has the discretion to deny membership to any individual if it finds, in good faith, that an individual's conviction(s) or pending disposition(s) may have a negative effect on USAV or RVA. In rendering its finding, the Review Panel will consider the following:

¹¹ Any participant that has been convicted of, received an imposition of a deferred sentence for, or any plea of guilty or no contest for any sexual crime, criminal offense of a sexual nature, and/or is a sex offender registrant must be reported.

- a. The legitimate interests of USAV in providing a safe environment for athletes and other individuals who may participate in USAV programs and events;
- b. Any information produced by the individual, or produced on behalf of the individual, concerning the incident(s) that resulted in the disqualification; and,
- c. Any other information, which in the determination of USAV, would bear on whether or not the individual should be denied or granted membership.
- d. Whether any charges are currently pending resolution, and if so, the USAV Review Panel will table any decisions until the final resolution.

A determination will be made based on a majority vote of USAV Review Panel. USAV Review Panel will communicate its findings to the individual in writing within five (5) business days following the review. USAV Review Panel shall serve as the final decision authority.

X. Authorized Background Check Organization.

USAV and RVA use the National Center for Safety Initiatives (NCSI) as their background check vendor. NCSI is a full-service screening organization that works in accordance with the *Recommended Guidelines*© established by the National Council of Youth Sports (“NCYS”).

Florida Region of USA Volleyball Incident Review Policy – Oct 2024

I. Introduction

- Purpose of Policy
 - To establish a clear, fair, and consistent process for reviewing and addressing complaints and incidents within USA Volleyball.
 - To ensure the safety, integrity, and positive experience of all members and participants in volleyball activities.
- Scope
 - Applies to all members and other involved parties at USA Volleyball events, programs, and activities.

II. Definitions

- Incident - Any action that potentially violates the policies, codes of conduct, or rules of the sanctioning body or the venue governing the program or event. Additionally, any violations of laws or statutes.
- Complainant – The individual or individuals that submit a complaint.
- Respondent – The individual or individuals that are the subject of a complaint.
- Witness – The individual or individuals that may have witnessed or have firsthand knowledge of the incident.
- Involved Parties - Includes the respondent(s), complainant(s), or witness(es) related to a specific incident.
- Case Management Team – A panel of up to three (3) staff members from the Florida Region.
- Incident Review Committee – A panel of three (3) board members that do not have a conflict with the complainant(s) or respondent(s). The board attorney may also provide assistance/guidance to this committee, as needed.
- Board of Directors – A panel of up to nine (9) board members, representing the Florida Region of USA Volleyball.
- Review Panel – Refers to either the Case Management Team or the Incident Review Committee, depending on which panel is reviewing a complaint.
- Types of Violations – These include, but are not limited to, the following categories:
 - Policy Violations
 - Venue Violations
 - Law Enforcement Violations
- Policy Governing Organizations – These include, but are not limited to, the following organizations:
 - Florida Region of USA Volleyball
 - USA Volleyball
 - US Center for SafeSport
 - US Olympic & Paralympic Committee (USOPC)
 - Federation of International Volleyball (FIVB)

- World ParaVolley (WPV)
- Venue Governing Organizations – This includes, but is not limited to, any venue (indoor or outdoor) where a sanctioned event takes place.
- Law Governing Organizations - This includes, but is not limited to, any law enforcement agency that has jurisdiction over a specific matter or incident.
- Minor Incident - A breach that has a limited impact on the event or participants and can generally be resolved through corrective measures.
- Major Incident - A breach that significantly impacts the safety, fairness, or integrity of the event or participants.
- Severe Incident - A serious breach involving significant harm or risk to individuals or the organization, potentially involving legal implications.

