



**KW Predators Volleyball Club
Club Handbook**

**Year 19
September 2025-August 2026
(Updated October, 2025)**



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I. Overview

1.1 What is KW Predators Volleyball?

Russ Woloshyn and Paul Pavan created the Kitchener Waterloo Predators' Volleyball Club (KWPVC) in July of 2007. Shortly after its creation, an executive made up of Russ Woloshyn, Paul Pavan, Laura Brown, Kelvin Hui, and Stephen Green came together and laid the groundwork for the first season.

In that first year, the PREDS, as we came to be known, had a total of 10 teams; 8 girls' teams and 2 boys' teams. The Preds had early success, winning its first Provincial Gold medal and Championship. The 18U Girls captured the 19U Championship in 2008 at the University of Toronto.

In 2008, Barrett Schitka was added to the executive with the responsibility of coordinating and developing the boys' program. During that second season, the PREDSs continued their success, winning four Division 1, Tier 1 medals at the Provincial Championships. The medalists included the 17U Girls Provincial Gold medal, the 18U Girls Bronze medal at both the 18U division and the 21U division and the 14U Boys Provincial Bronze.

The Preds have also had success at the National level. The first National medal was won in 2010 when the 15U Boys Echelon team captured the Silver medal at the 15U East Nationals. They repeated the feat a year later at the 16U Nationals. More recently, the Girls Synergy team won the clubs' first two National Championships, back to back to back, winning 14U in 2018 and 15U in 2019 and 18U in 2022.

The club encompasses the Tri-City area of Kitchener, Waterloo and Cambridge. It has become one of the largest and most successful clubs in the country, currently with 25 teams; 13 girl's teams and 12 boys' and continues to instill the love of the game and impart life skills to many young athletes.

Along with the successful competitive program, the Predators are involved with the community with its developmental programs serving children as young as six.

In 2012, the club officially became a registered Not-for-profit organization.



1.2 Mission Statement

Kitchener-Waterloo Predators Club has been established in order to provide an opportunity for school-aged athletes to develop volleyball skills and to compete in a setting that encourages excellence in individual and team achievement, leading to a life-long love for volleyball.

1.3 Equity, Inclusion, Diversity

As a core value, the Kitchener-Waterloo Predators believe in and are committed to diversity, inclusion and gender equity among its athletes, coaches and administrators. We seek to establish and maintain an inclusive culture that fosters equitable participation for athletes, coaches and administrators from diverse backgrounds. Diversity and inclusion improve the learning environment for all participants.

1.4 Playing Philosophy

It is KWPVC's philosophy that practices are the time to improve skills and to work on new drills. The fundamentals, which are emphasized initially, are used to develop proficient offensive and defensive tactics. Practices are usually held two or three times weekly and will last 1.5 to 2 hours. Official practices will depend on the authorized start date of tryouts indicated by the Ontario Volleyball Association.

A continual source of frustration for players and parents alike is the issue of playing time. The reality is that equal playing time is not a guarantee. The KWPVC's philosophy on playing time is stated below:

During the round-robin portion of a tournament, it is the coach's obligation to ensure that every player will be given the opportunity to play an amount equal to that of the majority of the other players on the team. It is the player's responsibility to perform at a level that is consistent in keeping with the goals of the team. If the player does not, for whatever reason, fulfill their obligations on the court, it is the coach's right to substitute them out so that the team may achieve its goals. During the playoff rounds of any tournament and during the entire Provincial or National championships, the coach has the right to determine the line-up that he or she wishes to use. The "equal play philosophy" does not apply in these situations.

Most KWPVC teams will have 10 players. It is important for players and parents to understand that the goal of the team is to compete successfully at tournaments and go to the highest level possible. If it is the player's belief that they are not being treated fairly and playing an appropriate amount, it should be discussed with the coach first and foremost. If the issue cannot be satisfactorily resolved at this level, it should be presented



to the club executive. The coach sees your child at each practice and may see something that parents do not. Parents and players should remember that playing time is earned. The coaches will follow the club philosophy on playing time, but ultimately, the players, by working hard in practice to improve, will determine how much playing time they will get.

The competitive philosophy differs with the age and the team level. The emphasis on winning will be greater as the players get older than it would be for the 11 and 12 year olds.



II. Organizational Composition

The club is managed by a team of 10 executive members, whose foremost responsibility is the welfare of the athletes and the successful functioning of the club. We are successful due to the dedicated coaches that volunteer their time, energy and expertise to ensure all athletes are learning to play in a safe and inclusive environment.

Management Board:

President	Paul Pavan
Treasurer	Frank Leung
Secretary	Laura Brown
Directors at Large:	Corinne Williams, Rebecca Pavan, Kelvin Hui, Lisa Watson, Frank Leung, Carra Myers, Ellen Carlson

Duties: Privacy Officer, Website, Social Media, Beach Programs, Youth Development, Registration, Membership, Uniform, Equipment, Facility Rental, Scheduling, Coaching Development, Banquet, Awards, Tournament Hosts, Disputes/Complaints, Volunteers, Programming, Fundraising, Sponsorship, Team selection, Expenses, Accessibility/Accommodation, Risk Manager, Communications, summer camps, Health and Safety,

III. Programs and Awards

We offer a program for young athletes of all ages, starting with our Mini and Pee Wee PREDS program for male and female athletes as young as 6 years of age and culminating with our oldest rep team athletes at 18 years of age.

A list of our programs (all of our programs are for both male and female athletes), with the approximate number of athletes in each:

- Mini and Pee Wee PREDS – 240
- Junior PREDS – 180
- Youth League – 180
- Setter's Camp – 64
- Position Camp – 52
- Junior Camp – 40
- Overall Skills Camp – 130



- Club Camp – 96
- Mini and Pee Wee PREDs Camp – 24
- Elite Beach Program – 84
- Junior Beach Program – 24
- Youth Beach Program - 20
- Rep Team Athletes – 240

The club has 3 awards for its athletes:

- The 5 Year award is presented to athletes that have been with the club for 5 years.
- The Loyalty award is presented to athletes that have played at least 5 years and have only played with KW Predators VBC through their 18U season.
- The Predator Scholarship is presented to an 18U graduating athlete that will be continuing their volleyball career at a Canadian institution. A maximum of 2 Scholarships will be presented in any given year. Athletes must show leadership, involvement in Youth Development programs and has played at least 3 years with the club.

IV. Athletes

4.1 Tryouts/Team Selection for Travel Teams

KWPVC divides its teams by age category. The KWPVC is committed to running at least two teams at the 13U-18U level for both girls and boys. The possibility of this happening depends on both the number of athletes trying out and the number of qualified coaches available to coach these teams. The teams are divided by age with the best players at each age division making up the team. Each team is made up of at least 9/10 players. If, after selecting our teams, we have enough players to create an additional team within that age division, the club will consider this, depending whether we have a qualified coach available to commit the time.

All teams will abide by the rule-of-two with at least one primary coach, whose responsibility is essentially that team. Other coaches may be involved and experienced senior coaches will oversee the operation of all teams.



Athletes will be assigned to particular teams based on the consideration of a variety of factors including:

- Providing a good playing and development experience for an individual athlete
- Providing an opportunity for as many athletes as possible to play volleyball
- Ensuring viability of teams
- Providing a reasonable opportunity for all teams to succeed.

4.2 Travel Team Composition

Upon completion of tryouts the coaches discuss the athletes and teams. A team list will be created based on the criteria outlined above. If the coaches are not able to reach an agreement regarding the placement of athletes on teams, then the Board of Directors assist with the decision.

In general, athletes will be assigned to play for teams within their own age group. However, it is recognized that some athletes who are particularly skilled may benefit from practicing and playing at a more advanced level. Therefore, once the teams have been selected and an athlete has been assigned to their primary team it is permissible for athletes to also practice and play with other teams within the club to help in their personal development. If there is a conflict in scheduling between two teams that an athlete is associated with, then the priority is always with their primary team, unless otherwise agreed to by both coaches.

Athletes who cannot make a full commitment to their team at the beginning of the season with respect to the practice and competition schedule should understand that their role during competitions may be limited, at the discretion of the coaches. The coaches should clarify this type of situation at the beginning of the season when he/she becomes aware that the athlete's role will be limited.



4.3 Athlete Dismissal

An athlete may be dismissed if the athlete:

- Fails to remain a member in good standing with the Organization
- Fails to meet performance expectations
- Exhibits conduct that is detrimental to the image of the Organization
- Is unable to perform due to injury, illness or other medical reasons as determined by the Organization's medical staff

When necessary and appropriate, an athlete may be replaced by an alternate athlete (provided the alternate athlete is still eligible).



V. Parent & Guardians

5.1 Parent Representatives

One of the important ingredients to a successful KWPVC season is the parent rep. Each team should have a representative who serves as the liaison between the coach and the parents.

- 5.1.1 Acts as a liaison between the coaches and the player's parents. Communicates regularly with the coach and informs the team of changes in practice times, tournament schedule changes and any other information that needs to be distributed to the team.
- 5.1.2 Assist coaches in collecting team fees or monies for expenses and creating budget for seasonal activities.
- 5.1.3 Acts as the point person for any concerns related to the team by other parents. Refers concerns to the coaches and the KWPVC executive.
- 5.1.4 Prepares a team roster for all parents with names of players and parents, addresses, phone numbers, and any other pertinent information.
- 5.1.5 Assists in making travel arrangements for overnight and out of town tournaments. Assists the coach in distributing tournament information to the team. Coordinates hotel accommodations with other parent reps traveling to the same tournaments.
- 5.1.6 The PARENT REP is NOT an ASSISTANT COACH and is NOT involved in any COACHING DECISIONS regarding LINE-UPS, PLAYING TIME, etc.
- 5.1.7 Help plan fundraisers, special events and look for potential sponsors for the team. (see sponsor section).
- 5.1.8 Coordinate resources for hosting tournaments, which includes operating concessions at the tournaments, score keeping, and minor officiating.



5.2 Financial Commitment

- 5.2.1 There are many factors that are taken into consideration when establishing yearly fees for the club season. The major factors include cost of facilities and the cost of tournaments and provincial championships. The Seasonal fee will be shared once the cost of all factors is known.
- 5.2.2 Seasonal fees cover practices, OVA age division tournaments, Provincial Championships for age division tournaments and uniforms.
- 5.2.3 Families with 2 or more children playing in the club will have a 10% discount per child. (This will not apply to members of the coaching staff).
- 5.2.4 When your child is selected to represent one of our teams, the parents can choose to pay their invoices through the secure SportsEngine platform or by e-transfer. If choosing the e-transfer option, please use “What is your favourite Sport?” with the answer “volleyball”. Send e-transfers to ppavan@kwpredators.org

The following are the club fees for the 2025-2026 season.

There are four (4) installment dates for fees: **15 Oct 2025**, **30 Nov 2025**, **15 Jan 2026** and **1 Mar 2026**

Category	Fees	Date Due			
		Oct 15 2025	Nov 30 2025	Jan 15 2026	Mar 1 2026
4 x 4	\$700	#350	x	\$350	x
6 v 6	\$2150.00	\$550.00	\$550.00	\$525.00	\$525.00
TLS	\$2200.00	\$550.00	\$550.00	\$550.00	\$550.00
15U	\$2200.00	\$550.00	\$550.00	\$550.00	\$550.0
16U	\$2300.00	\$575	\$575	\$575	\$575
17U	\$2300.00	\$575	\$575	\$575	\$575
18U	\$2450.00	\$625.00	\$625.00	\$600.00	\$600.00

- Players selected as practice players will be invoiced at the rate of 25% of the total fee.



5.3 Financial Assistance

KW Predators Volleyball Club believes that every child should have the ability to participate regardless of financial status. If you are a family in need and the registration fee is your only roadblock to your child participating, please contact us at ppavan@kwpredators.org so that we can discuss alternate options.

[Jumpstart](#)

[KidSport](#)

5.4 Fundraising/Sponsorship

- 5.3.1 Financial issues should never prevent an athlete from representing the KWPVC. To that end, the KWPVC will make available to those athletes in financial difficulty, fundraising opportunities to help offset the cost of participating. These situations will be discussed on an individual basis with the athlete/parent so that a program can be worked out.
- 5.3.2 The KWPVC does not embark on club fundraising. The club operates on the fees that are paid by the parents. For any team that wishes to fundraise, the club will make available to them a tournament that they may host and a facility to run the tournament. The club will also provide antennas, flip cards, and concession advice to a team that wishes to host a tournament. The running of the tournament then becomes the responsibility of the coach, the players, and the parents of the team hosting.
- 5.3.3 Please note that if a team chooses to attend a National Championship or any other tournament outside of the OVA schedule for their age group, it is the responsibility of the team to cover all of the coach's expenses (flights, accommodations, food, transportation, etc) for up to two coaches. Please take this into consideration when planning your season, budget and when you fundraise.
- 5.3.4 Teams are encouraged to solicit sponsorship from local companies. The KWPVC will only recognize team or club sponsorship.



Please note that we are not a charitable organization and cannot issue Charitable Donations Receipts.

5.3.5 KW Predators Volleyball is a not-for-profit organization that has been providing recreational and competitive volleyball programs for the youth community of Kitchener-Waterloo and surrounding area since 2007. We aim to promote healthy and active lifestyles from the age of 4 years and up. Sponsorship of KW Predators Teams helps us offer enhanced volleyball opportunities and services to our players as well as making volleyball affordable to all.

Canadian amateur athletics builds success through contributions made by organizations like you. It's because of sponsors that our youth can participate in sports to build positive and lifelong skills.

