

USAC Code of Conduct & Policies



ATHLETIC PLEDGE

I pledge to uphold the United States Angling Confederating (USAC) Code of Conduct (the "Code") as a guide to my conduct and follow set forth USAC Polices, as a member of the USAC organization and any and all related team functions.

I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with violation of this Code & Policy. I further acknowledge that if I am found to be in violation of this Code & Policy, I may be subject to sanctions up to and including suspension or dismissal from the organization and representing the USA in USAC approved functions, including up to 2 additional competition years.

All hearings heard, and final team decisions made will be done so by rules committee made up of a minimum of 2 managing members of USAC board and team leadership present at an event. All sanctions will be reviewed and decided by a rules committee made up of team coaches, international delegate, and USAC.

I have familiarized myself with the Code & Policy and understand that acceptance of its provisions is a condition of my participation in USAC events and licensed representation.

IN ORDER TO BECOME A MEMBER OF USAC, AN INDIVIDUAL MUST SIGN THIS CODE OF CONDUCT AND POLICY IN UNALTERED FORM IN ALL APPLICABLE PLACES.

As a member of USAC, I hereby promise and agree that I:

- will abide by all rules related to USAC and Team selection procedures as approved by USAC Team;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair competition and responsible conduct;
- use my best efforts to assist other members of my Team, the Team Manager (Team Staff Members) in achieving the goals and objectives of the Team;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will not commit a doping violation as defined by the Confederation of International Sports Fishing, International Olympic Committee (IOC), World Anti-Doping Agency (WADA), the United States Anti-doping Agency (USADA), The United States Olympic Committee (USOC)
- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge; and I understand that a suspension, or pending or unresolved anti-doping rule violation may be cause for my not being selected to the National team
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- have never been convicted of violating a criminal law and have no pending indictment or a pending charge, except as I have listed on Attachment A (except for misdemeanors, which, if known, would not be a factor in my selection as a USAC Team member or convictions as a minor which have been legally sealed), and I understand that such conviction, indictment or criminal charge may be cause for my not being selected to a USAC Team;
- am eligible to compete under the rules of the United States Angling Confederation and CIPS Federations.

- will have a valid USA passport for the duration of the time I am a USAC member.
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's rules and programs including by way of example: rules regarding curfew, training, required attendance at team meetings, training and competition programs, including the execution of game plans;
- will compete whenever I am selected and will not default or refuse to compete when asked by the coach. I understand that if I refuse to compete other than for reasons of illness or injury, I may be liable for sanctions up to and including dismissal from the team and/or suspension of my association membership;
- am aware that USAC sponsors, suppliers, and licensees provide critical support for the Team and, in recognition of this fact, I will wear designated USAC Team apparel at all official Team functions and events;
- will not conceal or cover-up any USAC Team sponsor, supplier or licensee brand or other identification appearing on my USAC Team apparel;
- agree to be filmed and photographed by the official photographer(s) and networks(s) of USAC Team under conditions authorized by USAC Team and give event organizers and USAC Team the right to use my name, picture, likeness, and biographical information before, during and after the period of my participation in these activities to promote the activity in which I participate or to promote the success of the team on which I compete; in no event may USAC Team or the event organizers use or authorize the use of my name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product, or service, without my written permission;
- will not use or authorize the use of photographs, films or videos of myself in my USAC Team apparel or equipment or the use of USAC Team logo for the purpose of trade, without the prior written consent of the USAC Team (which consent shall not be unreasonably withheld);
- will not act as a journalist, media liaison or in any other media capacity during the time I represent USA as a National Team member, including social media postings about USAC Team event information. I recognize that the USAC Team site is the forum for information distribution.
- understand that if I require legal representation because I am accused of a doping violation or am accused of criminal misconduct, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of all such legal fees and expenses;
- understand that I must come equipped to compete at the highest level, and that the USAC Team may provide some sponsor equipment, but that it is my responsibility to come fully prepared to compete.
- understand that my flight tickets, and competition living arrangements have been made by the team, and that in the event of an emergency or expulsion, that I am responsible for any extra travel or logistics costs to make personal travel arrangements that are not part of team's official itinerary.
- understand that the chain of command of the USAC Team / US Angling must be followed when issuing any information request or lodging any complaint.
- will act in a way that will bring respect and honor to myself, my teammates, USAC Team and the United States; and
- will remember that at all times I am an ambassador for my support, my country and the Olympic Movement.