III. Reporting an Incident

- Reporting Procedure
 - Incidents and/or complaints may be reported through the following avenues (e.g., through an online form, email, or written communication).
 - Region – www.floridavolleyball.org
 - USAV – www.usavolleyball.org
 - US Center for SafeSport – www.uscenterforsafesport.org
 - Law Enforcement (Contact the agency with jurisdiction over the venue)
 - Phone calls are allowable to discuss a complaint, however all complaints must be documented in writing before they can be processed by the Case Management Team.
 - Required information: The following information should be included, as a minimum:
 - Date, time, and location of incident
 - Involved parties (a list with contact information)
 - Description of the incident (provide as many factual details as possible)
 - Note: Additional information may be requested depending on the type of case.
- Confidentiality
 - Case information and reports will be handled confidentially and only shared with relevant parties. Personal identifying information for minors and other protected parties will be redacted in any external reports.
- Non-retaliation
 - Florida Region of USAV prohibits any form of retaliation against individuals who submit a valid complaint. Any concerns regarding potential retaliation should be reported immediately to the Florida Region Case Management Team.

IV. Incident Review Process

- STEP 1 – ASSESS
 - Initial Assessment - Preliminary review by the Florida Region Case Management Team to categorize the severity of the incident.

- Upon the occurrence of an incident, the Case Management team will conduct an initial assessment to gather essential information, including the nature of the incident, involved parties, and immediate impacts.
 - The Case Management team will document the initial findings, including witness statements and any physical evidence.
 - During the assessment, it will be determined if the incident rises to the level of a policy or law violation. If so, it will be awarded a case number and will be processed per the Incident Review Policy requirements. If not, the complainant(s) will be notified that the complaint is not actionable, based on the information provided.
- Escalation – The Case Management Team shall determine if the complaint is to be referred to an Incident Review Committee for further review and potential action. If referred, the Board Chair, or their designee will appoint an Incident Review Committee and its Chair.
- Timeliness - The assessment must be conducted as soon as possible to ensure accuracy and relevance of information. Any delays or extensions will be communicated in writing to all parties addressing the circumstances and the anticipated timeline.
- STEP 2 – REVIEW
 - Comprehensive Review - Detailed examination of the incident, including gathering evidence, interviewing all involved parties, and reviewing relevant documentation.
 - Documentation – The case management report will be updated, summarizing the parties involved, findings, discussions, and any outcomes.
 - Engagement of Involved Parties - If appropriate, all involved parties will be invited to provide additional context or feedback during the review process.
 - Note: Formal case review can be conducted by either the Case Management Team or an Incident Review Committee.
- STEP 3 – DECIDE
 - Decision-Making - Determine the outcome based on the case review findings and applying appropriate actions or penalties, if warranted, per policy.
 - Based on the review findings, the review panel will determine the appropriate actions to be taken, which may include, but are not limited to:
 - Corrective actions or penalties
 - Training or educational opportunities
 - Referral to law enforcement
 - Recommendations for policy changes
 - Communication - The decision will be communicated in writing by the Florida Region to all involved parties, including the rationale behind the chosen actions. This communication should occur within 14 business days of completing the review, depending on individual circumstances.
 - Follow Up - The Florida Region will outline a follow-up plan to monitor the implementation of any corrective actions or penalties and assess their effectiveness over time.

- Important Note: Based on the type of case, this process may take up to 30-45 calendar days to complete the entire Incident Review Process. Any additional time required will be communicated to all relevant parties.

V. Levels of Penalties

- **Level 1: Minor Incidents**

- Examples: These may include, but are not limited to, minor rule violations, incidents involving sanctioning fees, unpaid obligations, uniform violations, team roster issues/violations, untrained officiating teams, improper tournament procedures, inappropriate behavior with limited impact.
- Potential penalties:
 - Written warning or reprimand (Notice of Infraction)
 - Mandatory education or training session
 - Written apology or corrective action plan
 - Fines, as required by policy
- Documentation: Case details will be retained in the official records of all involved parties in perpetuity.

- **Level 2: Major Incidents**

- Examples: These may include, but are not limited to, major/multiple rule violations, falsified information, minor property damage, dispute of valid charges, minor physical altercations, conduct detrimental to the sport or event.
- Potential penalties:
 - Removal, probation or suspension from one or more events or activities for a specified period
 - Temporary or permanent loss of membership privileges, or good standing status as an official, coach, tournament director, or club director
 - Fines or restitution for damages caused
- Documentation: Case details will be retained in the official records of all involved parties in perpetuity.