For more information, please email Paul Pavan at: ppavan@kwpredators.org

	Gold	Silver	Bronze
Sponsorship level	\$1250+	\$750+	\$250+
Logo on Sponsor and Team page*	X	X	X
Team Photo Plaque**	X	X	
Predators Gift	X	X	
Logo on Registration page	X	X	
Logo on top of Home page	X		
Logo on Preds Gear of Team***	X		
Logo on bottom of Home page		X	

* Sponsor must provide Web address and Logo for display/printing.

** less cost of Team photo plaque

*** less cost of printing and shirts



VI. Coaches

The Kitchener-Waterloo Predators Volleyball Club is dedicated to providing its athletes with an environment that will allow them to succeed and develop their volleyball potential. As such we have a certain expectation with regard to the behaviour and conduct of our coaches.

The athlete/coach relationship is a privileged one. Coaches play a critical role in the personal as well as athletic development of their athletes. They must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it. Coaches must also recognize that they are conduits through which the values and goals of a sport organization are channeled. Thus how an athlete regards his/her sport is often dependent on the behaviour of the coach. The following Code of Conduct has been developed to aid coaches in achieving a level of behaviour, which will allow them to assist their athletes in becoming well-rounded, self confident and productive human beings.

6.1 Coach Honorariums

Our coaches are volunteers and as such receive no salary to coach in the club. A modest honorarium given to a team is to be divided amongst the coaches of that team. The team honorarium will be given to the team after the last game of their season.

\$3000 per team (subject to change)

6.2 Coaches' Child Fees

The Club Fee for coaches that have children playing in the club will be reduced by 50% for their first child only. One coach per child per team.

6.3 Coaches Expenses.

KW Predators VBC will reimburse coaches for expenses that are incurred while coaching their teams in their OVA Age Division. Expenses will be covered by the club for the team for at most 2 coaches.



These will include:

- food and mileage for tournaments or matches extending beyond from Kitchener/Waterloo region.
- parking fees incurred for practices at local facilities.
- coaching development courses approved by the Club

For food, up to two coaches per team at a rate of \$70 per coach per day.

On travel days, if leaving on Friday for a tournament in Ottawa on Saturday, the club will cover the cost of dinner at a rate of \$35 per coach, to a maximum of 2 coaches.

Please remember that alcohol cannot be included as part of your claim.

For travel, the club will pay 35 cents per kilometer, based on Google maps mileage. Again, this will be paid to a maximum of 2 coaches per team.

When possible, it is recommended that coaches carpool.

- ❖ If there are more than two coaches, consider pooling the allotment and dividing the amount between the coaches.

Coaches with children on their team will be reimbursed at a 50% rate travel by the club.

A team is responsible for the expenses of at most 2 coaches. This will include accommodations for all age tournaments and all non-age tournaments; travel and food for tournaments above the 4 OVA age tournaments; all expenses associated with Provincials, food, travel and accommodations. The team is only responsible to reimburse at a rate of 50% if the coach has a child on the team. The team can use the guidelines stated above for food and travel.

Coaches are expected to pay their child's team portion of the budget.

Example:

A Hotel room costs \$150, a coach and their child stay in the room, the team will cover \$75.

In Summary:

Expense Limits For Parents

- ☒ Responsible for 2 coaches/team
- ☒ Coaches do not claim expenses if a tournament is held in Waterloo Region
- ☒ Meals – \$70 for a full day (\$15 for breakfast, \$20 for lunch, \$35 for dinner)
- ☒ Transportation – Receipts required
- ☒ Hotels – Receipts required



General Rules For Hotels

Coaches should book hotels based on distance or if severe weather is expected. In the case of impending severe weather, the distance limits will not apply. For tournaments lasting two or more days, it is reasonable to expect that the coaches will require a hotel.

- ☒ Distance Limits
- ☒ West – Chatham to Windsor
- ☒ East – East of Durham
- ☒ North – North of Barrie

Please complete and submit the Travel Expense Form

<https://www.kwpredators.org/page/show/5903198-coaches-manual-expenses>

to Frank Leung at fleung678@gmail.com and Paul Pavan pavan2977@rogers.com



VII. Tournaments

7.1 Tournament Information

The location and number of tournaments is set every year by the Ontario Volleyball Association. The KWPVC will guarantee each of its teams a full OVA season for their age group including the Provincial Championship.

Tournament information is posted on the OVA website [Indoor Volleyball \(ontariovolleyball.org\)](http://indoorvolleyball.ontariovolleyball.org) and made available when teams and locations are determined.

For the multi-day tournaments or tournament locations which require overnight stay, a Parent Rep for each team can be responsible for coordinating hotel accommodations. In the event more than one team from KWPVC will be attending the same tournament, an effort should be made to coordinate accommodation plans with all teams.



VIII. Finances

8.1 Registration Fees

The club is a Not-for-Profit organization and bases its fee on the expected cost of running the club in a given year. The fee that is paid goes toward covering the following:

- OVA club registration fees
- OVA team registration fees
- OVA coach registration fees
- OVA tournament & Provincial Championship entry fees [for age group]
- Coaches' expenses for mileage and food (for OVA age group events)
- Uniforms
- Gymnasium rental costs, permit fees
- Equipment: Volleyballs, carts, bags and gym equipment
- Banquet
- Supplies
- Honorariums
- Insurance
- Storage Fees
- Advertising
- Meetings
- Coach's Gear
- Communication Tools: Constant Contact, SportsEngine
- First Aid Kits
- HUDL for selected teams
- Munciana Camp for selected teams
- Accounting and Legal costs
- Miscellaneous expenses.

Fees will not be refunded for players who choose to leave before the end of the season.

Fees do not cover any costs associated with player transportation, accommodation or food for tournaments. Players and parents often arrange carpools to and from tournaments to reduce costs.

8.2 Refund Policy

KW Predators VBC reserves the right to cancel any program, camp, clinic, lesson, or club team due to a lack of enrollment. A full refund will be provided. Other refunds will be provided as per our Refund Policy:



Withdraw two weeks prior to the start of program/camp/clinic/lesson/club play: A full refund will be provided (less \$15.00 administration fee).

Withdraw within two weeks of the start of program/camp/clinic/club play: 50% of the registration fees will be refunded (less \$15.00 admin fee). Note: Should a replacement athlete be available a full refund will be provided (less the \$15.00 admin. fee). Withdraw within 24 hours of the start of a program: no refunds will be provided.

Once the camp/clinic/lesson/club play has started no refunds will be provided. No refunds are provided to club volleyball athletes.

However, participants of KW Predators VBC programs/camps/clinics/lessons who have to withdraw from the program/camp/clinic/lesson due to personal injury may receive a prorated refund. These requests must be made in writing and forwarded to KW Predators VBC ppavan@kwpredators.org

CLUB VOLLEYBALL ATHLETES/PARENTS: KW Predators VBC does not offer any refunds for club volleyball athletes since the loss of an athlete cannot be easily replaced once all club athletes have committed to their teams. Therefore, KW Predators VBC defines the start of the season as the team's first practice and not the team's first tournament.

However, should an athlete become injured and not be available to continue their season, KW Predators VBC will not pursue the remainder of any amounts due. Still, any request for waiving of fees due to injury must be made in writing to: KW Predators VBC ppavan@kwpredators.org



IX. Social Media Guidelines

When participating in a KWPVC Volleyball event, as a coach, player or staff member, you are expected to maintain a positive and respectful presence on all social media platforms. This includes but is not limited to updates, photos, tweets, videos and blogs. This also includes content that others may post or tag to your social network page or account. Social networking sites have modern safeguards in place to censor your information in many ways. If you do not know how to keep questionable or offensive content off a social networking page that is attributed to you, then it is your responsibility to learn or delete your account.

KWPVC encourages the use of social media as long as the content is positive in nature, and team focused. Refrain from posting individual accomplishments or activities. (Post team pictures, team events...avoid individual posts about teammates.)

“Organization” refers to: KW Predators VBC

The Social Media Guidelines for Coaches and Athletes is a separate document from the Social Media Use Policy

9.1 Definitions

1. The following term has this meaning in these Guidelines:

“Social media” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter

9.2 Purpose

2. These Guidelines provide coaches and athletes with tips and suggestions for social media use. Coaches and athletes are strongly encouraged to develop their own strategy for social media use (either written down or not) and ensure that their strategy for social media use is acceptable pursuant to the Organization’s *Code of Conduct and Ethics*.



3. Given the nature of social media as a continually developing communication sphere, the Organization trusts its coaches and athletes to use their best judgment when interacting with social media. These Guidelines are not hard and fast rules or behavioural laws; but rather recommendations that will inform coaches' and athletes' best judgment.

9.3 Social Media Guidelines for Coaches

4. The following tips should be used by coaches to inform their own strategy for social media use:

- a) Choosing not to engage with social media is an acceptable social media strategy. But you must have good reasons for your choice and be active in other communication media
- b) Despite what Facebook says, you are not actually “friends” with athletes. Resist commenting on athletes’ personal activities, status updates, or tweets on Twitter
- c) Consider monitoring or being generally aware of athletes’ public social media behaviour to ensure compliance with the Organization’s *Code of Conduct and Ethics* and *Social Media Policy*
- d) Coaches may not demand access to an athlete’s private posts on Twitter, Instagram, or Facebook
- e) Do not “friend” athletes on Facebook unless they request the connection. Never pressure athletes to “friend” you
- f) If you accept some “friend” requests, or follow one athlete on Twitter or Instagram, you should accept all friend requests and follow all the athletes. Be careful not to show favouritism on social media
- g) Consider managing your social media so that athletes do not have the option to follow you on Twitter or “friend” you on Facebook
- h) Seek permission from athletes before posting pictures or videos of the athletes on publicly available social media like a blog, Instagram, or YouTube
- i) Do not use social media to ‘trap’ athletes if they say one thing to you in person but their social media activity reveals they were doing something different
- j) Keep selection decisions and other official team business off social media



- k) Never require athletes to join Facebook, join a Facebook group, subscribe to a Twitter feed, or join a Facebook page about your team or organization
- l) If you create a page on Facebook or Instagram for your team or athlete, do not make this social media site the exclusive location for important information. Duplicate important information in more official channels (like on a website or via email)
- m) Ensure that parents are aware that some coach-athlete interactions may take place on social media
- n) Exercise appropriate discretion when using social media for your own personal communications (with friends, colleagues, and other athletes) with the knowledge that your behaviour may be used as a model by your athletes
- o) Avoid association with Facebook groups, Instagram accounts, or Twitter feeds with explicit sexual contact or viewpoints that might offend or compromise the coach-athlete relationship
- p) Never misrepresent yourself by using a fake name or fake profile
- q) Be aware that you may acquire information about an athlete that imposes an obligation of disclosure on your part (such as seeing pictures of underage athletes drinking during a trip)
- r) Attempt to make communication with athletes in social media as one-sided as possible. Be available for athletes if they initiate contact via social media – athletes may wish to have this easy and quick access to you – but avoid imposing yourself into an athlete's personal social media space unless explicitly requested to do so
- s) Avoid adding athletes to Snapchat and do not send snapchats to athletes

9.4 Social Media Guidelines for Athletes

5. The following tips should be used by athletes to inform their own strategy for social media use:
 - a) Set your privacy settings to restrict who can search for you and what private information other people can see
 - b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or Twitter. You are not required to follow anyone or be Facebook friends with anyone



- c) Avoid adding coaches to Snapchat and do not send snapchats to coaches
- d) If you feel harassed by someone in a social medium, report it to your coach, club official, or to the Organization
- e) Do not feel pressure to join a fan page on Facebook or follow a Twitter feed or Instagram account
- f) Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post
- g) Content posted to a social medium is almost always permanent – consider that other individuals may take screenshots of your content (even snapchats) before you can delete them
- h) Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, harassment, drinking alcohol (if underage), and smoking marijuana
- i) Model appropriate behaviour in social media befitting your status as a) an elite athlete, and b) a member of your club and of the Organization. As a representative of the Organization, you have agreed to the Organization's *Code of Conduct and Ethics* and must follow that Code when you post material and interact with other people through social media
- j) Be aware that your public Facebook page, Instagram account, or Twitter feed may be monitored by your club, coach, or by the Organization and content or behaviour demonstrated in social media may be subject to sanction under the Organization's *Discipline and Complaints Policy*

9.5 Club Responsibilities

6. Clubs should not attempt to impose social media restrictions onto coaches or athletes. There are many situations where social media contact is desirable and necessary; yet many situations where social media contact is unwanted and risky. Coaches and athletes should be trusted, pursuant to the Organization's *Code of Conduct and Ethics*, to navigate social media using their best judgment.

7. Clubs should monitor social media use by its athletes and coaches and should consider regular surveys and reviews to understand how coaches and athletes are using social media.



Coaches and athletes may need to be reminded that behaviour in social media is still subject to the Organization's *Code of Conduct and Ethics*.

8. Complaints and concerns about an athlete's or a coach's conduct or behaviour in social media can be addressed under the Organization's *Discipline and Complaints Policy*.

X. Complaint Management

10.1 Dispute Resolution Policy

“Organization” refers to: KW Predators VBC

10.1.1 Definitions

1. The following term has this meaning in this Policy:



- a) “*Individuals*” – All categories of membership defined in the Organization’s By-laws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

10.1.2 Purpose

2. The Organization supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. The Organization encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The Organization believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

10.1.3 Application of this Policy

4. This Policy applies to all Individuals.
5. Opportunities for Alternate Dispute Resolution may be pursued at any point in a dispute when all parties to the dispute agree that such a course of action would be mutually beneficial.

10.1.4 Facilitation and Mediation

6. If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute.
7. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and shall specify a deadline before which the parties must reach a negotiated decision.
8. Should a negotiated decision be reached, the decision shall be reported to, and approved by, the Organization. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending the Organization’s approval.
9. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of the Organization’s *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.