In consideration of the above, the following list illustrates conduct, which is inconsistent with USAC Team values, and the responsibilities associated with being affiliated with the Team. Infractions and Repercussions will be monitored to assure

consistency in application. This list does not establish a complete set of rules prescribing every aspect of inappropriate behavior, and is intended to illustrate a sampling of unacceptable behaviors, their relative level of severity, examples of possible penalties/repercussions of such behavior;

LEVEL 1 INFRACTION

- Verbally abusive, disrespectful, offensive, racist or sexist behavior.
- Being late to or absent from an official event activity (camp, seminar, meeting, competition)
- Unsportsmanlike conduct
- Public disturbance or nuisance
- Failure to follow the dress code as designated by the Team Manager, at an official event or activity

Penalties/Repercussions:

- Verbal or written reprimand
- Performance of specified task(s), such as formal written and/or oral apology or restitution
- Denial of the privilege to participate in any or all remaining team activity(s) at the event

LEVEL 2 INFRACTION

- Second offense of Level 1 Infraction
- Making accusations against teammates or staff outside the proper chain of command
- Refusing to follow team game plans or participating in competition activities
- Inappropriate Drunkenness [if 21 or over]
- Sexual harassment
- Pranks, jokes, or other activities, which endanger the safety of others

Penalties/Repercussions:

- Any of the penalties described under Level 1 infractions
- Being sent back to travel point of origin or home base
- Revoking of uniform or other Team supplied items
- Probation for one (1) year
- Suspension from all USAC Team activities (trials, training camps, etc.) for one (1) year

ZERO TOLERANCE INFRACTIONS

- Fighting
- Using recreational drugs
- Using banned performance enhancing substances
- Vandalizing public or private property
- Theft of property
- Breaking the law
- Purchasing, possessing or drinking alcoholic beverages, if under 21 years old
- Drunkenness at an official competition

Penalties/Repercussions:

- Any of items described under Level 2 Infractions
- Prevented from competing or participating in an official competition, event or activity
- Being sent back to travel point of origin or home base. At the discretion of the person in authority, the athlete may be allowed to travel with the Team and/or remain at the official venue, if that is the most practical alternative
- If infraction occurs before departure, privileges to travel with the Team and participate in an official competition, event or activity may be revoked.
- Revoking of uniform or other Team supplied items
- Expulsion from the Team
- Probation for two (2) years
- Suspension from all USAC Team activities (trials, training camps, etc.) for two (2) years
- Any other penalty that may be deemed appropriate for the particular violation

A. Enforcement during a USAC Team Event or Program in Progress

1. Initiating and Carrying Out the Enforcement Process

- An Acting Disciplinary Authority may act on his or her own initiative to impose sanctions or penalties for violations of

this Policy. In addition, an individual may allege a complaint against a player or team by directly contacting the appropriate Acting Disciplinary Authority, who may act upon the complaint as he or she sees fit. Due to time sensitive nature of the situation, no written complaint is necessary

2. Immediate Appeal of an Acting Disciplinary Authority's Decision

- Generally, if a higher level Acting Disciplinary Authority is ascertainable and reachable during the event, a USAC Team member may appeal the initial decision made by the lower level Acting Disciplinary Authority. For example, in a USAC Team national series event such as the Qualifiers or Finals, an Acting Disciplinary Authority's decision may be immediately appealed to the USAC, of the appropriate division, either in person or via telephone or email communication. If the USAC can be reached in time to make a meaningful decision on the matter, the USAC's decision is final with respect to how to proceed during an ongoing event. However, in situations where there may be no clear higher level Acting Disciplinary Authority, Acting Disciplinary Authority decision may not be appealed. This Policy encourages USAC Team members to conduct themselves in a manner that is in conformance with the requirements of this Policy and to ensure quick decision making and finality during ongoing events.

3. Appeal of the Acting Disciplinary Authority Decision

- If the sanctions imposed by Acting Disciplinary Authority continue beyond the tournament or event where the conduct violation took place, the sanctions may be appealed by following the procedures set forth in Section B below. USAC Team members may also appeal a decision which they believe was made by an Acting Disciplinary Authority unfairly or in error pursuant to the USAC Administrative Appeals Policy.