- **Level 3: Severe Incidents**

- Examples: These may include, but are not limited to, major physical altercations, violence, abuse, major property damage, severe breaches of conduct, sexual abuse, criminal behavior, or law violations.
- Potential penalties:
 - Long-term or permanent suspension/expulsion from the Florida Region and USA Volleyball
 - Reporting to relevant authorities or legal action
 - Revocation of all associated rights and privileges
 - Fines or restitution for damages caused
- Documentation: Case details will be retained in the official records of all involved parties in perpetuity.

VI. Appeals Process

- Purpose - The purpose of an Appeals Process is to provide a fair and transparent process for individuals to contest the outcomes of incident reviews conducted by the organization. This ensures that all voices are heard and that decisions are made equitably.
- Scope - This applies to all individuals involved in the incident review process, including employees, members, volunteers, and beneficiaries of the organization.
- Grounds for Appeal - An appeal may be submitted on the following grounds:
 - **Procedural Error:** This refers to a mistake or deviation from an established process, set of rules, or standard operating procedure during the execution of a task or activity. This type of error typically occurs when the correct steps are not followed, leading to incorrect outcomes, inefficiencies, or violations of protocols. Procedural errors can result from miscommunication, lack of training, oversight, or failure to adhere to guidelines, and may affect the quality, consistency, or reliability of the final result.
 - **New Evidence:** New information or evidence has come to light regarding the complaint that was not available during the initial review.
 - **Disproportionate Outcome:** This refers to a result that is significantly uneven or unbalanced in relation to the expected or intended outcome, often involving an unfair or unintended distribution of effects, benefits, or consequences. This can occur when certain factors, such as resources, efforts, or circumstances, lead to an outcome that is not in proportion to what was initially anticipated, resulting in an overrepresentation or underrepresentation of certain individuals, groups, or elements. Disproportionate outcomes may arise due to biases, systemic inequities, or errors in judgment or process.
- Appeal Process
 - Submission of Appeal:
 - Appeals must be submitted in writing to the Board of Directors within 10 business days of receiving the penalty decision.
 - The written appeal should clearly outline the grounds for the appeal and include any supporting evidence.
 - Acknowledgement:
 - Upon receipt of the appeal, the organization will acknowledge the appeal in writing within 5 business days.
 - Review of Appeal:
 - The appeal will be reviewed by the remaining members of the Board of Directors that were not involved in the original incident review.
 - The Board of Directors may request additional information or interviews with relevant parties to ensure a comprehensive understanding of the case.
 - Decision:
 - The Board of Directors will decide based on the review and will communicate the outcome in writing within 14 business days of receiving the appeal, unless circumstances require additional time.
 - The decision will include a summary of the findings and rationale for the outcome.

- Finality of Decision:
 - The decision made by the Board of Directors is final and binding. There are no further appeals beyond this level.
- Confidentiality - All appeals will be handled with the utmost confidentiality to protect the privacy of all parties involved. Documentation related to the appeal will be stored securely and accessed only by those directly involved in the review process.
- Non-Retaliation – Florida Region of USAV prohibits any form of retaliation against individuals who submit an appeal in good faith. Any concerns regarding potential retaliation should be reported immediately to USA Volleyball.

VII. Monitoring and Follow-Up

- Purpose - The Monitoring and Follow-Up Plan is designed to ensure that penalties and corrective actions resulting from incident reviews are effectively implemented and evaluated for their impact. This plan aims to promote accountability, support continuous improvement, and foster a safe and respectful environment within the organization.
- Responsible Party - The Case Management Team will be responsible for monitoring the implementation of penalties and corrective actions. This includes regular check-ins with responsible parties, if necessary.
- Tracking Progress - A centralized tracking system will be established to document actions taken, completion dates, responsible individuals, and ongoing assessments of effectiveness of the case management process.
- Regular Updates – The Case Management Team will provide regular updates (at least quarterly) on the status of corrective actions to the Board of Directors. These updates will be reviewed during scheduled meetings.