10.1.5 Final and Binding

10. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.

10.2 Discipline and Complaints Policy

“Organization” refers to: KW Predators VBC

10.2.1 Definitions

1. The following terms have these meanings in this Policy:

- a) “*Case Manager*” – An individual appointed by the Discipline Chair to administer certain complaints under this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, the Organization
- b) “*Complainant*” – The Party making a complaint
- c) “*Days*” – Days including weekends and holidays
- d) “*Discipline Chair*” – An individual or individuals appointed by the Board to be the first point-of-contact for all discipline and complaint matters reported to the Organization
- e) “*Individuals*” – All categories of membership defined in the Organization’s By-laws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators, and parents/guardians of athletes
- f) “*Respondent*” – The Party responding to the complaint

10.2.2 Purpose

2. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the Organization’s policies, By-laws, rules and regulations, and *Code of Conduct and Ethics*. Non-compliance may result in sanctions pursuant to this Policy.

10.2.3 Discipline Chair



3. The Discipline Chair will be a Director of the Board, or an individual appointed by the Board to handle the duties of the Discipline Chair. The Board may choose to appoint three (3) individuals to serve as Discipline Chair and, in this case, decisions of the Discipline Chair will be by majority vote.

4. The Discipline Chair appointed to handle a complaint or incident must be unbiased and not in a conflict of interest situation.

10.2.4 Application of this Policy

5. This Policy applies to all Individuals.

6. This Policy applies to matters that may arise during the Organization's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the Organization's activities, and any meetings.

7. This Policy also applies to Individuals' conduct outside of the Organization's business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment), is detrimental to the image and reputation of the Organization, or upon the acceptance of the Organization. Applicability will be determined by the Organization at its sole discretion.

8. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.

9. An employee of the Organization who is a Respondent will be subject to appropriate disciplinary action per the Organization's policies for human resources as well as the employee's Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

10.2.5 Adult Representative

10. Complaints may be brought for or against an Individual who is a minor. Minors must have a parent/guardian or other adult serve as their representative during this process.

11. Communication from the Discipline Chair or Case Manager, as applicable, must be directed to the minor's representative.

12. A minor is not required to attend an oral hearing, if held.



10.2.6 Reporting a Complaint

13. Any Individual may report an incident or complaint to the Board in writing, within fourteen (14) days of the alleged incident, although this timeline can be waived or extended at the Board's discretion.

14. At the Organization's discretion, the Organization may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Organization will identify an individual to represent the Organization.

15. The Board will appoint a Discipline Chair, as described in this Policy.

10.2.7 Assessing a Complaint

16. Upon receipt of a complaint, the Discipline Chair has discretion to choose which process should be followed, and may use the following examples as a general guideline:

- a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy;
- b) Propose the use of the Organization's *Dispute Resolution Policy*;
- c) Determine that the alleged incident may contain an element of discrimination, harassment, workplace harassment, workplace violence, sexual harassment, or abuse. The Discipline Chair may also appoint an Investigator in accordance with the Organization's *Investigations Policy - Discrimination, Harassment, and Abuse* and the Organization, and the Investigator, will have additional responsibilities as described in that Policy; and/or
- d) Choose which process should be followed, and may use the following examples as a general guideline

Process #1 - the Complaint alleges the following incidents:

- i. Disrespectful, abusive, racist, or sexist comments or behaviour
- ii. Disrespectful conduct
- iii. Minor incidents of violence (e.g., tripping, pushing, elbowing)
- iv. Conduct contrary to the values of the Organization
- v. Non-compliance with the Organization's policies, procedures, rules, or regulations
- vi. Minor violations of the Organization's *Code of Conduct and Ethics*



Process #2 - the Complaint alleges the following incidents:

- i. Repeated minor incidents
- ii. Any incident of hazing
- iii. Behaviour that constitutes harassment, sexual harassment, or sexual misconduct
- iv. Major incidents of violence (e.g., fighting, attacking, sucker punching)
- v. Pranks, jokes, or other activities that endanger the safety of others
- vi. Conduct that intentionally interferes with a competition or with any athlete's preparation for a competition
- vii. Conduct that intentionally damages the Organization's image, credibility, or reputation
- viii. Consistent disregard for the Organization's By-laws, policies, rules, and regulations
- ix. Major or repeated violations of the Organization's *Code of Conduct and Ethics*
- x. Intentionally damaging the Organization's property or improperly handling the Organization's monies
- xi. Abusive use of alcohol, any use or possession of alcohol by minors, or use or possession of illicit drugs and narcotics
- xii. A conviction for any *Criminal Code* offense
- xiii. Any possession or use of banned performance enhancing drugs or methods

17. If the Discipline Chair determines the complaint is frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately.

18. The Discipline Chair's decision to accept or dismiss the complaint may not be appealed.

Process #1: Handled by Discipline Chair

Sanctions



19. Following the determination that the complaint or incident should be handled under Process #1, the Discipline Chair will review the submissions related to the complaint or incident and determine one or more of the following sanctions:

- a) Verbal or written reprimand
- b) Verbal or written apology
- c) Service or other contribution to the Organization
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from all the Organization's activities for a designated period
- g) Any other sanction considered appropriate for the offense

20. The Discipline Chair will inform the Respondent of the sanction, which will take effect immediately.

21. Records of all sanctions will be maintained by the Organization.

10.2.8 Request for Reconsideration

22. If there is no sanction, the Complainant may contest the non-sanction by informing the Discipline Chair, within (4) days of receiving the decision, that the Complainant is not satisfied with the decision. The initial complaint or incident will then be handled under Process #2 of this Policy.

23. The sanction may not be appealed until the completion of a request for reconsideration. However, the Respondent may contest the sanction by submitting a Request for Reconsideration within four (4) days of receiving the sanction. In the Request for Reconsideration, the Respondent must indicate:

- a) Why the sanction is inappropriate;
- b) Summary of evidence that will be submitted to support the Respondent's position; and
- c) What penalty or sanction (if any) would be appropriate

24. Upon receiving a Request for Reconsideration, the Discipline Chair may decide to accept or reject the Respondent's suggestion for an appropriate sanction.



25. Should the Discipline Chair accept the Respondent's suggestion for an appropriate sanction, that sanction will take effect immediately.

26. Should the Discipline Chair not accept the Respondent's suggestion for an appropriate sanction, the initial complaint or incident will be handled under Process #2 of this Policy.

Process #2: Handled by Case Manager

Case Manager

27. Following the determination that the complaint or incident should be handled under Process #2, the Organization will appoint an **independent third-party** Case Manager to oversee management and administration of the complaint or incident. The Case Manager should not be in a conflict of interest and should have expertise in dispute resolution matters. Such appointment is not appealable.

28. The Case Manager has a responsibility to:

- a) Propose the use of the Organization's *Dispute Resolution Policy*
- b) Appoint the Discipline Panel, if necessary
- c) Coordinate all administrative aspects and set timelines
- d) Provide administrative assistance and logistical support to the Discipline Panel as required
- e) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

29. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.

30. The Case Manager may propose using the Organization's *Dispute Resolution Policy* with the objective of resolving the dispute. If applicable, and if the dispute is not resolved, or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Arbitrator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Discipline Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.

31. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other



communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:

- a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
- b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
- c) The Parties may engage a representative, advisor, or legal counsel at their own expense
- d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
- e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
- f) The decision will be by a majority vote of the Discipline Panel

32. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.

33. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.

34. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in their own right, that party will become a Party to the current complaint and will be bound by the decision.

35. In fulfilling its duties, the Discipline Panel may obtain independent advice.

10.2.9 Decision

36. After hearing and/or reviewing the matter, the Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of



the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. In extraordinary circumstances, the Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

10.2.10 Sanctions

37. The Discipline Panel may apply the following disciplinary sanctions, singularly or in combination:

- a) Verbal or written reprimand
- b) Verbal or written apology
- c) Service or other contribution to the Organization
- d) Removal of certain privileges
- e) Suspension from certain teams, events, and/or activities
- f) Suspension from all the Organization's activities for a designated period
- g) Payment of the cost of repairs for property damage
- h) Suspension of funding from the Organization or from other sources
- i) Expulsion from the Organization
- j) Any other sanction considered appropriate for the offense

38. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.

39. Records of all decisions will be maintained by the Organization.

10.2.11 Appeals

40. The decision of the Discipline Panel may be appealed in accordance with the Organization's *Appeal Policy*.

10.2.12 Suspension Pending a Hearing



41. The Organization may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of an investigation, criminal process, the hearing, or a decision of the Discipline Panel.

10.2.13 Criminal Convictions

42. An Individual's conviction for a *Criminal Code* offense, as determined by the Organization, will be deemed an infraction under this Policy and will result in expulsion from the Organization. *Criminal Code* offences may include, but are not limited to:

- a) Any child pornography offences
- b) Any sexual offences
- c) Any offence of physical violence
- d) Any offence of assault
- e) Any offence involving trafficking of illegal drugs

10.2.14 Confidentiality

43. The discipline and complaints process is confidential and involves only the Parties, the Case Manager, the Discipline Panel, and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

10.2.15 Timelines

44. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

9.2.16 Records and Distribution of Decisions

45. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.



10.3 Appeal Policy

“Organization” refers to: KW Predators VBC

10.3.1 Definitions

1. The following terms have these meanings in this Policy:

- a) “*Appellant*” – The Party appealing a decision
- b) “*Case Manager*” – An individual appointed by the Organization who may be any staff member, committee member, volunteer, Director, or an independent third party, to oversee this Appeal Policy. The Case Manager will have responsibilities that include, but are not limited to:
 - i. Ensuring procedural fairness;
 - ii. Respecting the applicable timelines; and
 - iii. Using decision making authority empowered by this Policy.
- c) “*Respondent*” – The body whose decision is being appealed
- d) “*Affected Party*” - Any individual or entity, as determined by the Case Manager, who may be affected by a decision rendered under this Policy and who may have recourse to an appeal in their own right under this Policy
- e) “*Parties*” – The Appellant, Respondent, Affected Party, and any other Individuals affected by the appeal
- f) “*Days*” – Days including weekends and holidays
- g) “*Individuals*” – All categories of membership defined in the Organization’s By-laws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

10.3.2 Purpose



2. The Organization is committed to providing an environment in which all Individuals involved with the Organization are treated with respect and fairness. The Organization provides Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by the Organization. Further, some decisions made by the process outlined in the Organization's *Discipline and Complaints Policy* may be appealed under this Policy.

10.3.3 Scope and Application of this Policy

3. This Policy applies to all Individuals. Any Individual who is directly affected by a decision by the Organization shall have the right to appeal that decision provided there are sufficient grounds for the appeal under the 'Grounds for Appeal' section of this Policy.

4. This Policy **will apply** to decisions relating to:

- a) Eligibility
- b) Selection
- c) Conflict of Interest
- d) Discipline
- e) Membership

5. This Policy **will not apply** to decisions relating to:

- a) Employment
- b) Infractions for doping offenses
- c) The rules of the sport
- d) Selection criteria, quotas, policies, and procedures established by entities other than the Organization
- e) Substance, content and establishment of team selection criteria
- f) Volunteer/coach appointments and the withdrawal or termination of those appointments



- g) Budgeting and budget implementation
- h) The Organization's operational structure and committee appointments
- i) Decisions or discipline arising within the business, activities, or events organized by entities other than the Organization (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Organization at its sole discretion)
- j) Commercial matters for which another appeals process exists under a contract or applicable law
- k) Decisions made under this Policy

10.3.4 Timing of Appeal

6. Individuals who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to the Organization, the following:

- a) Notice of the intention to appeal
- b) Contact information and status of the appellant
- c) Name of the respondent and any affected parties, when known to the Appellant
- d) Date the appellant was advised of the decision being appealed
- e) A copy of the decision being appealed, or description of decision if written document is not available
- f) Grounds for the appeal
- g) Detailed reasons for the appeal
- h) All evidence that supports these grounds
- i) Requested remedy or remedies
- j) An administration fee of one hundred dollars (\$100), which will be refunded if the appeal is upheld

7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not



allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

10.3.5 Grounds for Appeal

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:

- a) Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make
- b) Failed to follow its own procedures (as set out in the Respondent's governing documents)
- c) Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)

9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

10.3.6 Screening of Appeal

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the Organization and the Appellant may first determine the appeal to be considered under the Organization's *Dispute Resolution Policy*.

11. Appeals resolved by mediation under the Organization's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.

12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, the Organization will appoint an independent Case Manager (who must not be in a conflict of interest) who has the following responsibilities:



- a) Determine if the appeal falls under the scope of this Policy
- b) Determine if the appeal was submitted in a timely manner
- c) Decide whether there are sufficient grounds for the appeal

13. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.

14. If the Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Arbitrator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

10.3.7 Determination of Affected Parties

15. In order to ensure the identification of any Affected Parties, the Case Manager will engage with the Organization. The Case Manager will determine whether a party is an Affected Party at their sole discretion.

10.3.8 Procedure for Appeal Hearing

16. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.

17. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

18. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be



governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:

- a) The hearing will be held within a timeline determined by the Case Manager
- b) The Parties will be given reasonable notice of the day, time and place of the hearing
- c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
- d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
- e) The Panel may request that any other individual participate and give evidence at the hearing
- f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
- g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
- h) The decision to uphold or reject the appeal will be by a majority vote of Panel members

19. In fulfilling its duties, the Panel may obtain independent advice.

10.3.9 Appeal Decision

20. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:

- a) Reject the appeal and confirm the decision being appealed
- b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision



- c) Uphold the appeal and vary the decision

21. The Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

10.3.10 Timelines

22. If the circumstances of the appeal are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the appeal, the Case Manager and/or Panel may direct that these timelines be revised.