B. Enforcement through a Formal Complaint

The second method by which alleged violations of this Policy are reviewed is through a more formal complaint-review-appeal process. While this process is more formal, it is understood that a particular situation may have a time-sensitive nature, and as such the timeframes set forth below may be accelerated at the discretion of the Conduct Committee to ensure that time-sensitive complaints are reviewed quickly while still being afforded the full appeal process outlined below.

1. Initiating the Enforcement Process

- Any USAC Team member or group may file a complaint against any other member, group of players, team or decision made by an Acting Disciplinary Authority if the sanctions imposed continue beyond the tournament or event where the conduct occurred. In the case of a complaint relating to on-field conduct, the complainant must be a witness to the conduct in question. An individual who hears of but does not witness offensive conduct may request an investigation by the Conduct Committee, who may act on such requests at their discretion.

- Additionally, any individual who had been suspended for longer than one (1) year shall have the right to have their suspension reviewed annually by submitting a request for review to the Conduct Committee. Review of suspensions shall be heard by the Conduct Committee and shall not require an Initial Determination.

2. Initial determination made by the appropriate staff member

- Any USAC Team member or group may file a complaint against any other member, group of players, team or a decision made by an Acting Disciplinary Authority if the sanctions imposed continue beyond the tournament or event where the conduct occurred. In the case of a complaint relating to on-field conduct, the complainant must be a witness to the conduct in question. An individual who hears of but does not witness offensive conduct may request an investigation by the Conduct Committee, who may act on such requests at their discretion.

- Additionally, any individual who has been suspended for longer than one (1) year shall have the right to have their suspension reviewed annually by submitting a request for review to the Conduct Committee. Review of suspensions shall be heard by conduct Committee and shall not require an Initial Determination.

- The Conduct Committee will determine the appropriate Staff Member to review the complaint, make an Initial termination and provide a recommended course of action. The Conduct Committee will forward copies of all information it has obtained on a particular matter to the appropriate Staff Member. The Staff Member shall have authority to conduct its own investigation to obtain further information in order to make its Initial Determination.

- The Staff Member's Initial Determination and recommended course of action must be delivered to the Conduct Committee within thirty (30) days of receiving the defendant's response to the allegation. This period may also be shortened or lengthened by the Conduct Committee in its sole discretion as a result of the (a) time-sensitive nature of a particular issue or (b) in order to ensure that the involved parties have a meaningful opportunity to avail themselves of the full appeal process.

3. Review of the Initial Determination by the Conduct Committee

- The Conduct Committee shall review the Initial Determination upon receipt within five (5) days of receipt, the Conduct

Committee may validate the Initial Determination or reconsider the Initial Determination.

- (a) **Validation.** If the Conduct Committee validates the Initial Determination, the Initial Determination shall become the final decision of the Conduct Committee.
- (b) **Reconsideration.** The Conduct Committee may reconsider the Initial Determination if, in the Conduct Committee's reasonable judgment either the Initial Determination (i) significantly departs from existing precedent; (ii) imposes sanctions that are grossly disproportionate to the violation in question (i.e., too strict or too lenient); (iii) clearly misinterprets existing rules regulations, policies or (iv) if significant new information has been presented which may affect the facts and circumstances involved in the alleged conduct violation. Reconsideration may not necessarily result in modifications of or changes to the Initial Determination.
- If the Conduct Committee chooses to reconsider the Initial Determination it may conduct its own independent investigation and may incorporate any new information presented into its decision-making process.
- The Conduct Committee's final decision (the "Conduct Committee Decision") shall be communicated in writing to the affected parties within thirty (30) days of receiving the Initial Determination. Unless otherwise stated, the Conduct Committee Decision shall take effect immediately. This decision may be appealed to the USAC Board of Directors as set forth below.
- The Conduct Committee reserves the right to shorten or lengthen the time periods set forth above in its sole discretion due to either the (a) time-sensitive nature of a particular issue or (b) in order to ensure that the involved parties have a meaningful opportunity to avail themselves of the full appeal process. Any changes to deadlines contained herein must be expressly communicated to the involved parties in writing immediately after the decision has been made by the Conduct Committee.
- During the review process the Conduct Committee may temporarily impose or suspend imposed penalties on affected parties until the matter is fully resolved. For example, this may mean that a USAC Team sponsored events until the final resolution of an appeal.
- Conduct Committee decisions are based on majority vote when no consensus can be reached. In the event of a tie, the Chair of the Committee casts the deciding vote. If present, the USAC member is chair. If not present, USAC Team Captain, and coach, in that order.

