

OVR Participant Code of Conduct, Waiver, and Release of Liability

Note: This form must be read and signed before the Ohio Valley Region, Inc. (OVR) – USA Volleyball (USAV) member is allowed to take part in any training, competition, practice/warm-up sessions, and meeting or testing sessions.

USA Volleyball Participant Code of Conduct

In consideration of the rights granted to me by my membership with the Ohio Valley Region (OVR), a USA Volleyball (USAV) Regional Volleyball Association (RVA) member, I consent to abide by the rules of conduct set forth herein, while I am a member of the OVR. I understand that these rules extend to my conduct in activities related to, and during any USAV/OVR sanctioned event in which I participate. This includes all events or activities sanctioned or sponsored by the RVAs or the USAV, practices, travel to and from events, volleyball camps, players' clinics and officials' clinics. I also understand that if I violate any of the following rules, I might be subject to whatever disciplinary action is deemed appropriate by the authorized person, persons, boards, or committees of the OVR or USA Volleyball.

The following actions are prohibited:

1. Violation of any anti-doping policies, protocols or procedures as defined by the International Olympic Committee (IOC), World Anti-Doping Agency (WADA), Federation Internationale de Volleyball (FIVB), US Anti-Doping Agency (USADA) or the United States Olympic Committee (USOC). Violations of this provision will be adjudicated only by USADA or the proper anti-doping authority, not USA Volleyball (USAV).
2. Possession, consumption or distribution of alcohol and / or tobacco if illegal or in violation of OVR or USAV policy. USAV policy prohibits the possession, consumption or distribution of alcohol and/or tobacco by anyone registered as a Junior Olympic Volleyball Player at the event venue of any USAV sanctioned junior event.
3. Use of a recognized identification card by anyone other than the individual described on the card.
4. Physical damage to a facility or theft of items from a room, dormitory, residence or other person. (Restitution will be part of any penalty imposed.)
5. Possession of fireworks, ammunition, firearms, or other weapons or any item or material which by commonly accepted practices and principles would be a hazard or harmful to other persons.
6. Any action considered to be an offense under Federal, State or local law ordinances.
7. Violation of the specific policies, regulations, and/or procedures of the OVR, USAV, or the facility used in conjunction with a sanctioned event. (It is the responsibility of the individual to be familiar with applicable specific policies, regulations and procedures.)
8. Conduct which is inappropriate as determined by comparison to normally accepted behavior.
9. Physical or verbal intimidation of any individual.
10. Actions that will be detrimental to USAV or the OVR.

USA Volleyball Disciplinary Policy

<u>Infraction</u>	<u>When Occurred</u>	<u>Suggested Maximum Penalty</u>
First	Before or during event	Individual disqualified (if person is a junior, he/she will be sent home as soon as possible and parent or guardian notified). The individual may be declared ineligible for OVR membership or USAV registration for one year starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for OVR membership or USAV registration for one year starting from the date of infraction.
Second	Before or during event	Individual disqualified (if person is a junior, he/she will be sent home as soon as possible and parent or guardian notified). The individual may be declared ineligible for OVR membership or USAV registration for two years starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for OVR membership or USAV registration for two years starting from the date of infraction.
Third		Individual may be declared ineligible for OVR membership or USAV registration for the remainder of his/her lifetime.

NOTE: Major misbehavior (e.g. verbal or physical abuse of a child, sexual harassment, etc.) may subject the violator to a lifetime ineligibility for RVA membership or USAV registration after the first infraction. Penalties are only applied after affording the participant due process as required by the Ted Stevens Olympic and Amateur Sports Act (TSOASA), USOC, RVA, and USAV. Appeals, other than for doping violations, may be made in accordance with procedures set forth in the bylaws and operating codes of the RVA and USA Volleyball as printed in the current RVA Handbook and Official USA Volleyball Guide, respectively.

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Waiver and Release of Liability

I acknowledge that volleyball or any sporting event is an extreme test of a person’s physical and mental limits and that my participation in a volleyball event can cause potential death, serious injury, or property damage. **With a full understanding of the potential risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING OR OFFICIATING IN A VOLLEYBALL EVENT.**

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for death or personal injury or damages of any kind, **EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT OF PERSONS OR ENTITIES LISTED BELOW**, which arise out of or relate to my traveling to and from or my participation in any volleyball event, THE FOLLOWING PERSONS OR ENTITIES: USA Volleyball and its Regional Volleyball Associations, tournament directors, sponsors, and the officers, directors, employees, representatives, and agents of any of the above; b) **I AGREE NOT TO SUE** any of the persons or entities listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) **I INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned above from any claims made or liabilities assessed against them as a result of my actions.

I grant to United States Volleyball Association, and Ohio Valley Region, Inc., the right to use my name, likeness, and image, in print, video, or electronic media form, in promotional materials or any account or record of my participation in activities sponsored or promoted by the United States Volleyball Association, and/or Ohio Valley Region, Inc. [Cross out this paragraph if you do not wish to grant the rights described.]

Signature(s)

In consideration of the rights and privileges granted to me by signing this membership form, I certify that

1. I have read and completed all sections of this membership application;
2. I have read and understand the OVR and USAV Codes of Conduct, Disciplinary Policies, and Waiver and Release of Liability;
3. I understand that the Codes of Conduct, Disciplinary Policies, and Waiver and Release of Liability apply to my conduct in all activities or events sanctioned or sponsored by the OVR/USAV in which I participate;
4. I (or my parent or legal guardian) am at least eighteen (18) years old;
5. I agree and consent to abide by the OVR and USAV Codes of Conduct, Disciplinary Policies and Waiver and Release of Liability set forth herein; and
6. I understand that, if I violate the OVR or USAV Codes of Conduct, I might be subject to disciplinary action in accordance with OVR or USAV Disciplinary Policies.

Participant’s Printed Name

Participant’s Signature (regardless of age)

Date Signed

If applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

The undersigned parent and natural guardian or legal guardian of the applicant (_____ [minor’s name]) executes the foregoing Waiver and Release for and on behalf of the minor named herein. I hereby bind myself, the minor and all other assigns to the terms of the Waiver and Release. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities named in the Waiver and Release for any claims or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the Waiver and Release. I have also read and understand the USAV Participant Codes of Conduct (Section II above) and have reviewed the Codes with my child regarding the stipulated conditions and their ramification. I fully consent to my child’s participation in OVR/USAV events.

Parent/Guardian’s Printed Name

Parent/Guardian’s Signature

Date Signed

NOTE: This form must be read and signed before the OVR member/USAV registrant listed on the other side is allowed to take part in any training, competition, practice/warm-up sessions, and meeting or testing sessions.

Each member should retain a copy (both pages) of his or her signed OVR Waiver and Release of Liability.