VIII. Policy Review and Updates

- Regular Review & Updates - This Incident Review Process policy will be reviewed periodically and may be amended by the organization, as necessary to ensure its effectiveness and relevance.

This policy provides a structured approach for managing incidents within the Florida Region of USA Volleyball, ensuring fairness and consistency while promoting a positive and safe environment for all members and participants.



Florida Region of USA Volleyball

From the Office of the President

To: **Florida Region Junior Club Directors/Leaders**

Copy: File

Date: August 15, 2022

Re: **Can boys play on girls' teams in the Florida Region?**

Today I write to you regarding a recurring question that has been asked several times as we gear up for the 22/23 season. ([Q: Can boys play on girls' teams in the Florida Region?](#))

Attached you will find a copy of our Mixed Gender Policy for the Florida Region.

This topic is further governed by Florida State Law. In June of 2021, SB 1028 was signed into law. It is entitled the Fairness in Women's Sports Act. You can find additional information at the following two links:

- <https://www.flgov.com/2021/06/01/governor-ron-desantis-signs-fairness-in-womens-sports-act/>
- <https://www.flsenate.gov/Session/Bill/2021/1028>

The bill specifies athletic teams or sports designated for females, women, or girls may not be open to students of the male sex. The gender on the birth certificate would govern the issue. The law references club athletic teams.

We have historically allowed a waiver for developmental purposes and to help in geographical areas where gender specific teams are not available. We'll continue to honor this longstanding policy for elementary school age athletes.

Please reach out to our office if you have any additional questions on this matter.

Best regards,

A handwritten signature in blue ink, appearing to read "Steve Bishop". The signature is stylized and cursive.

Steve Bishop, Executive Director/President
Florida Region of USA Volleyball, Inc.

Florida Region of USA Volleyball, Inc.

Revised policy for 2022/2023 season.



MIXED GENDER POLICY:

Teams participating in Florida Region sanctioned events must be gender specific for all age groups, as outlined in the Fairness in Women's Sports Act (SB 1028) and signed into Florida law on June 1, 2021, except as noted below for developmental purposes:

- Boys competing on girl's teams
 - Only boys in grades 5 or below are eligible to compete on a girls' team
 - A maximum allowance of 3 boys can be on the roster per team.
 - 5th grade (or max 11u) can play Girls 12u
 - 4th grade (or max 10u) can play Girls 11u
 - 3rd grade (or max 9u) can play Girls 10u
- Girls competing on boy's teams
 - This is permissible if no opportunities exist within 75 miles of the home address, however the female athlete can play up no more than one (1) age division on a boys' team at Florida Region sanctioned events.

Note: For any of the examples above, the Region would need to approve the roster prior to competing in any Florida Region sanctioned events. These waivers, if granted, would only be applicable to regionally sanctioned events in the Florida Region.

IMPORTANT NOTE: This policy is for Florida Region USAV sanctioned events only.



RECRUITING ATHLETES

Recruiting Guidelines & Penalties:

1. Definition of Recruiting – To solicit players for the purpose of persuading them to tryout or play for a junior volleyball club. Solicitation can be performed by any of the following individuals: club directors, coaches, or anyone acting on behalf of a junior volleyball club.
 - a. Acceptable Recruiting Methods – The following methods are acceptable if initiated by a club representative: flyers, bulk e-mails, press releases, newspaper ads, or any printed material that is distributed to the masses. The following methods are acceptable if initiated by the player or parent/guardian: telephone calls or private meetings to discuss the clubs programs and offerings. Documentation should be kept on file by the club representative denoting all player-initiated contact in the event a recruiting violation is filed with the Region Office.
 - b. Unacceptable Recruiting Methods – Telephone calls or private meetings (either in-person or electronically) initiated by a club representative. In-person visits initiated by a club representative at a FHSAA sanctioned practice or event other than to distribute written materials. Any one-on-one meetings between a club representative and a player. Verbal or written promises made by club representatives with regard to positions available or team placement. Verbal or written offers for full or partial scholarships to influence the decision making process.
2. Penalties – The following penalties will be imposed on any club representative that is found guilty (by an Incident Review Committee) of violating the recruiting guidelines above.
 - a. 1st Offense – \$500 fine and 1 year probation from the date of the offense.
 - b. 2nd Offense – \$1,000 fine and 1 year suspension of membership from the date of the offense.
 - c. 3rd Offense – Life time ban of membership with the Florida Region and notification to the National Office of USA Volleyball.



