

## USA HOCKEY MEMBER PROGRAM AGREEMENT TO ADOPT AND COMPLY WITH SAFE SPORT PROGRAM (2021-22 SEASON)

This Agreement, dated \_\_\_\_\_, is entered into by \_\_\_\_\_ (“Member Program”) a hockey program that is a member of Utah Amateur Hockey Association (“Affiliate”) as a condition of being sanctioned by USA Hockey.

Member Program agrees that its membership in the Affiliate and sanctioning by USA Hockey are conditioned on the following (the meaning of capitalized terms herein will be consistent with their respective definitions in the Safe Sport Program Handbook):

**1. Compliance with Safe Sport Program.** Member Program is required to implement, comply, and monitor compliance with the USA Hockey Safe Sport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport (the “Center for SafeSport”), and the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017, each as amended and/or as may be amended while this Agreement is in effect. Copies of the USA Hockey Safe Sport Program Handbook may be found at [www.usahockey.com/safesportprogram](http://www.usahockey.com/safesportprogram), and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org).

**2. SafeSport Training.** Member Program agrees that SafeSport Training shall be required for the following categories of Adult Participants as a condition of their participation in such role (note that USA Hockey may modify these requirements from time to time as it deems appropriate):

- (i) All Member Program administrators, including board members, hockey directors and other program staff who have Regular Contact with or Authority<sup>1</sup> over amateur athletes who are minors;
- (ii) Coaches;
- (iii) Team managers;
- (iv) Locker room monitors;
- (v) Team drivers who will have Regular Contact or Authority over amateur athletes who are minors;
- (vi) Travel chaperones;
- (vii) Personal Care Assistants;
- (viii) Other persons whose position with a USA Hockey, an Affiliate or Member Program allows them to have Regular Contact with or Authority over amateur athletes who are minors.
- (ix) Hockey players seventeen (17) or over on or before December 31 of playing season in age classifications with amateur athletes who are minors; and
- (x) Officials/referees who are or will be seventeen (17) years old or older as of December 31 of that registration season;

**3. Background Checks.** All Adult Participants in categories (i) through (viii) above shall also consent to a background screen in accordance with USA Hockey’s Background Screen Policy. **Note:** officials between the ages of 14 and 17 who live in or expect to work in Pennsylvania must also meet certain state requirements pursuant to USA Hockey’s Background Screen Policy.

**4. Adoption of Required Policies.** Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the One-on-One Interactions, Locker Room, Athletic Training Modalities, Social Media and Electronic Communications, Transportation/Lodging and Billeting Policies as set forth in the USA Hockey Safe Sport Handbook.

**5. Required Reporting.** Member Program agrees that it shall adopt, maintain and enforce policies that require (a) those adults in its program that are registered with USA Hockey, and (b) those adults authorized by Member Program to a position that will have Regular Contact with or Authority over Minor Athletes, to report:

- (i) actual or perceived violations of the USA Hockey Safe Sport Program Handbook,

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<sup>1</sup> For the purposes of this Agreement, the term “**Regular Contact**” means ongoing interactions within a 12-month period wherein an Adult Participant is in a role of direct and active engagement with any Minor Athlete. The term “**Authority**” means one person’s position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person. A “**Minor**” refers to a person under the age of 18.

- (ii) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats, Harassment or Hazing Policies, and
- (iii) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey Safe Sport Program.

Member Program agrees that, should it become aware of any such violation(s), it will report as required by the USA Hockey Safe Sport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any Adult Participant is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that a child has suffered an incident of Child Abuse, including sexual abuse, he/she shall as soon as possible make a report of the suspected abuse to the U.S. Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for or prior to reporting their concerns.**

**6. No Retaliation.** Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who reports a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey Safe Sport Program and grounds for disciplinary action, and may also be subject to civil or criminal proceedings.

**7. Member Program Reporting to Affiliate.** Member Programs shall promptly (and on no less than a monthly basis) provide the Affiliate Safe Sport Coordinator with notice of any alleged violations of Safe Sport policies, and shall promptly advise the Affiliate Safe Sport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey Safe Sport Policies or the Safe Sport Program Handbook.

**8. Submission to Jurisdiction of the U.S. Center for SafeSport and Enforcement of Sanctions or Discipline.** Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the U.S. Center for SafeSport. Notwithstanding the jurisdiction of the Center for SafeSport, prior to the Center for SafeSport expressly exercising such jurisdiction, Member Program retains the authority to address any allegations of sexual abuse or misconduct on an interim/temporary basis, including through the issuance of a summary suspension pursuant to the disciplinary process as described in Bylaw 10 in USA Hockey’s Annual Guide. Upon the Center for SafeSport’s exercise of jurisdiction, any temporary suspension, discipline, or other measures previously imposed by Member Program will remain in effect unless and until the Center for SafeSport modifies those measures. Once the Center for SafeSport exercises jurisdiction over particular allegations regarding a particular participant, Member Program may not issue a new suspension in response to those allegations. However, Member Programs may still put in place any necessary safety plan(s) or interim measure(s) short of a suspension or other measures that may deny or threaten to deny a participant’s opportunity to participate. Upon the issuance by the Center for SafeSport, USA Hockey or Affiliate, of any disciplinary measures, eligibility decisions or other sanctions, Member Program agrees to enforce such suspension, measures or other sanction within its program.

**9. Compliance Certification.** Member Program shall at least annually, or more often if required by the Affiliate, report and provide information as required or requested to the Affiliate and/or Affiliate Safe Sport Coordinator regarding the Member Program’s compliance with the USA Hockey Safe Sport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the Affiliate and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless Affiliate or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless Affiliate or Member Program provide advance written notice of its termination effective as of the following 31<sup>st</sup> of August.

On behalf of the Member Program, the undersigned certifies that I am authorized by the Member Program to agree to the terms above and to submit this Member Program Agreement to Affiliate and USA Hockey as a condition of sanctioning by USA Hockey and membership in the Affiliate.

**Member Program Name:** \_\_\_\_\_  
\_\_\_\_\_

**Acknowledged and Received by Affiliate:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_