

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

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

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 USA Volleyball (USAV) or Regional Volleyball Association (RVA) policy.
3. 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/RVA sanctioned junior event.
4. Use of a recognized identification card by anyone other than the individual described on the card.
5. 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.)
6. 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 at USAV/RVA sanctioned events.
7. Any action considered to be an offense under Federal, State or local law ordinances.
8. Violation of the specific policies, regulations, and/or procedures of the USAV, RVA 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.)
9. Conduct which is inappropriate as determined by comparison to normally accepted behavior.
10. Physical or verbal intimidation of any individual.
11. Actions that will be detrimental to USAV or the RVA.

USA VOLLEYBALL DISCIPLINARY POLICY:

Infraction	When Occurred	Suggested Maximum Penalty
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 USAV registration or RVA membership for one year starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for USAV registration or RVA membership 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 USAV registration or RVA membership for two years starting from the date of infraction.
	After event concludes	The individual may be declared ineligible for USAV registration or RVA membership for two years starting from the date of infraction.
Third		Individual may be declared ineligible for USAV registration or RVA membership 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 USAV registration or RVA membership after the first infraction.

Penalties are only applied after affording the participant due process as may be required by the Ted Stevens Olympic and Amateur Sports Act (TSOASA), USOC, USAV, and RVA. Appeals, other than for doping violations, may be made in accordance with procedures set forth in the bylaws and operating codes of USA Volleyball and the RVA as printed in the current Official USA Volleyball Guide and RVA Handbook, 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 agree that once affiliated with a club, it is for the entire sanctioned playing season.

I hereby agree to be filmed, videotaped and photographed, and to have my name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, during USA Volleyball (USAV) and/or its Regional Volleyball Association (RVA) sanctioned events, by USAV/RVA’s authorized representative, under the conditions specified by the USAV/RVA (the “Footage”).

I hereby grant USAV/RVA, with no financial or other compensation due to me, full right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which I compete, (3) promotion of the Sport, and (4) promotion of USAV/RVA, provided that, in no event may the USAV/RVA use or authorize the commercial use of the Footage in any manner that would imply my endorsement of any company, product, or service, without my written permission.

SIGNATURE(S) REQUIRED

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 USAV and/or RVA 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 USAV/RVA 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 USAV and/or RVA Codes of Conduct, Disciplinary Policies and Waiver and Release of Liability set forth herein; and
6. I understand that, if I violate the USAV and/or RVA Codes of Conduct, I might be subject to disciplinary action in accordance with USAV and/or RVA Disciplinary Policies.

Participant’s printed name (regardless of age)	Participant’s signature (regardless of age)	Date signed
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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 USAV/RVA events.

Parent/guardian’s printed name	Parent/guardian’s signature	Date signed
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