Florida Region of USA Volleyball, Inc.

Tournament Director & Official's Director ("Head Official") Policy

The purpose of the Tournament Director (TD) & Official's Director (OD) aka "Head Official" Policy is to outline the specific requirements of TDs and ODs when operating a USA Volleyball sanctioned event in the Florida Region.

• SECTION 1 – TOURNAMENT DIRECTOR (TD) REQUIREMENTS

○ Pre-Tournament

- Conduct a site visit/inspection to ensure that the facility in question meets USAV requirements for safety, ceiling height, and lighting. Verify that all courts will be located a safe distance from all obstacles, columns, or potentially hazardous fixtures in the venue.
- Request an event sanction from the Florida Region office using the Online Event Sanction Form and pay the required event sanction fee.
- Request a Certificate of Insurance (COI) from the Florida Region office using the Online COI Request Form for the facility/facilities in question.
- Designate an Official's Director (aka Head Official) and communicate that information to the Florida Region staff via email: events@floridavolleyball.org.
- Identify and secure a site manager/director for each playing location.
- Rank/seed the teams using the most recent posting of the Florida Region Ranking Report. If deviations are made by the TD, please be prepared to defend/explain the change if questioned by an attending team.
- Post the Florida Region Spectator Code of Conduct poster on all entry points.
- Verify the membership status for each participant (athletes, coaches, chaperones, staff, etc.) through the Membership Management System or the tournament management system of choice.
- Ensure that all staff members working the event (that will have any direct contact with junior athletes in an authoritative capacity) are current members of USAV with a current USAV background screen and be currently SafeSport trained.
- Prepare an emergency action plan in writing and have it available for event staff at the tournament desk to ensure a consistent response by all staff members during the event. Items to address should include: power outages, building fires, fire alarm activations, bomb threats, missing children, spectator fights/altercations, excessive code of conduct violations, and gun related incidents at a minimum.
- Verify and retain signed team rosters for each team prior to the beginning of the competition.
- Ensure that the event will prohibit the possession, sale, purchase, and consumption of alcoholic beverages to be in compliance with the Florida Region Alcohol Policy.

- During Tournament
 - Address any safety issues and make adjustments to ensure that all participants will be provided a safe environment during the event. Have a specific plan in place for addressing liquid spills that may cause a slip and fall situation.
 - Record all match results, post results, and provide details on any tie-breaking procedures in writing to attending teams.
 - Form a protest committee of at least three (3) qualified individuals and inform participating teams of the protest guidelines. Protest committee may consist of any of the following: TD, Assistant TD, OD, National Official, Florida Region Board Member, Florida Region Staff Member, or a neutral Club Director.
 - Provide at least one certified athletic trainer (ATC) for each location of the event with a recommended ratio of 1 trainer per 20 courts.
 - Address all minor incidents/complaints onsite at the time of occurrence, or when reported to the tournament staff. Event management shall do their best to resolve the matter before the event concludes.
 - Document all incidents/complaints/accidents on the appropriate Florida Region forms and retain those documents for submission after the event concludes.
 - Document all behavior/code of conduct violations immediately after receiving notification and collect written statements from all involved parties. Those incidents requiring in-house security or local law enforcement should be immediately relayed to the appropriate parties and notification should be made to the Executive Director or a Board Member of the Florida Region.
 - Monitor event to ensure it is in compliance with the Florida Region Alcohol Policy.
- Post Tournament
 - Maintain the original team rosters used for the respective event for the remainder of the season in case of a roster and/or eligibility related issue. (Note: Team rosters with sensitive athlete information must be shredded upon disposal.)
 - Submit final finishes via email to the Florida Region office using the approved format within three (3) days after the event concludes.
 - Remit any & all fully completed and legible incident/accident forms to the Florida Region office within five (5) days.
 - Remit the \$7 per team sanction fee (less the initial \$35 pre-sanction fee) to the Florida Region office within seven (7) days. Make checks payable to: Florida Region USAV.
 - Remit any Regional Uniform Waiver Forms approved and granted by the OD.
 - Complete and remit the Tournament Director Checklist to the Florida Region office within seven (7) days.
- **SECTION 2 – OFFICIAL’S DIRECTOR (OD) REQUIREMENTS**
 - Pre-Tournament
 - Request the approximate number of USAV certified officials and their recommended preferred certification level through the Official’s Coordinator (Regional Assignor) at least 4-6 weeks in advance of the event.