10.3.11 Confidentiality

23. The appeals process is confidential and involves only the Parties, the Case Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.

10.3.12 Final and Binding

24. No action or legal proceeding will be commenced against the Organization or Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Organization's governing documents.

10.4 Investigations Policy

“Organization” refers to: KW Predators VBC

10.4.1 Definitions

1. The following terms have these meanings in this Policy:



- a) “*Discipline Chair*” – An individual or individuals appointed by the Board to be the first point-of-contact for all discipline and complaint matters reported to the Organization, per the *Discipline and Complaints Policy*
 - b) “*Individuals*” – All categories of membership defined in the Organization’s By-laws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization
2. The following terms have the meanings as defined in the Organization’s *Code of Conduct and Ethics*:
- a) Harassment
 - b) Discrimination
 - c) Workplace Harassment
 - d) Sexual Harassment
 - e) Workplace Violence
3. The following terms have the meanings as defined in the Organization’s *Abuse Policy*:
- a) Abuse

10.4.2 Purpose

4. The Organization is committed to eliminating all instances of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, and Abuse within its operations and activities. This Policy describes how Individuals can report instances of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, and Abuse and how the Organization may investigate those reports.

10.4.3 Determination and Disclosure

5. When a complaint is submitted per the Organization’s *Discipline and Complaints Policy*, the Discipline Chair will determine if such complaint is related to an instance of



Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, or Abuse or any other matter subject to investigation.

6. The Organization will adhere to all disclosure and reporting responsibilities required by any government entity, local police force, or child protection agency.

10.4.4 Investigation

7. Complaints that are determined to contain an element of Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, and Abuse will continue to be addressed by the process(es) described in the *Discipline and Complaints Policy*. However, the Discipline Chair may also appoint an Investigator to investigate the allegations.

8. The Investigator may be a representative of the Organization or a Director or may be an independent third-party skilled in investigating claims of harassment. The Investigator must not be in a conflict of interest situation and should have no connection to either party.

9. Federal and/or Provincial legislation related to Workplace Harassment may apply to the investigation if Harassment was directed toward a worker in a Workplace. The Investigator should review workplace safety legislation and/or consult independent experts to determine whether legislation applies to the complaint.

10. The investigation may take any form as decided by the Investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:

- a) Complainant interviewed;
- b) Witnesses interviewed;
- c) Statement of facts (complainant's perspective) prepared by Investigator and acknowledged by Complainant;
- d) Statement delivered to Respondent;
- e) Respondent interviewed;



- f) Witnesses interviewed; and
- g) Statement of facts (respondent's perspective) prepared by Investigator and acknowledged by Respondent.

10.4.5 Investigator's Report

11. Per timelines determined by the Discipline Chair, who may modify the timelines as described in the *Discipline and Complaints Policy*, the Investigator will prepare and submit a Report.

12. The Investigator's Report should include a summary of evidence from the parties (including both statements of facts, if applicable) and recommendations from the Investigator of whether or not, on a balance of probabilities, an incident occurred that could be considered Discrimination, Harassment, Workplace Harassment, Workplace Violence, Sexual Harassment, or Abuse or other breach.

13. The Investigator's Report will be provided to the Discipline Chair who will disclose it per their discretion, but at least to the Organization.

14. Should the Investigator find that there are possible instances of offence under the *Criminal Code*, particularly related to Criminal Harassment (or Stalking), Uttering Threats, Assault, Sexual Interference, or Sexual Exploitation, the Investigator shall advise the Complainant to refer the matter to police. The Investigator will further inform the Organization that the matter should be directed to the police.

15. The Investigator must also inform the Organization of any findings of criminal activity. The Organization may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of doping drugs or materials, any sexual crime involving minors, fraud against the Organization, or other offences where the lack of reporting would bring the Organization into disrepute.



16. The Discipline Chair or the Discipline Panel, as applicable, shall consider the Investigator's Report, in addition to submissions from the parties, prior to deciding on the complaint.

10.4.6 Reprisal and Retaliation

17. An individual who submits a complaint to the Organization, or who gives evidence in an investigation, may not be subject to reprisal or retaliation from any individual or group. Should anyone who participates in the process face reprisal or retaliation, that individual will have cause to submit a complaint.

10.4.7 False Allegations

18. An individual who submits allegations that the Investigator determines to be false or without merit may be subject to a complaint under the terms of the Organization's *Discipline and Complaints Policy* with the Organization, or the individual against whom the false allegations were submitted, acting as the Complainant.

10.4.8 Confidentiality

19. The information obtained about an incident or complaint (including identifying information about any individuals involved) will remain confidential, unless disclosure is necessary for the purpose of investigating or taking corrective action or is otherwise required by law.

20. The Investigator will make every effort to preserve the confidentiality of the complainant, respondent, and any other party. However, the Organization recognizes that maintaining anonymity of any party may be difficult for the Investigator during the investigation.

10.5 Abuse Policy

“Organization” refers to: KW Predators VBC



10.5.1 Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Abuse*” – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy
 - b) “*Individuals*” – All categories of membership defined in the Organization’s By-laws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization
 - c) “*Person in Authority*” – An Individual who holds a position of authority within the Organization including, but not limited to, coaches, managers, support personnel, chaperones, and Directors
 - d) “*Vulnerable Individuals*” – Includes Children / Youth (minors) and Vulnerable Adults (people who, because of age, disability or other circumstance, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority);

10.5.2 Purpose

2. The Organization is committed to a sport environment free from abuse. The purpose of this Policy is to stress the importance of that commitment by educating Individuals about abuse, outlining how the Organization will work to prevent abuse, and how abuse or suspected abuse can be reported to and addressed by the Organization.

10.5.3 Zero Tolerance Statement

3. The Organization has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to the Organization to be immediately addressed under the terms of the applicable policy.

Education – What is Abuse

4. Vulnerable Individuals can be abused in different forms.



5. The following description of Child / Youth Abuse has been modified and adapted from Ecclesiastical's *Guidelines for Developing a Safety & Protection Policy for Children / Youth / Vulnerable Adults* [1]:

Child / Youth Abuse

6. "Child abuse" refers to the violence, mistreatment or neglect that a child or adolescent may experience while in the care of someone they depend on or trust. There are many different forms of abuse and a child may be subjected to more than one form:

- a) **Physical abuse** involves single or repeated instances of deliberately using force against a child in such a way that the child is either injured or is at risk of being injured. Physical abuse includes beating, hitting, shaking, pushing, choking, biting, burning, kicking or assaulting a child with a weapon. It also includes holding a child under water, or any other dangerous or harmful use of force or restraint.
- b) **Sexual abuse** and exploitation involve using a child for sexual purposes. Examples of child sexual abuse include fondling, inviting a child to touch or be touched sexually, intercourse, rape, incest, sodomy, exhibitionism, or involving a child in prostitution or pornography.
- c) **Neglect** is often chronic, and it usually involves repeated incidents. It involves failing to provide what a child needs for their physical, psychological or emotional development and well being. For example, neglect includes failing to provide a dependent child with food, clothing, shelter, cleanliness, medical care, or protection from harm.
- d) **Emotional abuse** involves harming a child's sense of self-worth. It includes acts (or omissions) that result in, or place a child at risk of, serious behavioural, cognitive, emotional, or mental health problems. For example, emotional abuse may include aggressive verbal threats, social isolation, intimidation, exploitation, or routinely making unreasonable demands. It also includes exposing the child to violence.

7. An abuser may use a number of different tactics to gain access to children, exert power and control over them, and prevent them from telling anyone about the abuse or seeking support. The abuse may happen once, or it may occur in a repeated and escalating pattern over a period of months or years. The abuse may change form over time.



8. Abuse of children or youth in sport can include emotional maltreatment, neglect, and physical maltreatment.

a) **Emotional Maltreatment** – A Person in Authority’s failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:

- i. Refusal to recognize an athlete’s worth or the legitimacy of an athlete’s needs (including complaints of injury/pain, thirst or feeling unwell)
- ii. Creating a culture of fear, or threatening, bullying or frightening an athlete
- iii. Frequent name-calling or sarcasm that continually “beats down” an athlete’s self-esteem
- iv. Embarrassing or humiliating an athlete in front of peers
- v. Excluding or isolating an athlete from the group
- vi. Withholding attention
- vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete’s ability to behave in socially appropriate ways
- viii. Over-pressuring; whereby the Person in Authority imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete’s capabilities
- ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting).
- x. Routinely or arbitrarily excluding athletes from practice
- xi. Using conditioning as punishment
- xii. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes



- xiii. Body shaming – making disrespectful, hurtful or embarrassing comments about an athlete’s physique
- b) **Neglect** - acts of omission (i.e., the Person in Authority should act to protect the health/well-being of an athlete but does not). Examples of neglect include:
- i. Isolating an athlete in a confined space or stranded on equipment, with no supervision, for an extended period
 - ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep
 - iii. Ignoring an injury
 - iv. Knowing about sexual abuse of an athlete but failing to report it
- c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all sport involves strenuous physical activity. Athletes regularly push themselves to the point of exhaustion. However, any activity that physically harms an athlete—such as extreme disciplinary actions or punishment—is unacceptable. Physical maltreatment can extend to seemingly unrelated areas including inadequate recovery times for injuries and restricted diet. Examples of physical maltreatment include:
- i. Punching, beating, biting, striking, choking or slapping an athlete
 - ii. Intentionally hitting an athlete with objects or sporting equipment
 - iii. Providing alcohol to an athlete under the legal drinking age
 - iv. Providing illegal drugs or non-prescribed medications to any athlete
 - v. Encouraging or permitting an athlete to return to play prematurely or without the clearance of a medical professional, following a serious injury (e.g., a concussion)
 - vi. Prescribed dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete



vii. Forcing an athlete to assume a painful stance or position for no athletic purpose, or excessive repetition of a skill to the point of injury

viii. Using excessive exercise as punishment (e.g., stretching to the point of causing the athlete to cry, endurance conditioning until the athlete vomits)

d) **Grooming** - a slow gradual and escalating process of building comfort and trust with an athlete and/or their parents/guardian that is often very difficult to recognize. The process allows for inappropriate conduct to become normalized. It is often preceded by building confidence and comfort that an individual can be trusted with the care of the athlete. Examples of grooming include:

i. Nudity or exposure of genitals in the presence of an athlete

ii. Sexually oriented conversation or discussions about personal sexual activities

iii. Excessive discussions about a Person in Authority's personal life (i.e., family, work, medical challenges)

iv. Spending time with an individual athlete and/or their family outside of team activities

v. Excessive gift-giving to an individual athlete

vi. Socially isolating an athlete

vii. Restricting an athlete's privacy

viii. Providing drugs, alcohol or tobacco to an athlete

ix. Becoming overly-involved in an athlete's personal life

x. Making sexual or discriminatory jokes or comments to an athlete

xi. Displaying material of a sexual nature in the presence of an athlete

xii. Mocking or threatening an athlete

xiii. Putting the Person in Authority's needs above needs of athlete and/or going to athlete to have the Person in Authority's needs met



9. Importantly, emotional and physical maltreatment does not include professionally-accepted coaching methods (per the NCCP) of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.

10. Potential warning signs of abuse of children or youth can include[2][3]:

- a) Recurrent unexplained injuries
- b) Alert behaviour; child seems to always be expecting something bad to happen
- c) Often wears clothing that covers up their skin, even in warm weather
- d) Child startles easily, shies away from touch or shows other skittish behaviour
- e) Constantly seems fearful or anxious about doing something wrong
- f) Withdrawn from peers and adults
- g) Behavior fluctuates between extremes (e.g., extremely cooperative or extremely demanding)
- h) Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums)
- i) Acting out in an inappropriate sexual way with toys or objects
- j) New adult words for body parts and no obvious source
- k) Self-harm (e.g., cutting, burning or other harmful activities)
- l) Not wanting to be alone with a particular child or young person

Vulnerable Adult Abuse

11. Although individuals may be abused at virtually any life stage – childhood, adolescence, young adulthood, middle age, or old age – the nature and consequences of abuse may differ depending on an individual's situation, disability, or circumstance.



12. The following description of Vulnerable Adult Abuse has been modified and adapted from Ecclesiastical's *Guidelines for Developing a Safety & Protection Policy for Children / Youth / Vulnerable Adults* [1].

13. Abuse of vulnerable adults is often described as a misuse of power and a violation of trust. Abusers may use a number of different tactics to exert power and control over their victims. Abuse may happen once, or it may occur in a repeated and escalating pattern over months or years. The abuse may take many different forms, which may change over time:

- a) **Psychological abuse** includes attempts to dehumanize or intimidate vulnerable adults. Any verbal or non-verbal act that reduces their sense of self-worth or dignity and threatens their psychological and emotional integrity is abuse. This type of abuse may include, for example
 - i. Threatening to use violence
 - ii. Threatening to abandon them
 - iii. Intentionally frightening them
 - iv. Making them fear that they will not receive the food or care they need
 - v. Lying to them
 - vi. Failing to check allegations of abuse against them

- b) **Financial abuse** encompasses financial manipulation or exploitation, including theft, fraud, forgery, or extortion. It includes using a vulnerable adult's money or property in a dishonest manner or failing to use a vulnerable adult's assets for their welfare. Abuse occurs any time someone acts without consent in a way that financially or personally benefits one person at the expense of another. This type of abuse against a vulnerable adult may include, for example:
 - i. Stealing their money, disability cheques, or other possessions
 - ii. Wrongfully using a Power of Attorney
 - iii. Failing to pay back borrowed money when asked



- c) **Physical abuse** includes any act of violence – whether or not it results in physical injury. Intentionally inflicting pain or injury that results in either bodily harm or mental distress is abuse. Physical abuse may include, for example:
- i. Beating
 - ii. Burning or scalding
 - iii. Pushing or shoving
 - iv. Hitting or slapping
 - v. Rough handling
 - vi. Tripping
 - vii. Spitting
- d) All forms of sexual abuse are also applicable to vulnerable adults

14. Potential warning signs of abuse of vulnerable adults can include:

- a) Depression, fear, anxiety, passivity
- b) Unexplained physical injuries
- c) Dehydration, malnutrition, or lack of food
- d) Poor hygiene, rashes, pressure sores
- e) Over-sedation

Preventing Abuse

15. The Organization will enact measures aimed at preventing abuse. These measures include screening, orientation, training, practice, and monitoring.