4. Appeal to the USAC Board of Directors

Any aggrieved party may appeal a decision made by the Conduct Committee, except the decision to grant the initial hearing, to the Board of Directors. Appellants may contest the decision, challenge the appropriateness of the sanction or penalty, and/or introduce compelling new evidence. Appeals that merely restate a case will be deemed frivolous and shall not be reviewed. Appeals must be submitted in writing to the USAC Chairman within thirty (30) days of notification of the Conduct Committee Decision. The USAC Chairman will distribute all relevant information to the Board of Directors. Within five (5) days of receiving the appeal the Board of Directors shall either validate the Conduct Committee Decision or reconsider the Conduct Committee Decision.

- (a) **Validation.** If the Board of Directors validates the Conduct Committee Decision, the Conduct Committee Decision shall become the final decision on the matter.
- (b) **Reconsideration.** The Board of Directors may reconsider the Conduct Committee Decision, if, in the Board of Director's reasonable judgment the Conduct Committee Decision (i) significantly departs from existing precedent; (ii) imposes sanctions that are grossly disproportionate to the violation in question (i.e. too strict or too lenient); (iii) clearly misinterprets existing rules regulations, policies, or (iv) if significant new information has been presented which may affect the facts and circumstances involved in the alleged conduct violation. Reconsideration may not necessarily result in modifications of or changes to the Conduct Committee Decision.

If the Board of Directors chooses to reconsider the Conduct Committee Decision it may conduct its own independent investigation and may incorporate any new information presented into its decision-making process. If the Board of Directors chooses to reconsider the Conduct Committee Decision, it must issue its decision within thirty (30) days of receiving the appeal.

The Board of Directors shall communicate its decision to the relevant parties in writing. This decision is final and may not be appealed. Decisions made by the Board of Directors are based on majority vote when no consensus can be reached. In the event of a tie, the Board President casts the deciding vote. The Board's ruling is final. Unless otherwise stated, rulings on appeal take effect immediately.

PARTICIPANT'S AFFIRMATION

I have read and accept this Code of Conduct in its unaltered form. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of being selected to participate as a member of a USAC Team.

Signature

Date

Athlete's Name (print)

USAC Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to view and visit the premises of this event. THE UNDERSIGNED or "VISITOR", for himself or herself, his or her assigns, spouse, children, administrators, estates, executors, heirs, successors, employers, insurers, attorneys, agents and representatives acknowledge, agrees and represents as follows:

- 1.) **THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO SUE United States Angling Confederation** and its sponsors, including its agents, servants, employees, insurers, subsidiaries, directors, officers, shareholders, and each of them (all of whom are collectively referred to as the Releasees in the remainder of this document) from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned, whether caused by the negligence of the Releasees, by the negligence of other visitors, by the negligence of the Undersigned himself/herself, by any condition that may exist of the premises, or otherwise while the Undersigned is on the premises and/on the surrounding area of the premises.
- 2.) **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the premises and/or the area around the premises, whether caused by the negligence of the Releasees or another visitor of the area.
- 3.) **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of the Releasees or otherwise while in or upon the premises or the area around the premises while visiting the site.

THE UNDERSIGNED further expressly agrees that the forgoing release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the law of the attending State in which the premises is located, and that if any of the terms and/or provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining terms and/or provisions contained here in shall nevertheless remain in full force and effect and shall be independently enforced to the fullest extent permitted under the law of said State.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED UNDERSTANDS THAT YOU MAY BE ASKED TO UNDERTAKE A POLYGRAPH TEST, and that United States Angling Confederation reserves the right to disqualify contestants based on the results.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE UNITED STATES ANGLING CONFEDERATION AND VOLUNTARILY AGREES TO ABIDE BY SAID RULES, and that United States Angling Confederation reserves the right to disqualify contestants from this United States Angling Confederation for breaking any United States Angling Confederation rule(s).

FURTHERMORE, THE UNDERSIGNED AGREES TO HAVE HIS OR HER PERSON/LIKENESS FILMED OR PHOTOGRAPHER OR AUDIO RECORDED and grants the United States Angling Confederation permission to use those images and/or audio in television programs; television commercials; news broadcasts; publications; on the Internet; radio and/or in a promotional capacity.

I HAVE READ THIS RELEASE

Signature **Print Name** **Date**

If under 18 years old, parent or legal guardian – sign below for youth acceptance

Signature **Print Name** **Date**