- Communicate the rate of pay for officials and what items will be covered (lodging, travel, meals, parking, etc) to the Official's Coordinator. The rate of pay may be set by the TD and/or OD. Region hosted events will use the Florida Region pay scale for officials. This pay scale is available in the Florida Region corporate documents as it is updated by the Florida Region Board of Directors.
 - Confirm the exact number of officials desired for the event at least 2 weeks in advance of the event.
 - Prepare a rooming list of officials for the TD at least 7 days in advance of the event start date.
 - Provide the official's work schedule/match assignments (for at least the first day of competition) prior to the start of the event and preferably by the day before the event begins.
 - Meet with officials (if desired) to discuss event specific guidelines and/or requirements for the venue/event. Address protest guidelines, team officiating requirements, match protocol, how altercations should be handled and any other relevant items as needed.
- During Tournament
 - Update and post the work schedule/match assignments for any subsequent days of competition if they were not provided before the start of the event.
 - Enforce Florida Region work team policies/requirements throughout the event.
 - Review scoresheets as they are submitted for completion and accuracy. Provide feedback to clubs/teams that may need additional scorer training. (Also notify the Regional Scorer Representative of any material discrepancies noted after the conclusion of the event by sending the score sheets with noted discrepancies.)
 - Observe provisional level officials throughout the event and provide feedback if a regional rating/training team is not present at the event.
 - Serve as the protest committee lead, as often as possible, for protests filed during the event. Follow the USAV/Florida Region model for addressing and resolving protests.
 - Step 1 – Upon arriving at the court, address the court official to find out which team/coach filed the protest and what was protested.
 - Step 2 – Introduce yourself to the coach/captain that filed the protest and ask what is being protested then determine if the protest is valid. If the protest is valid, ask the protesting coach/captain to explain their perspective of the situation.
 - Step 3 – Introduce yourself to the opposing coach/captain and obtain their perspective of the situation.
 - Step 4 – Return to the protesting coach/captain if necessary for clarification.
 - Step 5 – Discuss the information obtained with the court official and the protest committee members and obtain any additional information necessary to make a ruling.