Screening



16. Individuals who coach, volunteer, officiate, deliver developmental programs, accompany a team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with the Organization will be screened according to the organization's *Screening Policy*.

17. The Organization will use the *Screening Policy* to determine the level of trust, authority, and access that each Individual has with Vulnerable Individuals. Each level of risk will be accompanied by increased screening procedures which may include the following, singularly or in combination:

- a) Completing an Application Form for the position sought (which includes alerting Individuals that they must agree to adhere with the organization's policies and procedures (including this *Abuse Policy*))
- b) Completing a Screening Declaration Form
- c) Providing letters of reference
- d) Providing a Criminal Record Check ("CRC") and/or Vulnerable Sector Check ("VSC")
- e) Providing a driver's abstract (for Individuals who transport Vulnerable Individuals)
- f) Other screening procedures, as required

18. An Individual's failure to participate in the screening process or pass the screening requirements as determined by a Screening Committee, will result in the Individual's ineligibility for the position sought.

Orientation and Training

19. The Organization may deliver orientation and training to those Individuals who have access to, or interact with, Vulnerable Individuals. The orientation and training, and their frequency, will be based on the level of risk, as described in the *Screening Policy*.

20. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and



supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or period of engagement.

21. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.

22. At the conclusion of the orientation and training, Individuals may be required to acknowledge, in written form, that they have received and completed the training.

Practice

23. When Persons in Authority interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These include, but are not limited to:

- a) Limiting physical interactions to non-threatening or non-sexual touching (e.g., high-fives, pats on the back or shoulder, handshakes, specific skill instruction, etc.)
- b) Ensuring that Vulnerable Individuals are always supervised by more than one adult
- c) Ensuring that more than one person is responsible for team selection (thereby limiting the consolidation of power onto one Individual)
- d) Including parents/guardians in all communication (e.g., electronic, telephonic) with Vulnerable Individuals
- e) Ensuring that parents/guardians are aware that some non-personal communication between Persons in Authority and Vulnerable Individuals (e.g., between coaches and minor athletes) may take place electronically (e.g., by texting) and that this type of communication is now considered to be commonplace, especially with older Vulnerable Individuals (e.g., teenagers). Individuals are aware that such communication is subject to the Organization's *Code of Conduct and Ethics* and *Social Media Policy*.
- f) When traveling with Vulnerable Individuals, the Person in Authority will not transport Vulnerable Individuals without another adult present and will not stay in the same overnight accommodation location without additional adult supervision.



Monitoring

24. The Organization will regularly monitor those Individuals who have access to, or interact with, Vulnerable Individuals. The monitoring will be based on the level of risk, as described in the *Screening Policy*.

25. Monitoring may include, but is not limited to: regular status reports, logs, supervisor meetings, supervisor on-site check-ins, feedback provided directly to the organization (from peers and parents/athletes), and regular evaluations.

Reporting Abuse

26. Reports of abuse that are shared confidentially with an Individual by a Vulnerable Individual may require the Individual to report the incident to parents/guardians, the Organization or police. Individuals must respond to such reports in a non-judgemental, supportive and comforting manner but must also explain that the report may need to be escalated to the proper authority or to the Vulnerable Individual's parent/guardian.

27. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in the Organization's *Discipline and Complaints Policy* and the *Investigations Policy - Discrimination, Harassment and Abuse*.

[1] Retrieved from: https://www.ecclesiastical.ca/guidelines_developsafetyprotectionpolicy_children-youths-vulnerableadults_faith/

[2] Adapted from: <https://www.all4kids.org/2014/03/04/warning-signs-child-abuse-neglect/>

[3] Adapted from: https://www.parentsprotect.co.uk/warning_signs.htm



XI. Code of Conduct and Ethics

“Organization” refers to: KW Predators VBC

11.1. Definitions

1. The following terms have these meanings in this Code:

- a) *“Individuals”* – Individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of the Organization
- b) *“Workplace”* - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the Organization’s office, work-related social functions, work assignments outside the Organization’s offices, work-related travel, the training and competition environment, and work-related conferences or training sessions
- c) *“Abuse”* – As defined in the Organization’s *Abuse Policy*
- d) *“Discrimination”* – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
- e) *“Harassment”* – A course of vexatious comment or conduct against an Individual or group, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
 - i. Written or verbal abuse, threats, or outbursts;



- ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
- iii. Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
- iv. Leering or other suggestive or obscene gestures;
- v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
- vi. Practical jokes which endanger a person's safety, or may negatively affect performance;
- vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
- viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
- ix. Deliberately excluding or socially isolating a person from a group or team;
- x. Persistent sexual flirtations, advances, requests, or invitations;
- xi. Physical or sexual assault;
- xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
- xiii. Retaliation or threats of retaliation against a person who reports harassment to the Organization.

f) "*Workplace Harassment*" – Vexatious comment or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome.



Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:

- i. Bullying;
- ii. Workplace pranks, vandalism, bullying or hazing;
- iii. Repeated offensive or intimidating phone calls or emails;
- iv. Inappropriate sexual touching, advances, suggestions or requests;
- v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
- vi. Psychological abuse;
- vii. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
- viii. Deliberately withholding information that would enable a person to do their job, perform or train;
- ix. Sabotaging someone else's work or performance;
- x. Gossiping or spreading malicious rumours;
- xi. Intimidating words or conduct (offensive jokes or innuendos); and
- xii. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.

g) *“Sexual Harassment”* – A course of vexatious comment or conduct against an Individual because of sex, sexual orientation, gender identify or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advance to the Individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Types of behaviour that constitute Sexual Harassment include, but are not limited to:



- i. Sexist jokes;
- ii. Threats, punishment, or denial of a benefit for refusing a sexual advance;
- iii. Offering a benefit in exchange for a sexual favour;
- iv. Demanding hugs;
- v. Bragging about sexual ability;
- vi. Leering (persistent sexual staring);
- vii. Sexual assault;
- viii. Display of sexually offensive material;
- ix. Distributing sexually explicit messages or attachments such as pictures or video files;
- x. Sexually degrading words used to describe an Individual;
- xi. Unwelcome inquiries into or comments about an Individual's gender identity or physical appearance;
- xii. Inquiries or comments about an Individual's sex life;
- xiii. Persistent, unwanted attention after a consensual relationship ends;
- xiv. Persistent unwelcome sexual flirtations, advances, or propositions; and
- xv. Persistent unwanted contact.

h) “*Workplace Violence*” – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:

- i. Verbal or written threats to attack;
- ii. Sending to or leaving threatening notes or emails;



- iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
- iv. Wielding a weapon in a Workplace;
- v. Hitting, pinching or unwanted touching which is not accidental;
- vi. Dangerous or threatening horseplay;
- vii. Physical restraint or confinement;
- viii. Blatant or intentional disregard for the safety or wellbeing of others;
- ix. Blocking normal movement or physical interference, with or without the use of equipment;
- x. Sexual violence; and
- xi. Any attempt to engage in the type of conduct outlined above.

11.1.2 Purpose

2. The purpose of this Code is to ensure a safe and positive environment (within the Organization's programs, activities, and events) by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the Organization's core values. The Organization supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

11.1.3 Application of this Code

3. This Code applies to Individuals' conduct during the Organization's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the Organization's activities, the Organization's office environment, and any meetings.

4. An Individual who violates this Code may be subject to sanctions pursuant to the Organization's *Discipline and Complaints Policy*. In addition to facing possible sanction



pursuant to the Organization's *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be ejected from the competition or the playing area, the official may delay the competition until the Individual complies with the ejection, and the Individual may be subject to any additional discipline associated with the competition.

5. An employee of the Organization found to have engaged in acts of violence or harassment against any other employee, worker, contractor, member, customer, supplier, client or other third party during business hours, or at any event of the Organization, will be subject to appropriate disciplinary action subject to the terms of the Organization's policies for human resources as well as the employee's Employment Agreement (if applicable).

6. This Code also applies to Individuals' conduct outside of the Organization's business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.

11.1.4 Responsibilities

7. Individuals have a responsibility to:

- a) Maintain and enhance the dignity and self-esteem of the Organization's members and other individuals by:
 - i. Treating each other with the highest standards of respect and integrity;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members;
 - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
 - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably; and
 - vi. Ensuring adherence to the rules of the sport and the spirit of those rules.



- b) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, or Discrimination
- c) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Organization adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to the Organization's *Discipline and Complaints Policy*. the Organization will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the Organization or any other sport organization
- d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- f) Refrain from consuming tobacco products, or recreational drugs while participating in the Organization's programs, activities, competitions, or events
- g) In the case of minors, not consume alcohol, tobacco, or cannabis at any competition or event
- h) In the case of adults, not consume cannabis in the Workplace or in any situation associated with the Organization's events (subject to any requirements for accommodation), not consume alcohol during competitions and in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Organization's events
- i) Respect the property of others and not willfully cause damage
- j) Promote the sport in the most constructive and positive manner possible
- k) When driving a vehicle with an Individual:
 - i. Not have their license suspended;
 - ii. Not be under the influence of alcohol or illegal drugs or substances; and
 - iii. Have valid car insurance



- iv. Not use a mobile device with their hands
- l) Adhere to all federal, provincial, municipal and host country laws
- m) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- n) Comply, at all times, with the Organization's By-laws, policies, procedures, and rules and regulations, as adopted and amended from time to time
- o) Report any ongoing criminal investigation, conviction, or existing bail conditions involving an Individual to the Organization, including, but not limited to, those for 10. In addition to section 7 (above), athletes will have additional responsibilities to:
 - a) Report any medical problems in a timely fashion, when such problems may limit violence, child pornography, or possession, use, or sale of any illegal substance or performance-enhancing drug

11.2 Directors, Committee Members, and Staff

- 8. In addition to section 7 (above), the Organization's Directors, Committee Members, and Staff will have additional responsibilities to:
 - a) Function primarily as a Director or Committee Member or Staff Member of the Organization; not as a member of any other member or constituency
 - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the Organization's business and the maintenance of Individuals' confidence
 - c) Ensure that the Organization's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
 - d) Conduct themselves transparently, professionally, lawfully and in good faith in the best interests of the Organization
 - e) Be independent, impartial, and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
 - f) Behave with decorum appropriate to both circumstance and position



- g) Keep informed about the Organization's activities, the sport community, and general trends in the sectors in which it operates
- h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the Organization is incorporated
- i) Respect the confidentiality appropriate to issues of a sensitive nature
- j) Respect the decisions of the majority and resign if unable to do so
- k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
- l) Have a thorough knowledge and understanding of all the Organization's governing documents
- m) Conform to the By-laws and policies approved by the Organization

11.3 Coaches

9. In addition to section 7 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:

- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
- b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
- c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
- d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
- e) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate



- f) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
- g) Act in the best interest of the athlete's development as a whole person
- h) Comply with the Organization's *Screening Policy*, if applicable
- i) Report to the Organization any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
- j) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol, cannabis, and/or tobacco
- k) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
- l) Not engage in a sexual relationship with an athlete under the age of majority
- m) Disclose any sexual or intimate relationship with an athlete over the age of majority to the Organization and immediately discontinue any coaching involvement with that athlete
- n) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- o) Dress professionally, neatly, and inoffensively
- p) Use inoffensive language, taking into account the audience being addressed
- q) Adhere to the Code of Conduct issued by Volleyball Canada and the Ontario Volleyball Association.
- r) Follow the principles of the Kitchener-Waterloo Predators Volleyball Club as outlined in the Mission Statement and Constitution.
- s) The 'Rule of two' means that a Person In Authority (PIA) is never alone or out of sight with an athlete. Any one-on-one interaction between a PIA and an individual athlete must take place within earshot and view of a second PIA. If possible one of the PIAs should be the same gender as the athlete. If a PIA is not available, another



screened volunteer, parent or adult can be recruited. An exception is made for medical emergencies. Ensure an open and observable environment for all interactions between adults and athletes. This could include leaving the door open when having a meeting, moving away from others in public space but staying within eyesight. Avoid private one-on-one situations unless they are open and observable by another adult or athlete.

11.4 Athletes

10. In addition to section 7 (above), athletes will have additional responsibilities to:
 - a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete
 - b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
 - c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
 - d) Adhere to the Organization's rules and requirements regarding clothing and equipment
 - e) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
 - f) Dress to represent the sport and themselves well and with professionalism
 - g) Act in accordance with the Organization's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

11.5 Officials

11. In addition to section 7 (above), officials will have additional responsibilities to:
 - a) Maintain and update their knowledge of the rules and rules changes



- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of the Organization by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all Individuals
- f) Not publicly criticize other officials or any club or association
- g) Act openly, impartially, professionally, lawfully, and in good faith
- h) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
- k) When writing reports, set out the actual facts
- l) Dress in proper attire for officiating

11.6 Parents/Guardians and Spectators

12. In addition to section 7 (above), parents/guardians and spectators at events will:
- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
 - b) Condemn the use of violence in any form
 - c) Never ridicule a participant for making a mistake during a performance or practice
 - d) Provide positive comments that motivate and encourage participants' continued effort



- e) Respect the decisions and judgments of officials, and encourage athletes to do the same
- f) Never question an official's or staff member's judgment or honesty
- g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- h) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- i) Not harass competitors, coaches, officials, parents/guardians, or other spectators
- j) Should concerns arise resulting from a practice or competition, parents are expected to abide by the "24-Hour Rule" and wait at least 24 hours before contacting the Coaches with their concerns. All communications should be respectful and courteous.
- k) Should concerns arise resulting from the administration of the team or interactions with other parents, parents are expected to abide by the "24 Hour Rule" and wait at least 24 hours before contacting the Parent Liaison or any other member of the team including other parents. All communications should be respectful and courteous.

XII. Policy Support

12.1 Privacy Policy

"Organization" refers to: KW Predators VBC

General

1. Background – Privacy of personal information is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that the Organization collects, uses, safeguards, discloses and disposes of personal information, and states the Organization's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and the Organization's interpretation of these responsibilities.



2. Purpose –The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognizes the right to privacy of individuals with respect to their personal information and the need of the Organization to collect, use or disclose personal information.

3. Definitions – The following terms have these meanings in this Policy:
 - a) “*Commercial Activity*” – Any particular transaction, act or conduct that is of a commercial character.

 - b) “*IP Address*” – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.

 - c) “*Personal Information*” – any information about an individual that relates to the person’s personal characteristics including, but not limited to: gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions

 - d) “*Representatives*” – Members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, administrators, contractors and participants within the Organization

Application of this Policy

4. Application – This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to the Organization.

5. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of the Organization will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.



Obligations

6. Statutory Obligations – The Organization is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.

7. Additional Obligations – In addition to fulfilling all requirements of the *Act*, the Organization and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the Organization will not:
 - a) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
 - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose personal information;
 - c) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;
 - d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with the Organization; or
 - e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information.

Accountability

8. Privacy Officer – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

ppavan@kwpredators.org

9. Duties – The Privacy Officer will:



- a) Implement procedures to protect personal information;
- b) Establish procedures to receive and respond to complaints and inquiries;
- c) Record all persons having access to personal information;
- d) Ensure any third party providers abide by this Policy; and
- e) Train and communicate to staff information about the Organization's privacy policies and practices.

10. Employees – The Organization shall be responsible to ensure that the employees, contractors, agents, or otherwise of the Organization are compliant with the *Act* and this Policy.

Identifying Purposes

11. Purpose – Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

- a) Receiving communications from the Organization related to e-news, emails, bulletins, donation requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities;
- b) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications;
- c) Coach selection;
- d) Database entry to determine level of officiating certification and qualifications;
- e) Determination of eligibility, age group and appropriate level of competition;
- f) Implementation of the Organization's screening program;
- g) Promotion and sale of merchandise;
- h) Medical emergency;
- i) Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
- j) Registration with the Organization or at competitions;



- k) Implementation of anti-doping policies and drug testing.;
 - l) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
 - m) Purchasing equipment, manuals, resources and other products;
 - n) Publishing articles, media relations and posting on the Organization website, displays or posters;
 - o) Determination of membership demographics and program wants and needs;
 - p) Managing payroll, health benefits, insurance claims and insurance investigations; and
 - q) Posting images, likeness or other identifiable attributes to promote the Organization on its website, displays or posters.
12. Purposes not Identified – The Organization shall seek consent from individuals when personal information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

Consent

13. Consent – The Organization shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The Organization may collect personal information without consent where reasonable to do so and where permitted by law.
14. Implied Consent – By providing personal information to the Organization, individuals are consenting to the use of the information for the purposes identified in this policy.
15. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. The Organization will inform the individual of the implications of such withdrawal.



16. Legal Guardians – Consent shall not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.

17. Exceptions for Collection – The Organization is not required to obtain consent for the collection of personal information if:

- a) It is clearly in the individual's interests and consent is not available in a timely way;
- b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law
- c) The information is for journalistic, artistic or literary purposes; or
- d) The information is publicly available as specified in the *Act*.

18. Exceptions for Use – The Organization may use personal information without the individual's knowledge or consent only:

- a) If the Organization has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
- b) For an emergency that threatens an individual's life, health or security;
- c) For statistical or scholarly study or research;
- d) If it is publicly available as specified in the *Act*;
- e) If the use is clearly in the individual's interest and consent is not available in a timely way; or
- f) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.

19. Exceptions for Disclosure – The Organization may disclose personal information without the individual's knowledge or consent only:



- a) To a lawyer representing the Organization;
- b) To collect a debt the individual owes to the Organization;
- c) To comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
- d) To a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;
- e) To an investigative body named in the *Act* or government institution on the Organization's initiative when the Organization believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) To an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
- g) In an emergency threatening an individual's life, health, or security (the Organization must inform the individual of the disclosure);
- h) For statistical, scholarly study or research;
- i) To an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) If it is publicly available as specified in the regulations; or
- l) If otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

20. Limiting Collection, Use and Disclosure – The Organization shall not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.



21. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in the Organization, to maintain accurate historical records and or as may be required by law.

22. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

Safeguards

23. Safeguards – Personal information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

Breaches

24. Breaches – The Organization is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, personal information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: *“Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property”*.

25. Reporting – The Organization will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.

26. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, the Organization will keep records of the breach and inform affected individuals.

Individual Access



27. Access – Upon written request, and with assistance from the Organization, an individual may be informed of the existence, use and disclosure of their personal information and shall be given access to that information. Further, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

28. Response – Requested information shall be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.

29. Denial – An individual may be denied access to their personal information if the information:

- a) Is prohibitively costly to provide;
- b) Contains references to other individuals;
- c) Cannot be disclosed for legal, security, or commercial proprietary purposes; or
- d) Is subject to solicitor-client privilege or litigation privilege.

30. Reasons – Upon refusal, the Organization shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.

31. Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

Challenging Compliance

32. Challenges – An individual shall be able to challenge compliance with this Policy and the *Act* to the designated individual accountable for compliance.

33. Procedures – Upon receipt of a complaint the Organization shall:



- a) Record the date the complaint is received;
- b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
- c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
- d) Appoint an investigator using Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint;
- e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to the Organization; and
- f) Notify the complainant to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.

34. Whistleblowing – The Organization shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within the Organization or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:

- a) Disclosed to the commissioner that the Organization has contravened or is about to contravene the *Act*;
- b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the *Act*; or
- c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

IP Address

35. IP Address – The Organization does not collect, use or disclose personal information such as an IP Addresses.

Applicable Law



36. Applicable Law – The Organization website is created and controlled by the Organization in the province of Ontario. As such, the laws of the province of Ontario shall govern these disclaimers, terms and conditions.

Appendix A – Consent

The Organization will include the following paragraph (or a variation) whenever Personal Information is being collected:

1. I authorize the Organization to collect and use personal information about me for the purposes described in the Organization’s *Privacy Policy*.
2. In addition to the purposes described in the Organization’s *Privacy Policy*, I authorize the Organization to:
 - a) Distribute my information to the Ontario Volleyball Association.
 - b) Photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes
3. I understand that I may withdraw such consent at any time by contacting the Organization’s Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

Appendix B – Website Disclaimer

The Organization will include the copyright and legal disclaimer in the application section on the Organization’s website:



Website – The Organization website is a product of the Organization. The information on the website is provided as a resource to those interested in the Organization. The Organization disclaims any representation or warranty, express or implied, concerning the accuracy, completeness or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that the Organization is not responsible or liable for any claim, loss or damage arising from the use of this information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by the Organization. The Organization also reserves the right to make changes at any time without notice.

Outside Links – Links made available through the website may allow you to leave the Organization site. Please be aware that the internet sites available through these links are not under the control of the Organization. Therefore, the Organization does not make any representation to you about these sites or the materials available there. The Organization is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. The Organization is not responsible for privacy practices employed by other companies or websites.

12.2 Concussion Policy and Concussion Code of Conduct

“Organization” refers to: KW Predators VBC



Preamble

1. This Policy is based on the 5th Consensus Statement on Concussion in Sport that was released in April 2017. This Policy interprets the information contained in the report that was prepared by the 2017 Concussion in Sport Group (CISG), a group of sport concussion medical practitioners and experts, and adapts concussion assessment and management tools.

2. This Policy is intended to be compliant with Ontario's *Rowan's Law (Concussion Safety), 2018*. If any provision of the policy is in conflict with Rowan's Law, the legislation shall take precedence.

3. The CISG suggested 11 'R's of Sport-Related Concussion ("SRC") management to provide a logical flow of concussion management. This Policy is similarly arranged. The 11 R's in this Policy are: Recognize, Remove, Re-Evaluate, Rest, Rehabilitation, Refer, Recover, Return to Sport, Reconsider, Residual Effects, and Risk Reduction.

4. A concussion is a clinical diagnosis that can only be made by a physician. The Organization accepts no liability for Participants or other individuals in their use or interpretation of this Policy.

Definitions

5. The following terms have these meanings in this Policy:
 - a) "*Participant*" – Coaches, athletes, volunteers, officials and other Registered Individuals
 - b) "*Registered Individuals*" – All individuals employed by, or engaged in activities with the Organization, including but not limited to, employees, volunteers, administrators, committee members and directors and officers.
 - c) "*Suspected Concussion*" – means the recognition that an individual appears to have either experienced an injury or impact that may result in a concussion or who is exhibiting unusual behaviour that may be the result of concussion.
 - d) "*Sport-Related Concussion ("SRC")*" – A sport-related concussion is a traumatic brain injury induced by biomechanical forces. Several common features that may be used to define the nature of a SRC may include:



- i. Caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head.
- ii. Typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over a number of minutes to hours.
- iii. May result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent
- iv. Results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

Purpose

6. The Organization is committed to ensuring the safety of those participating in the sport of Volleyball. The Organization recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.

7. This Policy provides guidance in identifying common signs and symptoms of a concussion, protocol to be followed in the event of a possible concussion and return to participation guidelines should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.

Registration

8. When an individual under the age of 26 years old registers with the Organization, the individual **must** provide written or electronic confirmation that they have reviewed concussion awareness resources within the past 12 months. The Ontario Government has produced age-appropriate concussion resources located here:



- a) [Ages 10 and under](#)
- b) [Ages 11-14](#)
- c) [Ages 15+](#)

9. Individuals under the age of 26 years old must also sign the *Concussion Code of Conduct* (**Appendix A**).

10. For athletes younger than 18 years old, the athlete's parent or guardian **must** also provide confirmation that they have also reviewed the concussion resources as well and signed the *Concussion Code of Conduct*.

11. Coaches, officials and team trainers must provide confirmation that they have also reviewed the concussion resources and sign the *Concussion Code of Conduct*; but not if they will be interacting exclusively with athletes who are 26 years old or older.

Recognizing Concussions

12. If any of the following **red flags** are present, an ambulance should be called and/or an on-site licensed healthcare professional should be summoned:

- a) Neck pain or tenderness
- b) Double vision
- c) Weakness or tingling / burning in arms or legs
- d) Severe or increasing headache
- e) Seizure or convulsion
- f) Loss of consciousness
- g) Deteriorating conscious state
- h) Vomiting more than once
- i) Increasingly restless, agitated, or combative



- j) Getting more and more confused

13. The following **observable signs** may indicate a possible concussion:

- a) Lying motionless on the playing surface
- b) Slow to get up after a direct or indirect hit to the head
- c) Disorientation or confusion / inability to respond appropriately to questions
- d) Blank or vacant look
- e) Balance or gait difficulties, motor incoordination, stumbling, slow laboured movements
- f) Facial injury after head trauma

14. A concussion may result in the following **symptoms**:

- a) Headache or “pressure in head”
- b) Balance problems or dizziness
- c) Nausea or vomiting
- d) Drowsiness, fatigue, or low energy
- e) Blurred vision
- f) Sensitivity to light or noise
- g) More emotional or irritable
- h) “Don’t feel right”
- i) Sadness, nervousness, or anxiousness
- j) Neck pain
- k) Difficulty remembering or concentrating
- l) Feeling slowed down or “in a fog”



15. Failure to correctly answer any of these **memory questions** may suggest a concussion :

- a) What venue are we at today?
- b) Who scored the last point in this game?
- c) Which set is it?
- d) What team did you play last game?
- e) Did your team win last game?

Removal from Sport Protocol

16. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant should be immediately removed from participation by a designated person.

17. After removal from participation, the following actions should be taken:

- a) The designated person who removed the Participant should consider calling 9-1-1;
- b) The Organization must make and keep a record of the removal;
- c) The designated person must inform the Participant's parent or guardian if the Participant is younger than 18 years old, and the designated person must inform the parent or guardian that the Participant is required to undergo a medical assessment by a physician or nurse practitioner before the Participant will be permitted to return to participation; and
- d) The designated person will remind the Participant, and the Participant's parent or guardian as applicable, of the Organization's Return-to-Sport protocol as described in this Policy.



18. Participants who have a Suspected Concussion and who are removed from participation should:

- a) Be isolated in a dark room or area and stimulus should be reduced
- b) Be monitored
- c) Have any cognitive, emotional, or physical changes documented
- d) Not be left alone (at least for the first 1-2 hours)
- e) Not drink alcohol
- f) Not use recreational/prescription drugs
- g) Not be sent home by themselves
- h) Not drive a motor vehicle until cleared to do so by a medical professional

19. A Participant who has been removed from participation due to a suspected concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the [Sport Concussion Assessment Tool – 5th Edition \(SCAT5\)](#) (for Participants over the age of 12) or the [Child SCAT5](#) (for Participants between 5 and 12 years old), even if the symptoms of the concussion resolve.