- Step 6 – Notify the protesting coach/captain of the committee’s decision/ruling, then the opposing coach/captain, then the court official. Make sure that the scoresheet and score board reflects the correct score.
 - Step 7 – Release the match back to the court official and either depart the area or maintain vigilance of the situation if necessary.
 - Note: The ultimate goal of the protest committee is to respond, obtain information, and rule on the protest as quickly as possible.
 - Address any potential uniform violations immediately upon notification and/or observation. Determine if a uniform waiver is necessary or if the matter can be solved by using a tournament vendor or local store to correct the discrepancy. If a uniform waiver is granted, complete the Regional Uniform Waiver Form and submit a copy to the TD for submission after the event.
 - Post Tournament
 - Collect pay sheets and verify that a W-9 is turned in or is currently on file for each person being paid as an independent contractor.
 - Verify match counts and approve/prepare payments for the officials per the TD or event policy.
 - Submit any completed Regional Uniform Waiver Forms or COPS Report Forms to the TD for submission to the Florida Region office.
- **SECTION 3 – APPENDIX/FORMS**
 - **Florida Region Spectator Code of Conduct** – This document is required to be posted at the entrances of all USAV sanctioned events in the Florida Region. It may also be posted throughout the event at the discretion of the TD.
 - **C. O. P. S. Report Form** – The purpose of this form is to allow individuals in the Florida Region to submit a Compliment or Complaint regarding Coaches, Officials, Players, or Spectators (COPS) at a USAV sanctioned event in the Florida Region.
 - **Regional Uniform Waiver Form** – This form is to be completed by the OD (aka Head Official) or the TD of the respective event. It should only be issued for a single event unless the Regional Official’s Chair (or their designee) authorizes a longer period of time. Once issued, the head coach must present it to the R1 prior to the start of each match for verification.
 - **Florida Region Alcohol Policy** – This document lists out the official Alcohol Policy for the Florida Region of USA Volleyball.
 - **Tournament Director Checklist** – This document is required to be completed and mailed to the Florida Region office within (7) days of the end of the event.
 - **Medical Treatment Consent Form** – This document should be required by all medical providers before they can give any medical treatment or care to a minor.



Alcohol Policy for Youth/Junior Volleyball Activities & Events

OVERVIEW: This policy is to govern all USA Volleyball youth/junior events and activities sanctioned by the Florida Region of USA Volleyball.

POLICY: The Florida Region of USA Volleyball prohibits the possession, sale, purchase, and consumption of alcoholic beverages at all sanctioned youth/junior volleyball events. Alcoholic beverages are not permitted to be present or consumed on the premises of any sanctioned/insured space of any venue, this includes common areas inside the sanctioned/insured area.

NOTES: The following notes are designed to clarify specific situations that may occur and how they should be handled.

1. If a rented/owned venue has a space dedicated to serve food/drinks inside the sanctioned/insured area, alcohol may not be served during the posted event hours if youth/junior athletes are training or competing. This prohibition applies to a gymnasium/sports venue that may be in use by multiple, unrelated organizations at the same time. Failure to comply with this guidance will void and cancel all USAV insurance coverages.
2. If a rented/owned venue has a separate outside entrance to a space where alcohol is being served in the same building/address, there can be no shared internal entryway/hallway/access to the competition space where the youth/junior athletes are training or competing.
 - a. Note 2.1: The venue operator in this example would need to provide proof of the required liquor licenses to sell alcohol and would need to provide proof of liquor liability insurance naming the event promoter and the Florida Region of USA Volleyball as an additional insured.
 - b. Note 2.2: Also, in this example no spectators attending the youth/junior volleyball training or event may take alcohol from the separate space into the sanctioned/insured space.
3. If a rented/owned venue has a common overlook area inside the sanctioned/insured event space that has visible access to the playing courts by attendees, alcohol may not be served or consumed in that area.
4. If a rented/owned venue has allocated meeting room space as a lounge area for spectators inside the building, alcohol may not be served or consumed in that area.
5. If a youth/junior beach or grass event is adjacent to an establishment that sells alcohol, the alcohol may not be brought back into or consumed inside the event perimeter.
6. Additional situations that may not be covered above are also subject to this policy and must be disclosed by the event promoter/tournament director and subsequently cleared by the Florida Region in advance of the event to avoid any sanctioning penalties.
7. As part of this policy, the following requirements for event promoters/tournaments directors will be in effect:
 - a. Event promoters/tournament directors will be required to indicate if any alcohol is available to be purchased or consumed from the venue within the sanctioned event space or in any common area or adjacent space within the same building when requesting an event sanction and insurance coverage from the Florida Region and/or USA Volleyball.
 - b. Event promoters/tournament directors will be required to indicate if any alcohol was available or consumed within the sanctioned event space or in any common area or adjacent space within the same building on their post-event report.

IMPORTANT: A violation of this policy will result in the activity in violation forfeiting all USAV insurance coverages and if an event, it would not be awarded ranking points. Additionally, a violation may result in additional sanctions by the Florida Region, up to and including loss of Good Standing status as an event promoter.