Re-Evaluate

20. A Participant with a Suspected Concussion should be evaluated by a licensed physician who should conduct a comprehensive neurological assessment of the Participant and determine the Participant's clinical status and the potential need for neuroimaging scans.

Rest and Rehabilitation

21. Participants with a diagnosed SRC should rest during the acute phase (24-48 hours) but can gradually and progressively become more active so long as activity does not worsen the Participant's symptoms. Participants should avoid vigorous exertion.



22. Participants must consider the diverse symptoms and problems that are associated with SRCs. Rehabilitation programs that involve controlled parameters below the threshold of peak performance should be considered.

Refer

23. Participants who display persistent post-concussion symptoms (i.e., symptoms beyond the expected timeline for recovery – 10-14 days for adults and 4 weeks for children) should be referred to physicians with experience handling SRCs.

Recovery and Return to Sport

24. SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.

25. The table below represents a graduated return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

Stage	Aim	Activity	Stage Goal
1	Symptom-limited activity	Daily activities that do not provoke symptoms	Gradual reintroduction of work/school activities
2	Light aerobic exercise	Walking or stationary cycling at slow to medium pace. No resistance training	Increase heart rate



3	Sport-specific exercise	Running drills. No head impact activities	Add movement
4	Non-contact training drills	Harder training drills. May start progressive resistance training	Exercise, coordination and increased thinking
5	Full contact practice	Following medical clearance, participate in normal training activities	Restore confidence and assess functional skills by coaching staff
6	Return to sport	Normal participation	

Table 1 – Return to Sport Strategy

26. An initial period of 24-48 hours of both physical rest and cognitive rest is recommended before beginning the Return to Sport strategy.

27. There should be at least 24 hours (or longer) for each step. If symptoms reoccur or worsen, the Participant should go back to the previous step.

28. Resistance training should only be added in the later stages (Stage 3 or Stage 4).

29. If symptoms persist, the Participant should return to see a physician.

30. The Participant’s Return-to-Sport strategy should be guided and approved by a physician with regular consultations throughout the process.



31. The Participant must provide the Organization with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.

Reconsider

32. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.

33. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.

34. Adolescents (13 to 18 years old) and children (5 to 12 years old) should be managed differently. SRC symptoms in children persist for up to four weeks. More research was recommended for how these groups should be managed differently, but the CISG recommended that children and adolescents should first follow a Return to School strategy before they take part in a Return to Sport strategy. A Return to School strategy is described below.

Stage	Aim	Activity	Stage Goal
1	Daily activities at home that do not give the child symptoms	Typical activities of the child during the day as long as they do not increase symptoms (e.g., reading, texting, screen time). Start with 5–15 min at a time and gradually build up	Gradual return to typical activities
2	School activities	Homework, reading or other cognitive activities outside of the classroom	Increase tolerance to cognitive work



3	Return to school part-time	Gradual introduction of schoolwork. May need to start with a partial school day or with increased breaks during the day	Increase academic activities
4	Return to school full time	Gradually progress school activities until a full day can be tolerated	Return to full academic activities and catch up on missed work

Table 2 – Return to School Strategy

Residual Effects

35. Participants should be alert for potential long-term problems such as cognitive impairment and depression. The potential for developing chronic traumatic encephalopathy (CTE) should also be a consideration, although the CISG stated that *“a cause-and-effect relationship has not yet been demonstrated between CTE and SRCs or exposure to contact sports. As such, the notion that repeated concussion or subconcussive impacts cause CTE remains unknown.”*

Risk Reduction and Prevention

36. The Organization recognizes that knowing a Participant’s SRC history can aid in the development of concussion management and the Return to Sport strategy. The clinical history should also include information about all previous head, face, or cervical spine injuries. The Organization encourages Participants to make coaches and other stakeholders aware of their individual histories.

Non-Compliance

37. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with the Organization’s *Discipline and Complaints Policy*.



12.2.1 Concussion Code of Conduct (Appendix A)

Part A

The following section of the *Concussion Code of Conduct* must be signed by all Participants under the age of 26 years old. For Participants who are younger than 18 years old, a parent/guardian must also sign this section.

I will help prevent concussions by:

- Wearing the proper equipment for my sport and wearing it correctly.
- Developing my skills and strength so that I can participate to the best of my ability.



- Respecting the rules of my sport or activity.
- Demonstrating my commitment to fair play and respect for all (respecting other athletes, coaches, team trainers and officials).

I will care for my health and safety by taking concussions seriously, and I understand that:

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have had a concussion.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when and individual suspects that another individual may have sustained a concussion. (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition **immediately**, and I will tell an adult if I think another athlete has a concussion).
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

I will not hide concussion symptoms. I will speak up for myself and others.

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
- I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover).



I will take the time I need to recover, because it is important for my health.

- I understand my commitment to supporting the return-to-sport process and I will follow my sport organization's Return-to-Sport Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

I will help prevent concussions, through my:

- Commitment to zero-tolerance for prohibited play that is considered high risk for causing concussions
- Acknowledgement of mandatory expulsion from competition for violating zero-tolerance for prohibited play that is considered high risk for causing concussions. (Meaning: I will be disqualified/expelled from play if I violate the zero-tolerance policy).
- Acknowledgement of the escalating consequences for those who repeatedly violate the *Concussion Code of Conduct*.

By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name of Participant (print)
Birth

Signature of Participant

Date of



Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

Part B

The following section of the *Concussion Code of Conduct* must be signed by all coaches and team trainers who interact with Participants under the age of 26 years old.

I can help prevent concussions through my:

- Efforts to ensure that my athletes wear the proper equipment and wear it correctly.
- Efforts to help my athletes develop their skills and strength so they can participate to the best of their abilities.
- Respect for the rules of my sport or activity and my efforts to ensure that my athletes do too.
- Commitment to fair play and respect for all (respecting other coaches, team trainers, officials and all participants and ensuring my athletes respect others and play fair).

I will care for the health and safety of all participants by taking concussions seriously. I understand that:

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a concussion.
- A person doesn't need to lose consciousness to have had a concussion.
- An athlete with a suspected concussion should stop participating in training, practice or competition **immediately**.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when an individual suspects that another individual may have sustained a concussion.
- Continuing to participate in further training, practice or competition with a suspected concussion increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death.



I will create an environment where participants feel safe and comfortable speaking up. I will:

- Encourage athletes not to hide their symptoms, but to tell me, an official, parent or another adult they trust if they experience **any** symptoms of concussion after an impact.
- Lead by example. I will tell a fellow coach, official, team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any concussion symptoms.
- Understand and respect that any athlete with a suspected concussion must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.
- *For coaches only:* Commit to providing opportunities before and after each training, practice and competition to enable athletes to discuss potential issues related to concussions.

I will support all participants to take the time they need to recover.

- I understand my commitment to supporting the Return-to-Sport process.
- I understand the athletes will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow coaches, team trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of my athletes.

By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name and role (print)

Signature

Date



12.3 Social Media Use Policy

“Organization” refers to: KW Predators VBC

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter
 - b) “*Organization-branded social media*” – Official social media engagement by the Organization including the Organization’s Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement; both those that exist currently and those that will be created by the Organization in the future
 - c) “*Representative*” – All individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, directors and officers of the Organization, committee members, and volunteers.

Purpose

2. The Organization encourages the use of social media by its Representatives to enhance effective internal communication, build the Organization brand, and interact with members. Since there is so much ambiguity in the use of social media, the Organization has created this policy to set boundaries and standards for Representatives’ social media use.

Application of this Policy

3. This Policy applies to all Representatives.

Representatives’ Responsibilities

4. Organization Representatives will not:



- a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the Organization's *Code of Conduct and Ethics*, or any other applicable jurisdiction
 - b) Impersonate any other person or misrepresent their identity, role or position with the Organization
 - c) Display preference or favouritism with regard to clubs, athletes, or other members
 - d) Upload, post, email, or otherwise transmit:
 - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person's privacy, or otherwise objectionable
 - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
 - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
 - iv. Any material that is considered the Organization's confidential information or intellectual property, as per the Organization's *Confidentiality Policy*
5. Representatives shall refrain from discussing matters related to the Organization or its operations on Representatives' personal social media. Instead, matters related to the Organization or its operations should be handled through more official communication channels (like email) or through the Organization-branded social media.
6. Representatives must engage with social media only in the context(s) described in their contract of employment, volunteer position, or position with the Organization. For example, an Organization Head Coach shall not represent the Organization in answering a question on the Organization-branded social media that is directed at, and better addressed in more official communication channels by, the Organization's Treasurer.



7. Representatives shall use their best judgment to respond to controversial or negative content posted by other people on the Organization-branded social media. In some cases, deletion of the material may be the most prudent action. In other cases, responding publicly may be preferred. If a Representative questions the correct action to take, the Representative shall consult with another Representative who has more decision-making authority at the Organization.

8. Representatives shall use a clear and appropriate writing style.

Organization Responsibilities

9. The Organization will:

- a) Ensure that Representatives only use social media in a positive manner when connecting with others
- b) Properly vet and understand each social medium before directing Representatives to engage with, or create, the Organization-branded social media
- c) Host expert training sessions on the topic of social media; in the event that the social media engagement directed by the Organization is unclear or not fully understood
- d) Ensure that Representatives balance personal and professional information posted via social media and inform Representatives that a balance is necessary and positive
- e) Monitor Representatives' use of social media

Enforcement

10. Failure to adhere to this Policy may permit discipline in accordance with the Organization's *Discipline and Complaints Policy*, legal recourse, or termination of employment/volunteer position.

12.4 Confidentiality Policy

“Organization” refers to: KW Predators VBC

Purpose



1. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to the Organization.

Application of this Policy

2. This Policy applies to all categories of membership defined in the Organization's By-laws as well as all individuals employed by, or engaged in activities with, the Organization. Persons affected by this Policy include, but are not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization (hereinafter "Representatives").

Confidential Information

3. The term "Confidential Information" includes, but is not limited to, the following:

- a) Personal information of Organization Representatives including:

- i. Home address
- ii. Email address
- iii. Personal phone numbers
- iv. Date of birth
- v. Financial information
- vi. Medical history
- vii. Criminal Record Checks

- b) Organization intellectual property, proprietary information, and business related to the Organization's programs, fundraisers, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information, and information that is not generally or publicly known or distributed.

4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.



5. Representatives voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

Responsibilities

6. Representatives will not, either during the period of their involvement/employment with the Organization or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.

7. Representatives will not publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Confidential Information without the express written consent of the Organization.

8. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Organization.

9. All files and written materials relating to Confidential Information will remain the property of the Organization and, upon termination of involvement/employment with the Organization or upon request of the Organization, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

10. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the Organization will be owned solely by the Organization, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The Organization may grant permission for others to use its intellectual property.



Enforcement

11. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, or sanctions pursuant to the Organization's *Discipline and Complaints Policy*.

12.5 Safe Sport Policy

“Organization” refers to: KW Predators VBC

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Individuals*” – Individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, parents and guardians and spectators at events, and Directors and Officers of the Organization
 - b) “*Person in Authority*” – An Individual who holds a position of authority within the Organization including, but not limited to, coaches, managers, support personnel, chaperones, and Directors

Purpose

2. This Policy describes how the Organization aims to provide a safe sport environment. A safe sport environment is one that is free from harassment, abuse, bullying and discrimination and one in which the physical and emotional safety of athletes and participants is the top priority.

Commitment to True Sport Principles



3. The Organizations commit to the True Sport Principles which are:
- a) **Go for It** – Rise to the challenge – always strive for excellence. Discover how good you can be.
 - b) **Play Fair** – Play honestly – obey both the letter and spirit of the rules. Winning is only meaningful when competition is fair.
 - c) **Respect Others** – Show respect for everyone involved in creating your sporting experience, both on and off the field. Win with dignity and lose with grace.
 - d) **Keep it Fun** – Find the joy of sport. Keep a positive attitude both on and off the field.
 - e) **Stay Healthy** – Place physical and mental health above all other considerations – avoid unsafe activities. Respect your body and keep in shape.
 - f) **Include Everyone** – Share sport with others. Ensure everyone has a place to play.
 - g) **Give Back** – Find ways to show your appreciation for the community that supports your sport and helps make it possible.

Pledge

4. The stakeholders, members, and leaders of the Organization are expected to live the True Sport Principles and the Organization pledges to embed the True Sport Principles in its governance and operations in the following ways:
- a) **Conduct Standards** – the Organization will adopt comprehensive conduct standards that are expected to be followed by Individuals
 - b) **Athlete Protection** – the Organization will provide coaches and other stakeholders with general and sport-specific athlete protection guidelines
 - c) **Dispute Resolution and Investigations** – the Organization will have dispute resolution processes that are confidential and procedurally fair and that require independent investigation for certain alleged violators of the conduct standards
 - d) **Strategy** – the Organization will have strategic plans that reflect the organization's mission, vision, and values
 - e) **Governance** – the Organization will have a diverse blend of sport leaders and will adhere to principles of good governance



- f) Risk Management – the Organization will intentionally manage risks to its operations and events through the use of risk management plans and/or risk registries

Conduct Standards

5. The Organization will adopt a *Code of Conduct and Ethics* that describes standards of conduct and behaviour for all Individuals. General standards of conduct will apply to all Individuals and specific standards will be described for positions within the organization. The *Code of Conduct and Ethics* will have specific sections, including but not limited, to:

- a) Athletes
- b) Coaches
- c) Officials
- d) Directors and Committee Members
- e) Parents and Spectators

6. The *Code of Conduct and Ethics* will contain detailed definitions of key terms, including:

- a) Harassment
- b) Sexual Harassment
- c) Workplace Harassment
- d) Workplace Violence
- e) Discrimination
- f) Hazing

7. The *Code of Conduct and Ethics* will include the following definition of Hazing:

- a) Hazing is a form of conduct that exhibits a potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless



of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability

8. The Organization will adopt an *Abuse Policy* that will define “vulnerable individuals” and describe the types of abuse (e.g., Physical Abuse, Sexual Abuse, Emotional Abuse, and Neglect) that vulnerable individuals may be subjected to.

Anti-Doping

9. The *Code of Conduct and Ethics* will indicate that the Organization adopts and adheres to the Canadian Anti-Doping Program.

Social Media

10. The Organization will adopt a *Social Media Policy* that describes standards of conduct that are expected on social media by Individuals. The *Social Media Policy* will indicate specific conduct standards and risks that are common and/or exclusive to social media.

11. The *Social Media Policy* will highlight the importance of responsible coach-athlete interaction on social media and will provide examples of violations of conduct standards.

Athlete Protection

Screening

12. The Organization will adopt a comprehensive *Screening Policy* that requires some Individuals to pass a screening process before being permitted to interact with athletes. The *Screening Policy* will:
 - a) Categorize positions in the organization as ‘Low Risk’, ‘Medium Risk’, and ‘High Risk’ and require progressive screening measures for individuals serving in each category of risk



- b) Describe how frequently some Individuals must obtain a police records check and which type of check(s) they must obtain
- c) Describe how frequently some Individuals must submit Screening Disclosure Forms and Screening Renewal Forms
- d) Empower a Screening Committee to prohibit Individuals who do not pass screening from participating in certain positions
- e) Empower a Screening Committee to attach conditions to an Individual's participation in certain positions

13. The Organization will develop general and sport-specific *Athlete Protection Guidelines* that can be used by coaches, managers, medical personnel, and other persons in authority. the Organization may provide training on the guidelines and take steps to ensure the guidelines are being implemented. The Organization will conduct a regular review of the guidelines to add and/or modify new guidelines as appropriate.

Resources

14. The Organization will regularly provide information to Individuals about resources and training related to athlete protection. Resources and training opportunities can include:

- a) [NCCP modules](#)
- b) [Respect in Sport](#)
- c) [Commit to Kids](#)
- d) [Red Cross – Respect Education Courses](#)

Athlete Engagement

15. The Organization will engage with athletes to determine the level of success of their athlete protection measures as well as to identify any gaps or athlete concerns. This engagement may take the form of:



- a) Anonymous athlete surveys
- b) Athlete involvement in organizational decision-making
- c) Independently-led athlete outreach consultations

Dispute Resolution

16. The Organization will have a comprehensive suite of dispute resolution policies that will include:

- a) *Discipline and Complaints Policy*
- b) *Appeal Policy*
- c) *Dispute Resolution Policy*
- d) *Investigations Policy*

17. Taken together, the suite of dispute resolution policies will include the following features:

- a) An independent individual to whom complaints can be submitted
- b) Sanctions for violations of conduct standards
- c) Mechanism for suspension of individuals pending the conclusion of the process
- d) Non-biased and experienced case managers, decision-makers and/or investigators
- e) Protection from reprisal for submitting complaints
- f) Anonymity for the complainant in cases of whistleblowers
- g) Independency of appeal procedures (when appeals are permitted)
- h) Opportunity for alternate dispute resolution
- i) Investigations of certain complaints (e.g., when required by law and/or when the complaint involves harassment, abuse, or discrimination)



- j) In-event discipline procedures (when an event does not have its own disciplinary procedures)

Reporting Obligations

18. The policies of the Organization will include requirements that certain complaints must be reported to government entities, local police forces, and/or child protection agencies.

Records

19. The Organization will retain records of decisions that have been made pursuant to the organization's policies. These records may be shared with other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, multi-sport organizations, and government entities.

Governance and Operations

20. The Organization will have a comprehensive Strategic Plan in which athlete protection and safe sport are top priorities for the organization.

21. The Organization will adopt a *Risk Management Policy* that will describe how the organization will address risks ranging from 'Unlikely' to 'Almost Certain' and from 'Minor' to 'Catastrophic'. The Organization will contemplate risk management strategies that retain, reduce, transfer, and/or avoid the risk. Risks can occur in the following areas:

- a) Operational/Program
- b) Compliance
- c) Communication
- d) External
- e) Governance



- f) Financial
- g) Health and Safety

22. The Organization will pursue a governance structure that reflects the diversity of the athletes and stakeholders within the sport, that adheres to all applicable federal and/or provincial legislation, and that moves toward a national alignment strategy for the sport in Canada.

23. The Organization will continually monitor and evaluate its policies, practices, and procedures.

12.6 Athlete Protection Guidelines

“Organization” refers to: KW Predators VBC

Definitions

1. The following terms have these meanings in these Guidelines:
 - a) *“Person in Authority”* – An Individual who holds a position of authority within the Organization including, but not limited to, coaches, managers, support personnel, chaperones, and Directors

Purpose

2. These athlete protection guidelines describe how Persons in Authority can maintain a safe sport environment for athletes.

12.6.1 Rule of Two

3. The Organization will strongly recommend the ‘Rule of Two’ for all Persons in Authority who interact with athletes. The Coaching Association of Canada defines the ‘Rule of Two’ as:
 - a) The ‘Rule of Two’ means that the coach is never alone or out of sight with a minor athlete. Two NCCP trained or certified coaches should always be present with an athlete, especially a minor athlete, when in a potentially vulnerable



situation such as in a locker room or meeting room. All one-on-one interactions between a coach and an athlete must take place within earshot and in view of the second coach except for medical emergencies. One of the coaches must also be of the same gender as the athlete. Should there be a circumstance where a second screened and NCCP trained or certified coach is not available, a screened volunteer, parent, or adult can be recruited to act as a substitute.

4. To ensure adherence to the 'Rule of Two', the Organization will ensure:

- a) Teams or groups of athletes will always have at least two Persons in Authority with them
- b) Screened parents or other volunteers will be available in situations when two Persons in Authority cannot be present
- c) For teams consisting of athletes of just one gender identity, a Person in Authority of the same gender identity should be available to participate or attend every interaction and for teams consisting of athletes of more than one gender identity (e.g., co-ed teams), a Person in Authority of each gender identify should be available to participate or attend every interaction
- d) These guidelines with parents and guardians and them to help identify situations, and acknowledge instances, when the club or team was not following the Rule of Two

12.6.2 Communications

5. The Organization will strongly recommend the following communication guidelines for all coaches and other adults in a position of authority who interact with athletes:

- a) Group messages, group emails or team pages are to be used as the regular method of communication between Persons in Authority and athletes
- b) Persons in Authority may only send personal texts, direct messages on social media or emails to individual athletes when necessary and only for the purpose of communicating information related to team issues and activities (e.g., non-personal information)
- c) Parents and guardians have the right to request that their child not be contacted by Persons in Authority using any form of electronic communication and/or to



request that certain information about their child may not be distributed in any form of electronic communications

- d) The content of all electronic communication between Persons in Authority and athletes must be professional in tone and for the purpose of communicating information related to team issues or activities
- e) All communication between Persons in Authority and athletes must be between the hours of 6:00am and midnight unless extenuating circumstances exist
- f) No communication concerning drugs or alcohol use (unless regarding its prohibition) is permitted
- g) No sexually explicit language or imagery or sexually oriented conversation is permitted
- h) Persons in Authority are not permitted to ask athletes to keep a secret for them
- i) A Person in Authority should not become overly-involved in an athlete's personal life

12.6.3 Travel

- 6. The Organization will strongly recommend the following travel guidelines for all coaches and other adults in a position of authority who travel with athletes:
 - a) A Person in Authority may not be alone in a car with an athlete unless the Person in Authority is the athlete's parent or guardian
 - b) A Person in Authority may not share a room or be alone in a hotel room with an athlete unless the Person in Authority is the athlete's parent or guardian
 - c) Room or bed checks during overnight stays must be done by two Persons in Authority
 - d) For overnight travel when athletes share a hotel room, roommates will be age-appropriate (e.g., within 2 years of age) and of the same gender identity

12.6.4 Locker Room / Changing Area / Meeting Room



7. The Organization will strongly recommend the following guidelines for the locker room, changing area, and meeting rooms:
- a) Interactions between a Person in Authority and an individual athlete should not occur in any room where there is a reasonable expectation of privacy such as the locker room, meeting room, restroom, or changing area. A second Person in Authority should be present for any necessary interaction in any such room
 - b) If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required

12.6.5 Photography / Video

8. The Organization will strongly recommend the following photography / video guidelines:
- a) Parents/guardians should sign a photo release form (i.e., as part of the registration process) that describes how an athlete's image may be used by the Organization
 - b) Photographs and video may only be taken in public view, must observe generally accepted standards of decency, and be both appropriate for and in the best interest of the athlete.
 - c) The use of recording devices of any kind in rooms where there is a reasonable expectation of privacy is strictly prohibited.
 - d) Examples of photos that should be edited or deleted include:
 - i. Images with misplaced apparel or where undergarments are showing
 - ii. Suggestive or provocative poses
 - iii. Embarrassing images

12.6.6 Physical Contact

9. The Organization understands that some physical contact between Persons in Authority and athletes may be necessary for various reasons including, but not limited to, teaching a



skill or tending to an injury. The Organization will strongly recommend the following touch guidelines:

- a) Unless it is not possible because of serious injury or other circumstance, a Person in Authority should always clarify with an athlete where and why any touch will occur. The Person in Authority must make clear that they are *requesting* to touch the athlete and not *requiring* the physical contact
- b) Infrequent, non-intentional physical contact, particularly contact that arises out of an error or a misjudgment on the part of the athlete during a training session, is permitted
- c) Making amends, such as an apology or explanation, is encouraged to further help educate athletes on the difference between appropriate and inappropriate contact
- d) Hugging for more than 5 seconds, cuddling, physical horseplay, and physical contact initiated by the Person in Authority is not permitted. The Organization is aware that some younger athletes may initiate hugging or other physical contact with a Person in Authority for various reasons (e.g., such as crying after a poor performance) but this physical contact should always be limited.

12.7 Waiver

“Organization” refers to: KW Predators VBC

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document you will waive certain legal rights. Please read carefully

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the orientation, instruction, activities, programs, and services of KW Predators VBC (collectively the “Activities”), the undersigned acknowledges and agrees to the terms in this Agreement.



Disclaimer

2. The **KW Predators VBC** its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2

Description and Acknowledgement of Risks

3. I understand and acknowledge that

- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
- b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:

- a) Executing strenuous and demanding physical techniques;
- b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- c) Exerting and stretching various muscle groups;
- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- e) Spinal cord injuries which may render me permanently paralyzed;
- f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
- g) Abrasions, sprains, strains, fractures, or dislocations;



- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- i) Physical contact with other participants, spectators, equipment, and hazards;
- j) Not wearing appropriate safety equipment, such a life jacket or helmet, as applicable;
- k) Failure to act safely or within my own ability or within designated areas;
- l) Equipment failure;
- m) Negligence of other persons, including other spectators, participants, or employees;
- n) Weather conditions which may result in hypothermia;
- o) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities; and
- p) Negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

I have read and agree to be bound by paragraphs 3-4

Terms

- 5. In consideration of the Organization allowing me to participate in the Activities, I agree:
 - a) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;
 - b) To comply with the rules and regulations for participation in the Activities;
 - c) To comply with the rules of the course, facility, or equipment;
 - d) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of an Organization representative immediately;
 - e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself;
 - f) The risks associated with the Activities are increased when I am impaired and I agree not to participate if impaired in any way;
 - g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity; and
 - h) That I am responsible for my choice of safety equipment and the secure fitting of the safety equipment.



Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me;
 - b) To ASSUME all risks arising out of, associated with or related to my participation;
 - c) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - d) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
 - e) To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
 - f) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - g) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I agree to do so solely in Ontario, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I have read and agree to be bound by paragraphs 5-7

Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians,



next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Signature of Participant

Date

12.8 Assumption of Risk

“Organization” refers to: KW Predators VBC

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the Age of Majority)

**WARNING! By signing this document you will assume certain risks and responsibilities.
Please read carefully**

Participant’s Name: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the orientation, instruction, activities, programs, and services (collectively the “Activities”) of **KW Predators VBC** (inclusive of the Organization’s directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the “Organization”)), the undersigned, being the Participant and the Participant’s Parent/Guardian (collectively the “Parties”), acknowledge and agree to the terms outlined in this Agreement.



Description of Risks

2. The Parties understand and acknowledge that:

- a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
- b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

- a) Executing strenuous and demanding physical techniques;
- b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- c) Exerting and stretching various muscle groups;
- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- e) Spinal cord injuries which may render the Participant permanently paralyzed;
- f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
- g) Abrasions, sprains, strains, fractures, or dislocations;
- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
- i) Physical contact with other participants, spectators, equipment, and hazards;
- j) Not wearing appropriate safety equipment, such a life jacket or helmet;
- k) Failure to act safely or within the Participant's ability or within designated areas;
- l) Equipment failure;
- m) Weather conditions which may result in hypothermia; and



- n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities
- o) Ability: failing to act safely or within the Participant's own ability or within designated areas
- p) Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
- q) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures; spinal cord injuries; bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation

We have read and agree to be bound by paragraphs 1-3

Terms

- 4. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental or physical condition;
 - b) To comply with the rules and regulations for participation in the Activities;
 - c) To comply with the rules of the course, facility, or equipment;
 - d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
 - e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant and they affirm that they have ascertained appropriate insurance to protect the Participant;
 - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
 - h) That they are responsible for the choice of the Participant's safety equipment and the secure fitting of the safety equipment.



We have read and agree to be bound by paragraph 4

Acknowledgement

5. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

Thank you for choosing the KWPVC and we hope you have a successful season.